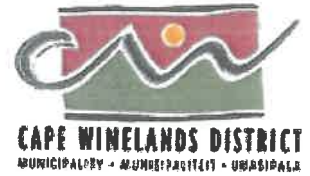


TENDER NO. T 2022/038



CONTRACT DOCUMENT

FOR THE

**CONSTRUCTION / UPGRADING OF SIDEWALKS
AND EMBAYMENTS AT URBAN SCHOOLS
WITHIN CWDM**

APPROVED AND ISSUED BY:

COMPILED BY:

THE MUNICIPAL MANAGER
CAPE WINELANDS DISTRICT MUNICIPALITY
P.O. BOX 100
STELLENBOSCH
7599



AUGUST 2022

TENDERER:

Triple C Maintenance & Services

TENDER AMOUNT:

R19,513,880.05

Cape Winelands District Municipality
TENDER
Opened at 11h00 on

26 AUG 2022

Witness:

CAPE WINELANDS DISTRICT MUNICIPALITY

CONTRACT NO. T2022/038

**CONSTRUCTION / UPGRADING OF SIDEWALKS AND EMBAYMENTS AT URBAN SCHOOLS
WITHIN CWDM**

GENERAL TENDER INFORMATION

- TENDER ADVERTISED** : Friday, 5 August 2022
- ESTIMATED CIDB CONTRACTOR GRADING** : 3CE or higher
- CLARIFICATION MEETING** : 12h00 on Wednesday, 17 August 2022
- VENUE FOR SITE CLARIFICATION** : c/o Rhode and Stynder Street, WORCESTER,
entrance gate to Worcester Secondary School
- CLOSING DATE** : Friday, 26 August 2022
- CLOSING TIME** : 11h00
- CLOSING VENUE** : **Tender Box at the Cape Winelands District
Municipality Offices, Stellenbosch
(29 Du Toit Street, Stellenbosch)**
- TENDER BOX** : The tender Documents (which include 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. If the tender offer is too large to fit into
the abovementioned box or the box is full,
please enquire at the public counter for
alternative instructions. The onus remains
with the tenderer to ensure that the tender is
placed in either the original box or as
alternatively instructed.

CAPE WINELANDS DISTRICT MUNICIPALITY

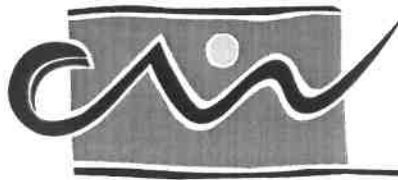
CONTRACT NO. T2022/038

**CONSTRUCTION / UPGRADING OF SIDEWALKS AND EMBAYMENTS AT URBAN SCHOOLS
WITHIN CWDM**

Contents	
Number	Heading
The Tender	
Part T1: Tendering procedures	
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: Agreements 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
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C4	Site Information

Part T1: Tendering procedures

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CAPE WINELANDS DISTRICT

MUNICIPALITY • MUNISIPALITEIT • UMASIPALA

T 2022/038
CONSTRUCTION / UPGRADING OF SIDEWALKS AND EMBAYMENTS AT URBAN SCHOOLS WITHIN CWDM.

Tenders are hereby invited from suitable qualified service providers for the Urban School Infrastructure Improvements. Tenderers should have a CIDB contractor grading of 3CE or higher.

- Worcester Secondary School, Worcester
- Esselenpark Secondary School, Worcester

IMPORTANT NOTICE: This tender is subject to Regulation 8 "Local Production and Content" of the Preferential Procurement Policy Framework Act, 2000: Preferential Procurement Regulations, 2017 (No. R.32 dated 20 January 2017). Submitting of MBD 6.2 is compulsory. Bidders must use the exchange rate published by the South African Reserve Bank (SARB) at 12:00 on the date of the advertisement.

A information meeting will be held on **Wednesday, 17 August 2022** at 12h00. Prospective bidders shall meet the CWDM representative on the corner of Rhode and Stynder Street in WORCESTER, at the entrance gate to Worcester Secondary School. Bidders who do not attend must familiarise themselves with the site conditions.

Technical enquiries regarding the bid may be directed to Mr. Deon Nel of SMEC South Africa (Pty) Ltd at telephone 021 417 2900 or deon.nel@smec.com.

Tender documents are obtainable from the Supply Chain Management Unit of the Cape Winelands District Municipality at 29 Du Toit Street, Stellenbosch - Tel no 0861 265 263, upon payment of a non-refundable fee of R 470.00 per document into the CWDM bank account. Bank details can be obtained from Elmine Niemand via e-mail: elmine@capewinelands.gov.za.

All prospective bidders must ensure that they are registered and accredited on the CWDM's Supplier Database and the Central Supplier Database, prior to the closing date of the tender.

Duly completed tenders must be enclosed in a (separate) sealed envelope and endorsed with the relevant tender number and description on the envelope/s. The sealed tenders must be placed in the official tender box of the District Municipality's offices at 29 Du Toit Street, Stellenbosch, before **11:00 on Friday, 26 August 2022**

Tenders will be opened in public as soon as possible after this closing time.

H F PRINS
MUNICIPAL MANAGER

CAPE WINELANDS DISTRICT MUNICIPALITY

CONTRACT NO. T2022/038

CONSTRUCTION / UPGRADING OF SIDEWALKS AND EMBAYMENTS AT URBAN SCHOOLS WITHIN CWDM

T1.2 Tender Data

The Conditions of Tender as published by the Construction Industry Development Board (CIDB) in Annex C of Board Notice 423 of 2019 in Government Gazette No. 42622 of 8 August 2019, Construction Industry Development Board (CIDB) Standard for Uniformity in Construction Procurement (see www.cidb.org.za), as amended by the employer, shall apply to this contract.

The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of tender. Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.

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**

C.1 **General**

C.1.1 **Actions**

Add the following:

The Employer is the **CAPE WINELANDS DISTRICT MUNICIPALITY** represented by Mr Christo Swart.

C.1.2 **Tender Documents**

Add the following:

"The following documents form part of this tender:

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 SANS Standardised Specifications for Civil Engineering Construction prepared by Standards South Africa. These publications are available, and tenderers must obtain copies at their own cost from Standards South Africa, Private Bag X191, PRETORIA, 0001.

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

The contract documents issued by the Employer comprise:

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

The Tender

Part T1: Tendering procedures

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: Agreements 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 Construction
- C3.4 Management

Part C4 : Site information

- C4 Site information

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

VOLUME 4: Book of Drawings

C.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:	
Name:	SMEC South Afirca (Pty) Ltd
Address:	65 Riebeeck Street Cape Town 8001
Tel:	(021) 417 2900
Email:	deon.nei@smec.com

C.1.6.2

Competitive negotiation procedure

Add the following to F.1.6.2

A competitive negotiation procedure will not be followed.

C.1.6.3

Proposal procedure using the two-stage system

Add the following to F.1.6.3

A two-stage system will not be followed.

C.2 Tenderer's obligations

C.2.1 Eligibility

Add the following to C.2.1.1:

C.2.1.1 Only those tenderers who satisfy the following criteria are eligible to submit tenders:

C2.1.1 (a) Registration as Service Provider on Cape Winelands District Municipality Suppliers Database

Only those tenderers whose names appear on the list of accredited prospective providers or providers that meet the listing criteria in terms of the Supply Chain Management Policy of the municipality are eligible to submit tenders.

In terms of Sections 111 and 112 of the Local Government: Municipal Finance Management Act, 2003 (Act 56 of 2003), each municipality must have and implement a supply chain management policy which gives effect to the provisions of the Act. The policy must be fair, equitable, transparent, competitive and cost-effective and must comply with the Municipal Supply Chain Management Regulations as published under General Notice 868 in Government Gazette No. 27636 of 30 May 2005.

In terms of paragraph 14.1(a) of the Supply Chain Management Policy, the municipality must keep a list of accredited prospective providers of goods and services that must be used for the procurement requirements. All prospective providers of municipal goods and/or services must apply for evaluation and listing as accredited prospective providers of the Cape Winelands District Municipality in order to proceed with business with the Cape Winelands District Municipality.

The official application form can be obtained from the Procurement Office, 29 Du Toit Street, STELLENBOSCH or can be downloaded from the Cape Winelands District Municipality's website on <http://www.capewinelands.gov.za/DistrictCouncil/SupplyChainManagement/Lists/Procurement/AllItems.aspx>

Duly completed and signed forms, with the required documentation, can be submitted to the above-mentioned offices or posted to:

Supply Chain Management
PO Box 100
Stellenbosch
7599

OR couriered to

Supply Chain Management
29 Du Toit Street
STELLENBOSCH
7599

Faxed and emailed forms and documentation are not acceptable and will be rejected.

C2.1.1 (b) Registration as Service Provider on the National Treasury Central Supplier Database

Only those tenderers who are registered as a service provider on the Central Supplier Database and have been issued with a registration number prior to the closing date and time for tenders and evaluation of submissions, are eligible to submit tenders.

In terms of the employer's procurement policy, the employer will only enter into a formal contract with a tenderer who is registered on the Central Supplier Database. In the case of joint venture partnerships this requirement will apply individually to each party of the joint venture.

The Central Supplier Database is being managed by the Department of National Treasury, and tenderers who need to register as service providers can obtain further information by contacting the Department of National Treasury on 012 406 9222, or e-mail: csd@treasury.gov.za.

C2.1.1.2 Construction Industry Development Board (CIDB) Registration

Only those tenderers who are registered with the Construction Industry Development Board (CIDB) in a **3CE** contractor designation and whose registrations are active at close of tenders when evaluation of tenders commences are eligible to submit tenders

For alpha-numeric associated with the CIDB contractor grading designations, considered reasonable by the employer – refer to table G1 below.

Table G1: CIDB Contractor Grading Designations and Associated Parameters

CIDB Contractor Grading Designation	Maximum value (R) of contract that a contractor is considered capable of performing (CIDB Regulation 17)
1 (class of construction works)	500 000
2 (class of construction works)	1 000 000
3 (class of construction works)	3 000 000
4 (class of construction works)	6 000 000
5 (class of construction works)	10 000 000
6 (class of construction works)	20 000 000
7 (class of construction works)	60 000 000
8 (class of construction works)	200 000 000
9 (class of construction works)	No Limit

In the event that the sum tendered exceeds the maximum value margin shown then such tender shall be deemed unreasonable and non-responsive.

Joint ventures are eligible to submit tenders provided that:

- (i) Every member of the joint venture is registered with the CIDB, and their registrations are valid at close of tenders when evaluation of tenders commences.
- (ii) The lead partner is registered with CIDB in a **3CE** designation and grading equal to or higher than one grading lower than that commensurate with the sum tendered.
- (iii) The contract participation of each member in a joint venture may not exceed the tender value limit of one grade above that member's CIDB grading.

C.2.7 Clarification meeting

Add the following:

The arrangements for an information meeting are as stated in the Tender Notice and Invitation to Tender.

Tenderers should be represented at the information meeting by a person who is suitably qualified and experienced.

C.2.10 Pricing the tender offer

Add the following:

If any products or services will be rendered at no charge, in such an instance the price should be indicated on the pricing schedule as R0.00.

C.2.12 Alternative tender offers

Add the following to C.2.12.1:

C.2.12.1 No alternative offers will be considered.

- C.2.13 **Submitting a tender offer**
Add the following to C.2.13.1
- C.2.13.1 Where the tendering entity is a joint venture, the *standard CIDB Joint Venture Agreement* must be used.

Add the following to C.2.13.3
- C.2.13.3 Parts of each tender offer communicated on paper shall be submitted as an original, plus 0 (nought) copies.

Add the following after the first sentence of C.2.13.4:
- C.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, 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.
- C.2.13.5 *Add the following to C.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:** Cape Winelands District Municipality Offices
- Physical address:** Cape Winelands District Municipality, 29 Du Toit Street, Stellenbosch, 7599
- Identification details:** Tender number T2022/038
Title of tender: CONSTRUCTION / UPGRADING OF SIDEWALKS AND EMBAYMENTS AT URBAN SCHOOLS WITHIN CWDM
- Sealed tenders with the Tenderer's name and address and the endorsement "**TENDER NO. T2022/038: CONSTRUCTION / UPGRADING OF SIDEWALKS AND EMBAYMENTS AT URBAN SCHOOLS WITHIN CWDM**" on the envelope, must be placed in the official tender box at the abovementioned address.
- C.2.13.6 *Add the following to C.2.13.6:*
A two-envelope procedure will **not** be followed (C.3.5).
- C.2.13.10 *Add the following sub-clause after C.2.13.9:*
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.
- C.2.15 **Closing time**
Add the following to C.2.15.1:
- C.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.
- C.2.16 **Tender offer validity**
Add the following to C.2.16.1:
- C.2.16.1 The tender offer validity period is **180 days**.
- C.2.17 **Clarification of tender offer after submission**
Add the following to C.2.17:
A tender will be regarded as non-responsive if the tenderer fails to provide any clarification or supporting documentation requested by the Employer within the time for submission stated in the Employer's written request for such clarification or documentation. A tender will also be regarded as non-responsive if the tenderer fails, within the time stated in writing by the Employer, to comply with the requirements of C.4.3.
- C.2.23 **Certificates**
Add the following:
The tenderer is required to submit the following:
1. A copy of a Tax Compliance Status Pin, printed from the South African Revenue Service (SARS) website, must accompany the bid documents. The onus is on the bidder to ensure that their tax

matters are in order with SARS. In the case of a Consortium/Joint Venture every member must submit a separate Tax Compliance Status Pin, printed from the SARS website, with the bid documents.

If a bid is not supported by a Tax Compliance Status Pin as an attachment to the bid documents, the Municipality reserves the right to obtain such documents after the closing date to verify that the bidder's tax matters are in order. If no such document can be obtained within a period as specified by the Municipality, the bid will be disqualified. The Tax Compliance Status Pin will be verified by the Municipality on the SARS website.

2. A copy of the current municipal account obtainable from any Local Municipality or a Municipal Accounts Clearance Certificate.
3. An original valid B-BBEE status level verification certificate or a ORIGINAL CERTIFIED copy in terms of the Construction Sector Charter on Black Economic Empowerment, in terms of the Preferential Procurement Regulations, 2017 (Failure to submit the certificate will not lead to disqualification, but the tenderer will score 0 points for B-BBEE during the evaluation of tender offers).

Consortiums/Joint Ventures will qualify for preference points, provided that the entity submits the relevant certificate.

C.3 The Employer's undertakings

C.3.2 Issue Addenda

Add the following to C.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.

C.3.4 Opening of tender submissions

Add the following to C.3.4.1:

C.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: Tender box at **Cape Winelands District Municipality Offices, 29 Du Toit Street, Stellenbosch**

C.3.11 Evaluation of tender offers

C.3.11.1 General

Add the following:

The procedure for the evaluation of responsive tenders is **Method 2: Functionality, Price and Preference** in accordance with F.3.11.3, with functionality (quality) being evaluated only as a pre-qualification, **but the points scored for Quality will not form part of the total tender evaluation points.** The responsive & eligible tenders will first be evaluated according to the Quality Criteria (functionality score) as stated in the tender data.

Apply the 80/20 Preference Point system where a maximum of eighty (80) tender adjudication points be awarded for price & twenty (20) points will be awarded for preference in terms of the Preferential Procurement Policy Framework act (PPPFA) (Act 5 of 2000) and Preferential Procurement Regulations, 2017.

C.3.11.3 Method 2: Functionality, Price and Preference

Add the following description to this clause:

The tenders will first be evaluated according to the Quality Criteria (functionality score). This evaluation will serve only as an indicator of the Contractor's ability to perform the required works and will not affect the ranking or final outcome of the appointment.

All eligible tenders will then be evaluated on price offered and preference (BBBEE) and ranked accordingly where the 80/20 Preference Point System. (Standard Conditions of tender: **Method 2**)

Therefore, in the case of the functionality, price and preferences, the following steps will be followed:

- a) Pre-qualify each tender in respect of the quality offered (amended clause C.3.11.9 below), commenting on the Contractor's experience and ability to perform the works.
- b) Then score each tender in respect of the financial offer made (clause C.3.11.7) and preference claimed (C.3.11.8) if any.
- c) Calculate the total number of tender evaluation points (T_{EV}) in accordance with the following formula:

$$T_{EV} = N_{FO} + N_P$$

- With
- | | | |
|----------|---|--|
| T_{EV} | = | Total number of Tender evaluation Points (100) |
| N_{FO} | = | Number of tender evaluation points awarded for financial offer made in accordance with F.3.11.7 below (80) |
| N_P | = | Number of tender evaluation points awarded for preferences claimed in accordance with F.3.11.8 below (20) |

- d) Rank tender offers from the highest number of tender evaluation points to the lowest.
- e) Recommend the tender with the highest number of tender evaluation points for the award of the contract, unless there is a reason not to in accordance with section 2 of the Preferential Procurement Policy Framework Act, 2000 and Preferential Procurement Regulations, 2017.
- f) Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points and recommend the tenderer with the rescored highest number of evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this sub clause is repeated.

C.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 **80** points.

C.3.11.8 Scoring Preferences

Add the following:

Points will be awarded to tenderers who are eligible for preferences in terms of Schedule 20: Preferencing Schedule (where preferences are granted in respect of B-BBEE contribution) which is included in T2.2 Returnable Schedules.

The terms and conditions of Schedule 20 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 20 his or her company/firm/entity's B-BBEE status level of contributor, in accordance with one of the following:

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

Up to **20** tender evaluation points (N_P) will be awarded for the level of B-BBEE contribution, in accordance with the tables below:

C.3.11.9 **Scoring Quality**

Replace entire clause F.3.11.9 with the following:

Quality (functionality) will be scored on those tenders regarded as being responsive, when (30 points) have been achieved. Only if a total of 30 points for criteria 1 and 2 below are achieved will the tenderer be evaluated further.

Description	Reference	Scoring			Max Score
		Excellent (20)	Good (15)	Poor (10)	
Company's Previous Experience	(Schedule 4 - T.2.2.9 Returnable Schedules	More than 5 similar projects in the last 10 years	Between 3- and 5- similar projects in the last 10 years	Less than 3 projects	20
Foreman / Project leader previous experience	(Schedule 8 - T.2.2.10 Returnable Schedules	More than 5 similar projects in the last 10 years	Between 3- and 5- similar projects in the last 10 years	Less than 3 projects	30
Total					50

EVALUATION CRITERION 1

Tenderers minimum requirement will be to have successfully **completed** (please note that current projects will not be included in the evaluation) more than 3 projects of a similar scope and nature for the tenderer to be evaluated further. Refer to the table above for a measurement of how points will be awarded against this criterion.

A detailed list of successfully completed projects must be completed in **Schedule 4, Page 36** Projects of a similar scope and nature is regarded as the construction and/or rehabilitation of a Class 3 or higher road.

EVALUATION CRITERION 2

Detailed, project specific CV's to be included in **Schedule 8, Page 41** of the Returnable Documents. Failure to do so during tender phase will lead to disqualification of tenderer. Refer to the table above for a measurement of how points will be awarded against this criterion. **Relevant reference letters on company letter heads must be submitted in order to score relevant points for functionality. No points will be scored if reference letters are not provided. This will be verified during evaluation.**

Site Agents minimum requirement will be to have experience in (please note that current projects will not be included in the evaluation) more than 2 similar projects for the tenderer to be evaluated further. Projects of a similar scope and nature is regarded as the construction and/or rehabilitation of a Class 3 or higher road.

If, during construction, the contractor wishes to replace the site agent, the contractor will apply in writing to the Engineer as per clause 4.12 of the GCC 2015. Only similarly experienced and competent site agents will be considered.

C.3.11.10 **Risk Analysis**

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

- a) reasonableness of the financial offer
 - b) reasonableness of unit rates and prices
 - c) reasonableness of the Contract Participation Goals tendered
 - d) the tenderer's 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.
- The outcome of the risk analysis will be included in the report to the evaluation committee.

C3.13 **Acceptance of tender offer**
Add the following to C.3.13:

- C.3.13.1 Tender offers will only be accepted if:
- a) the tenderer is registered and in good standing with the South African Revenue Service (SARS) and has submitted evidence in the form of a Tax Compliance Status Pin issued by SARS.
 - b) the tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector.
 - c) the tenderer has not:
 - i) abused the Employer's Supply Chain Management System; or
 - ii) failed to pay municipal rates and taxes or service charges and such rates, taxes and charges are in arrears for more than three months.
 - d) the tenderer has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process.
- C.3.13.2 **Disputes, objections, complaints and queries**
 In terms of Regulations 49 and 50 of the Local Government: Municipal Finance Management Act, 2003 – Municipal Supply Chain Management Regulations (Notice 868 of 2005):
- a) Persons aggrieved by decisions or actions taken by the Cape Winelands District Municipality in the implementation of its supply chain management system, may lodge within 14 days of the decision or action, a written objection or complaint or query or dispute against the decision or action.
 - b) Objections, complaints, queries and disputes must be submitted in writing to the Municipal Manager, PO Box 100, Stellenbosch, 7599.
- C.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 Cape Winelands District 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
 - c) Appeals must be submitted in writing to the Municipal Manager, PO Box 100, Stellenbosch, 7599.
- C.3.13.4 **Right to approach the courts and 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, PO Box 100, Stellenbosch, 7599.
 - b) All requests in terms of PAJA and PAIA must be submitted in writing to the Municipal Manager, PO Box 100, Stellenbosch, 7599.
- C.3.16 **Notice to unsuccessful tenderers**
Replace the heading above with:
Notice to successful and unsuccessful tenderers
- C.3.16.1 *Add the following to C.3.16.1:*
 Before accepting the tender of the successful tenderer the Employer shall notify the successful tenderer in writing of the decision of the Employer's Bid Adjudication Committee to award the tender to the successful tenderer. No rights shall accrue to the successful tenderer in terms of this notice, and only once the processes described in C.3.13.2 and C.3.13.3 above have been completed can the Employer sign the Acceptance part of the Form of Offer and Acceptance.
- C.3.16.2 *Replace sub-clause C.3.16.2 with the following:*
 The Employer shall, at the same time as notifying the successful tenderer of the Bid Adjudication Committee's decision to award the tender to the successful tenderer, also give written notice to the other tenderers informing them that they have been unsuccessful.
- 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.

C.4 Additional Conditions of Tender

The additional conditions of tender are:

C.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 11: 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.

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

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's agent at once to have the same rectified, as no liability will be admitted by the Employer in respect of errors in any tender due to the foregoing.

C.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.

C.4.4 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 (the tender price/amount) 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 Form of Offer and Acceptance has not been signed;
- d) if the Form of Offer and Acceptance is signed, but the name of the tenderer is not stated or is indecipherable.

C.4.5 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;
 - Certificate of attendance at a compulsory site inspection, where applicable.
- 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; or
 - 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.

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 these schedules may result in the tender not being considered.

C.4.6 Combating abuse of the Supply Chain Management Policy

In terms of the 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 Employer 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) wilfully 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 17 and 16, Part T2.2: Returnable Schedules: Certificate of Independent Tender Determination and Declaration in terms of the Municipal Finance Management Act. Failure to complete these schedules may result in the tender not being considered.

C.4.7 UIF payments

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

C.4.8 Price variations

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

Notwithstanding the above, if, as a result of any extension of time granted, the duration of the contract period exceeds one year, the contract will automatically be subject to contract price adjustment for that period by which the extended contract period exceeds such one year in strict accordance with Part C1.2: Contract Data.

C.4.9 Requests for contract documents, or parts thereof, in electronic format

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

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

Annex C

(normative)

Standard Conditions of Tender

C.1 General

C.1.1 Actions

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

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

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

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

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

C.1.2 Tender Documents

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

C.1.3 Interpretation

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

C.1.3.2 These conditions of tender, the tender data and tender schedules which are required for tender evaluation purposes, shall form part of any contract arising from the invitation to tender.

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

- a) conflict of interest means any situation in which:
 - i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfil his or her duties impartially.
 - ii) an individual or tenderer can exploit a professional or official capacity in some way for their personal or corporate benefit; or
 - iii) incompatibility or contradictory interests exist between an employee and the tenderer who employs that employee.
- b) comparative offer means the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration.
- c) corrupt practice means the offering, giving, receiving, or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process.

- d) fraudulent practice means the misrepresentation of the facts to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels.

C.1.4 Communication and employer's agent

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

C.1.5 Cancellation and Re-Invitation of Tenders

C.1.5.1 An employer may, prior to the award of the tender, cancel a tender if-

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

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

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

C.1.6 Procurement procedures

C.1.6.1 General

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

C.1.6.2 Competitive negotiation procedure

C.1.6.2.1 Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of C.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of C.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

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

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

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

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

C.1.6.3 Proposal procedure using the two stage-system

C.1.6.3.1 Option 1

Tenderers shall in the first stage submit technical proposals and, if required, cost parameters around which a contract may be negotiated. The employer shall evaluate each responsive submission in terms of the method of evaluation stated in the tender data, and in the second stage negotiate a contract with the

tenderer scoring the highest number of evaluation points and award the contract in terms of these conditions of tender.

C.1.6.3.2 Option 2

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

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

C.2 Tenderer's obligations

C.2.1 Eligibility

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

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

C.2.2 Cost of tendering

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

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

C.2.3 Check documents

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

C.2.4 Confidentiality and copyright of documents

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

C.2.5 Reference documents

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

C.2.6 Acknowledge addenda

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

C.2.7 Clarification meeting

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

C.2.8 Seek clarification

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

C.2.9 Insurance

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

C.2.10 Pricing the tender offer

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

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

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

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

C.2.11 Alterations to documents

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

C.2.12 Alternative tender offers

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

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

C.2.12.3 An alternative tender offer must only be considered if the main tender offer is the winning tender.

C.2.13 Submitting a tender offer

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

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

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

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

- C.2.13.5 Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.
- C.2.13.6 Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.
- C.2.13.7 Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.
- C.2.13.8 Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.
- C.2.13.9 Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.
- C.2.14 Information and data to be completed in all respects**
- Accept that tender offers, which do not provide all the data or information requested completely and, in the form, required, may be regarded by the employer as non-responsive.
- C.2.15 Closing time**
- C.2.15.1 Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery.
- C.2.15.2 Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.
- C.2.16 Tender offer validity**
- C.2.16.1 Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.
- C.2.16.2 If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.
- C.2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted. If the validity period stated in C.2.16 lapses before the employer evaluating tender, the contractor reserves the right to review the price based on Consumer Price Index (CPI).
- C.2.16.4 Where a tender submission is to be substituted, a tenderer must submit a substitute tender in accordance with the requirements of C.2.13 with the packages clearly marked as "SUBSTITUTE".
- C.2.17 Clarification of tender offer after submission**
- Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.
- Note: Sub-clause C.2.17 does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the Employer elect to do so.
- C.2.18 Provide other material**
- C.2.18.1 Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment.

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

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

C.2.19 Inspections, tests, and analysis

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

C.2.20 Submit securities, bonds, and policies

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

C.2.21 Check final draft

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

C.2.22 Return of other tender documents

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

C.2.23 Certificates

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

C.3 The employer's undertakings

C.3.1 Respond to requests from the tenderer

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

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

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

C.3.2 Issue Addenda

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

C.3.3 Return late tender offers

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

C.3.4 Opening of tender submissions

- C.3.4.1 Unless the two-envelope system is to be followed, open valid tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.
- C.3.4.2 Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices, number of points claimed for its BBBEE status level and time for completion for the main tender offer only.
- C.3.4.3 Make available the record outlined in C.3.4.2 to all interested persons upon request.
- C.3.5 Two-envelope system**
- C.3.5.1 Where stated in the tender data that a two-envelope system is to be followed, open only the technical proposal of valid tenders in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data and announce the name of each tenderer whose technical proposal is opened.
- C.3.5.2 Evaluate functionality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the functionality evaluation more than the minimum number of points for functionality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any points claimed on BBBEE status level. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for functionality.
- C.3.6 Nondisclosure**
- Not disclose to tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price, and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.
- C.3.7 Grounds for rejection and disqualification**
- Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.
- C.3.8 Test for responsiveness**
- C.3.8.1 Determine, after opening and before detailed evaluation, whether each tender offer properly received:
- a) complies with the requirements of these Conditions of Tender,
 - b) has been properly and fully completed and signed, and
 - c) is responsive to the other requirements of the tender documents.
- C.3.8.2 A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:
- a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
 - b) significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or
 - c) affect the competitive position of other tenderers presenting responsive tenders if it were to be rectified.
- Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.
- C.3.9 Arithmetical errors, omissions, and discrepancies**
- C.3.9.1 Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.

- C.3.9.2 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with C.3.11 for:
- a) the gross misplacement of the decimal point in any unit rate.
 - b) omissions made in completing the pricing schedule or bills of quantities; or
 - c) arithmetic errors in:
 - (i) line-item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or
 - (ii) the summation of the prices.

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

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

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

C.3.10 Clarification of a tender offer

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

C.3.11 Evaluation of tender offers

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

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

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

The activities associated with evaluating tender offers are as follows:

- a) Open and record tender offers received
- b) Determine whether tender offers are complete
- c) Determine whether tender offers are responsive
- d) Evaluate tender offers

- e) Determine if there are any grounds for disqualification
- f) Determine acceptability of preferred tenderer
- g) Prepare a tender evaluation report
- h) Confirm the recommendation contained in the tender evaluation report

C.3.11.1 General

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

C.3.12 Insurance provided by the employer

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

C.3.13 Acceptance of tender offer

Accept the tender offer; if in the opinion of the employer, it does not present any risk and only if the tenderer:

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement;
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise, and the personnel, to perform the contract.
- c) has the legal capacity to enter the contract.
- d) is not; insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act No. 2008, bankrupt or being wound up, has his/her affairs administered by a court or a judicial officer, has suspended his/her business activities or is subject to legal proceedings in respect of any of the foregoing.
- e) complies with the legal requirements, if any, stated in the tender data; and
- f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

C.3.14 Prepare contract documents

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

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

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

C.3.15 Complete adjudicator's contract

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

C.3.16 Registration of the award

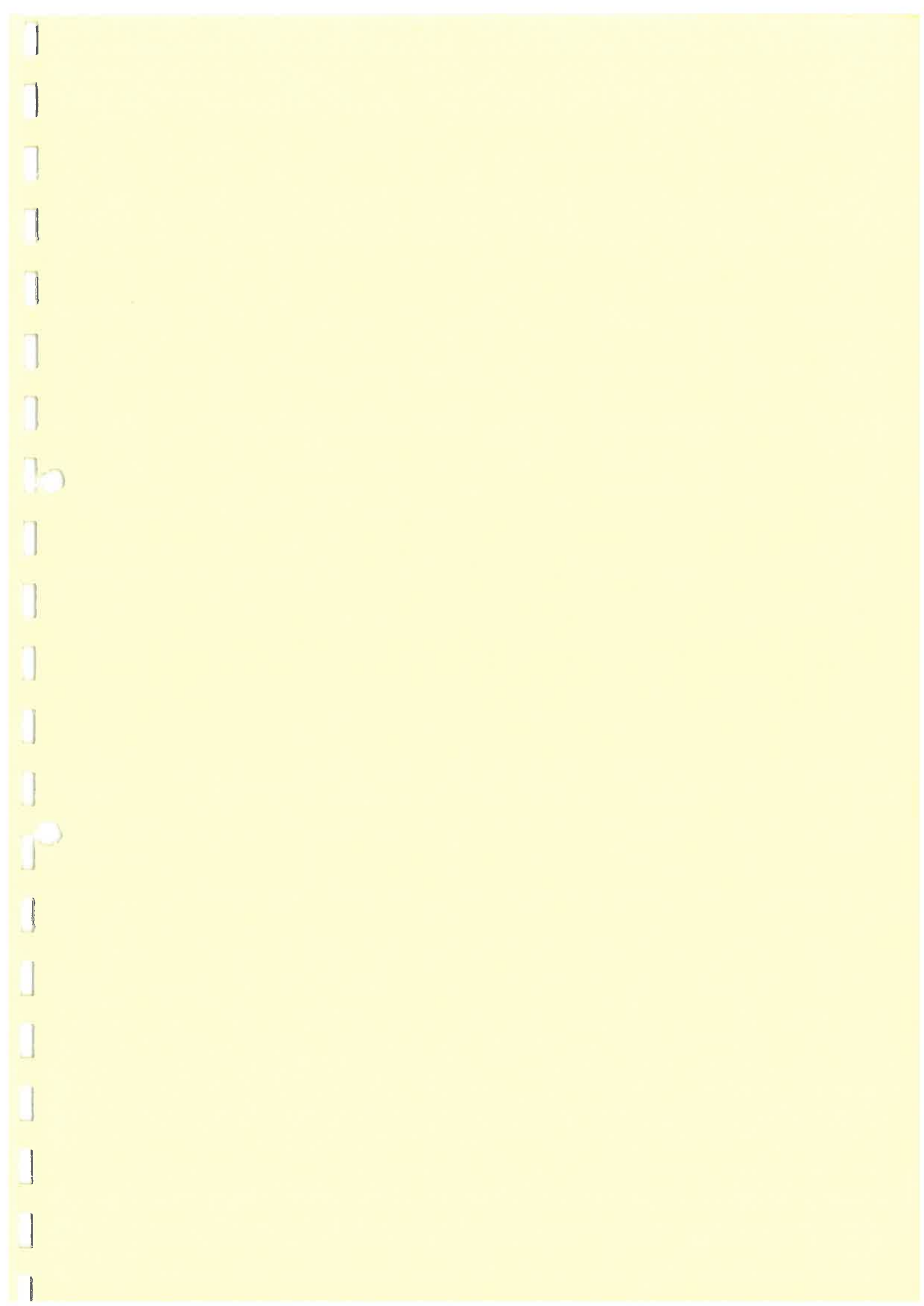
An employer must, within twenty-one (21) working days from the date on which a contractor's offer to perform a construction works contract is accepted in writing by the employer, register and publish the award on the CIDB Register of Projects.

C.3.17 Provide copies of the contracts

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

C.3.18 Provide written reasons for actions taken

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



Part T2: Returnable Documents

	Pages
T2.1 List of Returnable Documents.....	28-30
T2.2 Returnable Schedules	31-78

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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. COMPULSARY ENTERPRISE QUESTIONNAIRE	32-33
2. SITE VISIT / CLARIFICATION MEETING CERTIFICATE	34
3. AUTHORITY OF SIGNATORY	35
4. SCHEDULE OF WORK EXPERIENCE	36
5. SCHEDULE OF CONSTRUCTION PLANT	37-38
6. CONFIRMATION OF ENTERPRISE REGISTRATION.....	39
7. SCHEDULE OF SUB CONTRACTORS	40
8. DETAILS OF SITE AGENT'S AND GENERAL FOREMAN'S EXPERIENCE	41
9. CERTIFICATE OF CONTRACTOR REGISTRATION WITH CIDB.....	42
10. CERTIFICATE FOR MUNICIPAL SERVICES AND PAYMENTS TO SERVICE PROVIDER.....	43
11. CREDIT ORDER INSTRUCTION	44

2. Other documents required for tender evaluation purposes

- Joint Venture Agreement (if applicable) - append to Schedule 3.
- Documentary evidence / proof of registration and verification on Cape Winelands District Municipality and the Central Supplier Database – append to schedule 6.
- A Certificate of Contractor Registration issued by the Construction Industry Development Board append to Schedule 9.
- A recent municipal account appended to Schedule 10.
- An original valid Tax Clearance Certificate issued by the South African Revenue Services – append to schedule 18.
- Either an original or a valid B-BBEE status level verification certificate in terms of the Construction Sector Charter on Black Economic Empowerment issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA, or an Accounting Officer as contemplated in the CCA – append to Schedule 19.

3. Returnable Schedules that will be incorporated into the Contract

12: RECORD OF ADDENDA TO TENDER DOCUMENTS	45
13: ALTERATIONS / AMENDMENTS BY TENDERER	46
14: DECLARATION OF INTEREST (MBD4)	47-50
15: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES (MBD8) ..	51-52
16: CERTIFICATE OF INDEPENDENT BID DETERMINATION (MBD9).....	53-55
17: TAX CLEARANCE CERTIFICATE REQUIREMENTS (MBD2)	56
18: DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS (MBD6.2)	57-72

Preferencing Schedule

19: PREFERENCING SCHEDULE WHERE PREFERENCES ARE GRANTED IN RESPECT OF B-BBEE CONTRIBUTION (MBD 6.1).....	73-78
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4. **C1.1 The offer portion of the C1.1 Form of Offer and Acceptance**
5. **C1.2 Contract Data (Part 2)**
6. **C1.3 Form of Guarantee**
7. **C1.4 Occupational Health and Safety Agreement**
8. **C2.2 Bills/Schedules of Quantities**

Note: Tenderers must complete these schedules / data sheets / forms in black ink

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T2.2 Returnable Schedules

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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: Triple C Maintenance & Services
Address of enterprise: 29 Zinfandal Road
Saxenburg Park 2, Blackheath 7581

Section 2: VAT registration number, if any: 4420216881

Section 3: CIDB registration number, if any: 129321

Section 4: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal income tax number*
<i>N/A</i>		

* 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 2004/018121/23
 Close corporation number 2004/018121/23
 Tax reference number 9585304158

Section 6: Record of service of the state

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

- | | |
|--|---|
| <input type="checkbox"/> a member of any municipal council | <input type="checkbox"/> an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) |
| <input type="checkbox"/> a member of any provincial legislature | <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity |
| <input type="checkbox"/> a member of the National Assembly or the National Council of Province | <input type="checkbox"/> an employee of Parliament or a provincial legislature |
| <input type="checkbox"/> a member of the board of directors of any municipal entity | |
| <input type="checkbox"/> an official of any municipality or municipal entity | |
| <input type="checkbox"/> an advisor or consultant contracted by the municipality | |

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
- a member of any provincial legislature
- a member of the National Assembly or the National Council of Province
- a member of the board of directors of any municipal entity
- an official of any municipality or municipal entity
- 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 an accounting authority of any national or provincial public entity
- an employee of Parliament or a provincial legislature

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

*insert separate page if necessary

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

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

SIGNED ON BEHALF OF TENDERER:

[Handwritten signature]

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SCHEDULE 2 : CLARIFICATION MEETING CERTIFICATE

This is to certify that, (Irene Roos) Triple C Maintenance + SERVICES (Tenderer)

of Triple c Maintenance + SERVICES (Address)

29 Zinfandel Road Saverburg Park 2 Blackheath 7580 Rhodes & Sydenh

NOT was represented by the person (s) named below at the compulsory meeting held for all tenders at Worcester (location) on 17 August (date), starting at 12:00

We acknowledge that the purpose of the meeting was to acquaint ourselves with the site of the works and / or matters incidental to doing the work specified in the tender documents in order for us to take account of everything necessary when compiling our rates and prices included in the tender.

Particulars of person (s) attending the meeting:

Name: Irene Roos Signature: [Signature]

Capacity: member

Name: Signature:

Capacity:

Attendance of the above persons at the meeting is confirmed by the Employer's representative, namely:

Name: Signature:

Capacity: Date & Time:

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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)..... N/A

Mr/Ms (Print Name)..... Irene Elizabeth Septima Roos

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

(Print Company Name)..... Triple C Maintenance & Services

Signed on behalf of Company :..... Triple C Maintenance & Services

In his/her capacity as :..... Member

Date :..... 24.08.2022

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	<u>N/A</u>	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:

..... 

Schedule of Works Experience of Tenderer						
No:	Employer	Contact Details	Project Number	Nature of Works	Value of work R(m)	Completion Date
1	Lunati Mfubesi	0214444690/ 0839996512	142Q-2019-2020-009-SW-L-22	TRAFFIC CALMING MEASURES AND FOOTWAYS CONSTRUCTION IN DIFFERENT AREAS OF WARD 11	R 473 505,96	2021
2	Lunati Mfubesi	0214444690/ 0839996512	142Q-2019-2020-010-SW-L-22	TRAFFIC CALMING MEASURES AND FOOTWAYS CONSTRUCTION IN DIFFERENT AREAS OF WARD 17	R 888 287,67	2021
3	Lunati Mfubesi	0214444690/ 0839996512	142Q-2019-2020-011-SW-L-22	TRAFFIC CALMING MEASURES AND FOOTWAYS CONSTRUCTION IN DIFFERENT AREAS OF WARD 16	R 414 177,89	2021
4	Lunati Mfubesi	0214444690/ 0839996512	142Q-2019-2020-012-SW-L-22	TRAFFIC CALMING MEASURES AND FOOTWAYS CONSTRUCTION IN DIFFERENT AREAS OF WARD 14	R 698 844,39	2021
5	Lunati Mfubesi	0214444690/ 0839996512	142Q-2019-2020-016-SW-L-22	FOOTWAYS CONSTRUCTION IN DIFFERENT AREAS OF WARD 100	R 148 005,22	2021
6	Lunati Mfubesi	0214444690/ 0839996512	142Q-2019-2020-017-SW-L-22	TRAFFIC CALMING MEASURES AND FOOTWAYS CONSTRUCTION IN DIFFERENT AREAS OF WARD 86	R 344 850,22	2021
7	Lunati Mfubesi	0214444690/ 0839996512	142Q-2019-2020-018-SW-L-22	TRAFFIC CALMING MEASURES IN DIFFERENT STREETS OF WARD 85	R 172 299,42	2021
8	Lunati Mfubesi	0214444690/ 0839996512	142Q-2019-2020-019-SW-L-22	TRAFFIC CALMING MEASURES AND FOOTWAYS CONSTRUCTION IN DIFFERENT AREAS OF WARD 83	R 298 906,11	2021
9	Byron Mellville Van Staden	0214444947	142Q-2019-2020-024-KR-L-22	New sidewalk in kliping and Paradys, Ward 102	R 212 882,02	2021
10	Luhan Van Greunen	0214444948	142Q-2019-2020-021-KR-L-22	NEW SIDEWALK IN VAN RIEBEECKSHOF ROAD, WARD 70	R 298 604,96	2021
11	Sonica Groenwald	0214448210/ 0812733482	142Q-2019-2020-020-KR-L-22	MURP PROJECT IN SUBCOUNCIL 7	R 236 633,09	2021
12	Jaunre Van Niekerk	0214172900	142Q-2019-2020-029-BE-L-22	CONSTRUCTION OF BUS EMBAYMENT - CROSS STREET, BELLVILLE	R 307 337,53	2021
13	Yolisa Mpendulo	0213601144	142Q-2019-2020-KH-014-L-22	CONSTRUCTION OF SPEED HUMP IN KANEELBLOM STREET - LENTEGEUR - MITCHELLS PLAIN - WARD 76	R 57 496,63	2021
14	Yolisa Mpendulo	0213601144	142Q-2019-2020-KH-013-L-22	CONSTRUCTION OF SPEED HUMP ALONG PALOMINO WAY AND KOORNHOOP STREET - WESTRIDGE - MITCHELLS PLAIN - WARD 78	R 113 172,40	2021
15	Siphiwo Xhalisa	0213601254	142Q-2019-2020-028-KH-L-22	CONSTRUCTION OF SPEED HUMPS IN NYANDENI CRESCENT & INTENGU STREET. - SITE C - KHAYELITSHA - WARD 87	R 90 707,05	2021
16	Sonica Groenwald	0214448210/ 0812733482	142Q-2019-2020-031-KR-L-22	NEW TRAFFIC CALMING IN KOMMISSARIS STREET, WARD 70	R 70 230,23	2021
17	Sonica Groenwald	0214448210/ 0812733482	142Q-2019-2020-032-KR-L-22	NEW TRAFFIC CALMING IN RAPHAEL CRESCENT, WARD 21	R 33 370,59	2021
18	Siphiwo Xhalisa	0213601254	142Q-2019-2020-034-KH-L-22	CONSTRUCTION OF EIGHT(08) SPEED HUMPS IN VARIOUS STREETS WITHIN WARD# 97- MANDELA PARK - KHAYELITSHA	R 175 063,44	2021
19	Siphiwo Xhalisa	0213601254	142Q-2019-2020-035-KH-L-22	CONSTRUCTION OF FIVE(05) SPEED HUMPS IN VARIOUS STREETS WITHIN WARD# 92- KAYA & ILITHA PARK - KHAYELITSHA	R 97 436,90	2021
21	Siphiwo Xhalisa	0213601254	142Q-2019-2020-041-KH-L-22	CONSTRUCTION OF SIDEWALKS IN VARIOUS STREETS WITHIN WARD# 99- KUYASA - KHAYELITSHA	R 747 375,33	2021
22	Siphiwo Xhalisa	0213601254	142Q-2019-2020-042-KH-L-22	CONSTRUCTION OF SIDEWALKS IN TULANI STREET WITHIN WARD# 92- KAYA - KHAYELITSHA	R 229 956,03	2021
23	Siphiwo Xhalisa	0213601254	142Q-2019-2020-038-KH-L-22	CONSTRUCTION OF SIDEWALKS IN VARIOUS STREETS WITHIN WARD# 94- EYETHU - KHAYELITSHA	R 344 054,38	2021
24	Siphiwo Xhalisa	0213601254	142Q-2019-2020-039-KH-L-22	CONSTRUCTION OF SIDEWALKS IN VARIOUS STREETS WITHIN WARD# 98- HARARE - KHAYELITSHA	R 341 967,33	2021
25	Siphiwo Xhalisa	0213601254	142Q-2019-2020-045-KH-L-22	CONSTRUCTION OF SIDEWALKS IN VARIOUS STREETS WITHIN WARD# 97- UMRHABULO TRIANGLE - KHAYELITSHA	R 229 990,08	2021
26	Sivuyile Ntakana	0213601273	142Q-2019-2020-036-KH-L-22	Court Asphaltting in Turner Place, Erf 297-RE, Woodlands, Mitchells Plain	R 229 507,73	2021
27	Sivuyile Ntakana	0213601273	142Q-2019-2020-037-KH-L-22	Asphalt Sidewalk Construction in Malume Crescent & Nangona Street -- Ward 96, KHAYELITSHA	R 804 225,43	2021
28	Yolisa Mpendulo	0213601144	142Q-2019-2020-033-KH-L-22	CONSTRUCTION OF SPEED HUMP IN CHARLES NDABA STREET AND LEONARD RADU STREET- SAMORA MACHEL - PHILIPPI - WARD 33	R 85 073,54	2021
29	Sivuyile Ntakana	0213601273	142Q-2019-2020-040-KH-L-22	ASPHALT SIDEWALK CONSTRUCTION IN DONGWE STREET & FLOKHWE CRESCENT - WARD 95 KHAYELITSHA	R 574 633,35	2021
30	Mustaqeem Martin	0735167576	142Q-2019-2020-044-KR-L-22	SIDEWALK, WILDEBEES WY & VATICAN STREET PHASE 4, WARD 103, DISTRICT 2, KRAAIFONTEIN	R 293 528,68	2021
33	Sakhi Mkoko	0213601109	142Q-2019-2020-055-KH-L-22	FOOTWAY MAINTENANCE IN WESPOORT, 10TH AVENUE AND MYCITY BUS TERMINUS, MITCHELLS PLAIN	R 986 596,39	2021
40	Elethu Zembe	0213601247	142Q-2019-2020-011-KH-L-22	MAINTENANCE OF ROADS INFRASTRUCTURE IN MITCHELLS PLAIN TOWN CENTRE	R 918 881,61	2021
41	Jacques Malgas	0734430232	142Q-2019-2020-BE-003-L-22	Side-walk Construction; Belhar, Greenlands, Parow and Parow Industria	R 430 797,86	2021
42	Sizwe Belani	0214447119/ 0658318770	142Q-2019-2020-BE-002-L-22	DELFT VERGE HARDENING AND FOOTWAY CONSTRUCTION	R 2 601 647,23	2021
43	Byron Mellville Van Staden	0214444947	142Q-2019-2020-KH-012-L-22	NEW SIDEWALK IN CARNATION STREET, WARD 70	R 228 717,87	2021
44	Byron Mellville Van Staden	0214444947	142Q-2019-2020-KH-013-L-22	NEW TRAFFIC CALMING IN 11TH AVENUE GROENEWOUD STREET, WARD 111	R 127 646,18	2021
45	Byron Mellville Van Staden	0214444947	142Q-2019-2020-KR-015-L-22	NEW TRAFFIC CALMING IN RAEI, DUNDEE AND RIDGE STREET, WARD 103	R 63 264,03	2021

46	Byron Melville Van Staden	0214444947	142Q-2019-2020-KR-016-L-22	NEW SIDEWALK AND PARKING IN KIPLING AND HILL STREET, WARD 102	R	423 361,54	2021
47	Byron Melville Van Staden	0214444947	142Q-2019-2020-KR-017-L-22	NEW SIDEWALK IN VAN RIEBEECKSHOF ROAD, WARD 70	R	111 373,89	2021
48	Byron Melville Van Staden	0214444947	142Q-2019-2020-KR-018-L-22	NEW TRAFFIC CALMING IN ZONNEBURG STREET, WARD 21	R	28 704,06	2021
49	Byron Melville Van Staden	0214444947	142Q-2019-2020-KR-019-L-22	NEW TRAFFIC CALMING IN HO DE VILLIERS AND GROENWOUDE STREET, WARD 8	R	163 323,42	2021
50	Byron Melville Van Staden	0214444947	142Q-2019-2020-KR-020-L-22	NEW TRAFFIC CALMING IN BUITEN AND PARK STREET	R	53 579,28	2021
51	Byron Melville Van Staden	0214444947	142Q-2019-2020-KR-030-L-22	NEW SIDEWALK IN PARADYS- AND SENDING STREET, WARD 102	R	229 495,56	2021
52	Byron Melville Van Staden	0214444947	142Q-2019-2020-KR-032-L-22	NEW SIDEWALK IN HAFELE STREET, WARD 112	R	114 940,99	2021
53	Byron Melville Van Staden	0214444947	142Q-2019-2020-KR-037-L-22	NEW SIDEWALK IN ALFRED- AND VLEI STREET, CAPEX PROJECT	R	258 667,98	2021
54	Byron Melville Van Staden	0214444947	142Q-2019-2020-KR-038-L-22	NEW SIDEWALK IN 6TH AVENUE AND PERTH ROAD, CAPEX PROJECT	R	195 352,71	2021
55	Byron Melville Van Staden	0214444947	142Q-2019-2020-KR-040-L-22	NEW SIDEWALK IN MILTON ROAD, CAPEX PROJECT	R	162 811,96	2021
56	Yolisa Mpendulo	0213601144	142Q-2019-2020-KH-039-L-22	CONSTRUCTION OF SPEED HUMP IN DUNE DRIVE - WOODLANDS - MITCHELLS PLAIN - WARD 75	R	28 883,98	2021
57	Mustaqeem Martin	0735167576	142Q-2019-2020-BE-043-L-22	TRAFFIC CALMING (SPEED HUMPS, RAISED PEDESTRIAN CROSSINGS & RAISED INTERSECTIONS) IN VARIOUS WARDS, DISTRICT 3 – PAROW/BELLVILLE	R	1 142 566,08	2021
58	Lunati Mfubesi	0214444690/ 0839996512	142Q-2019-2020-SW-045-L-22	ROADS UPGRADE IN LOURENSFORD, SCHOLTZ, RUE DE JACQUELINE STREETS AND VARIOUS TRAFFIC CALMING MEASURES IN DISTRICT 4	R	976 617,52	2021
59	Siphiwo Xhalisa	0213601254	142Q-2019-2020-KH-049-L-22	CONSTRUCTION OF PARKING EMBAYMENT IN MITCHELL AVENUE - WOODLANDS - MITCHELLS PLAIN - WARD 75	R	330 489,88	2021
60	Byron Melville Van Staden	0214444947	142Q-2019-2020-KR-054-L-22	NEW TRAFFIC CALMING FOR NETWORK DEVELOPMENT	R	393 443,62	2021
61	Jaunre Van Niekerk	0214172900	142Q-2019-2020-SW-047-L-22	CONSTRUCTION OF TAXI EMBAYMENT – SOMERSET WEST	R	359 465,15	2021
62	Byron Melville Van Staden	0214444947	142Q-2019-2020-KR-063-L-22	SIDEWALK WILDEBEES WAY PHASE 3, WARD 103	R	63 241,90	2021
63	Sivuyile Ntakana	0213601273	142Q-2019-2020-KH-060-L-22	New Speed Hump & Raised Intersection in Mitchell Avenue, Woodlands, Mitchells Plain and New Speed Humps in Gximfiza Crescent & Luleka Street, Makhaza, Khayelitsha	R	243 537,17	2021
64	Mubeen Cassiem	0214004394/ 0824590808	142Q-2019-2020-SW-066-L-22	VEHICULAR AND PEDESTRIAN SAFETY, LA INFORMAL SETTLEMENT, MFULENI	R	646 169,55	2021
65	Lunati Mfubesi	021 444 4690/ 083 999 6512	142Q-2019-2020-043-SW-L-22	TRAFFIC CALMING MEASURES IN DIFFERENT STREETS OF WARD 19	R	177 582,56	2022
66	Siphiwo Xhalisa	0213601254	142Q-2019-2020-052-KH-L-22	CONSTRUCTION OF SEVEN(07) SPEED HUMPS IN VARIOUS STREETS WITHIN WARD# 99- KUYASA - KHAYELITSHA	R	143 747,75	2022
67	Qhawe Ntsokolo	0214447111/ 0814161407	142Q-2019-2020-058-BE-L-22	BALELES SIDEWALK CONSTRUCTION, DELFT AND DAUPHINE STREET ROAD REPAIRS AND ANCILLARY WORKS, DE TIJGER.	R	582 875,89	2022
68	Sakhi Mkoko	0213601109/ 0733815387	142Q-2019-2020-056-KH-L-22	MAINTANACE OF VARIOUS MEDIAN ISLANDS IN ROCKLANDS	R	1 066 769,46	2022
69	Zimasa Mngqolo	0214003132	142Q-2019-2020-057-KH-L-22	STORMWATER AND ACCESS, ERF 40-RE HARRY GWALA INFORMAL SETTLEMENT, PHILIPPI	R	1 109 049,66	2022
70	Nico Theunissen	0213601130	142Q-2019-2020-068-KH-L-22	REPAIR OF DAMAGED FOOTWAYS IN SPINE ROAD, WESPOORT DRIVE, BOND STREET AND ESTHER CRESCENT IN MITCHELLS PLAIN	R	1 068 820,52	2022
71	Siphiwo Xhalisa	0213601254	142Q-2019-2020-065-KH-L-22	CONSTRUCTION OF FIVE(05) SPEED HUMPS IN VARIOUS STREETS WITHIN WARD# 98- HARARE - KHAYELITSHA	R	133 227,00	2022
72	Yolisa Mpendulo	0213601144	142Q-2019-2020-066-KH-L-22	SIDEWALK CONSTRUCTION IN LANGA MASSACRE ROAD AND THABO RAKUBA ROAD, SAMORA MACHEL, PHILIPPI - WARD 33	R	315 016,43	2022
73	Yolisa Mpendulo	0213601144	142Q-2019-2020-067-KH-L-22	CONSTRUCTION OF SPEED HUMPS IN KLIPSPRINGER STREET AND KNOBWOOD STREET - EASTRIDGE – MITCHELLS PLAIN- WARD 79	R	114 866,51	2022
74	Sivuyile Ntakana	0213601273	142Q-2019-2020-071-KH-L-22	Asphalt Sidewalk Construction in Ilanda & Ihobo-hobo Street – Ward 93, KHAYELITSHA	R	551 764,95	2022
75	Zimasa Mngqolo	0214003132	142Q-2019-2020-074-SW-L-22	STORMWATER SERVICES AND ACCESS, ERF 1-RE SHUKUSHUMA INFORMAL SETTLEMENT, MFULENI	R	2 079 154,74	2022
76	Yolisa Mpendulo	0213601144	142Q-2019-2020-076-KH-L-22	CONSTRUCTION OF SPEED HUMP IN FISHERMANS WAY - WOODRIDGE – MITCHELLS PLAIN- WARD 75	R	33 343,49	2022
77	Siphiwo Xhalisa	0213601254	142Q-2019-2020-077-KH-L-22	CONSTRUCTION OF SPEED HUMPS IN SHUKUMA STREET & LULAMILE CRESCENT. - UMRHABULO TRIANGLE - KHAYELITSHA - WARD 95 & 96	R	65 381,45	2022
78	Sivuyile Ntakana	0213601273	142Q-2019-2020-081-KH-L-22	Speedhumps Construction in Basil Amos Zondi Street – Ward 93, KHAYELITSHA	R	98 062,33	2022
79	Sivuyile Ntakana	0213601273	142Q-2019-2020-082-KH-L-22	Raised Intersection Construction in Bathandwa Ndondo & Tambo Road and Mongesi Road & Nanana Street – Ward 94, KHAYELITSHA	R	298 871,52	2022
80	Erica Abrahams	0214447119	142Q-2019-2020-078-BE-L-22	TRAFFIC CALMING (SPEED HUMPS, RAISED PEDESTRIAN CROSSINGS & RAISED INTERSECTION) IN VARIOUS AREAS, DISTRICT3- PAROW/BELLVILLE	R	761 158,92	2022
81	Lunati Mfubesi	0214444690/ 0839996512	142Q-2019-202-086-SW-L-22	FOOTWAYS CONSTRUCTION AND TRAFFIC CALMING MEASURES IN DIFFERENT AREAS OF WARD 84 and 109	R	333 738,74	2022
82	Lunati Mfubesi	0214444690/ 0839996512	142Q-2019-2020-087-SW-L-22	TRAFFIC CALMING MEASURES IN DIFFERENT STREETS OF WARD 11, 14, 16, 108 and 109	R	413 927,98	2022
83	Sivuyile Ntakana	0213601273	142Q-2019-2020-083-KH-L-22	Raised Intersection and Speed hump Construction in Steve Tshwete and Govan Mbeki Road – Ward 97, KHAYELITSHA	R	249 414,19	2022

84	Yolisa Mpendulo	0213601144	142Q-2019-2020-085-KH-L-22	CONSTRUCTION OF SPEED HUMPS IN SINGQOLAMTHI ROAD, PAULI ROAD AND NTUBENI ROAD – PHILIPPI AND CROSSROADS AREA	R	105 340,25	2022
85	Mustaqeem Martin	0735167576	142Q-2019-2020-095-KR-L-22	TRAFFIC CALMING MEASURES IN VARIOUS ROADS WITHIN VARIOUS WARDS - DISTRICT 2, KRAAIFONTEIN	R	1 282 468,84	2022
86	Sonica / Mustaqeem	0735167576	142Q-2019-2020-099-KR-L-22	NEW TRAFFIC CALMING IN BASUTO STREET & LINE MARKINGS AND SIGNS IN WAGNER WAY , WARD 103	R	50 613,15	2022
87	Zimasa Mqolo	0214003132	142Q-2019-2020-100-SW-L-22	PEDESTRIAN ACCESS UPGRADE, ENDULINI INFORMAL SETTLEMENT, MFULENI	R	311 881,03	2022
88	Byron Melville Van Staden	0214444947	142Q-2019-2020-101-KR-L-22	NEW SIDEWALK AND PARKING IN KIPLING STREET - WARD 102	R	106 059,49	2022
89	Siphiwo Xhalisa	0213601254	142Q-2019-2020-108-KH-L-22	CONSTRUCTION OF SPEED HUMPS IN GAMA CRESCENT . - HARARE - KHAYELITSHA - WARD 98	R	53 396,47	2022
90	Sivuyile Ntakana	0213601273	142Q-2019-2020-106-KH-L-22	Traffic Calming Measures in Idada & Maphongwana Avenue - Ward 18 & Bangiso Rd - Ward 91, KHAYELITSHA	R	471 810,42	2022

CAPE WINELANDS DISTRICT MUNICIPALITY

CONTRACT NO. T2022/038

**CONSTRUCTION / UPGRADING OF SIDEWALKS AND EMBAYMENTS AT URBAN SCHOOLS WITHIN
CWDM**

SCHEDULE 4 : SCHEDULE OF WORK EXPERIENCE

The tenderer shall insert in the spaces provided below a list of similar completed contracts awarded to him and those currently being undertaken. Relevant reference letters on company letter heads must be submitted in order to score relevant points for functionality. No points will be scored if reference letters are not provided.

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

SIGNED ON BEHALF OF TENDERER:

[Handwritten Signature]
.....

CAPE WINELANDS DISTRICT MUNICIPALITY

CONTRACT NO. T2022/038

**CONSTRUCTION / UPGRADING OF SIDEWALKS AND EMBAYMENTS AT URBAN SCHOOLS WITHIN
CWDM**

SCHEDULE 5: SCHEDULE OF CONSTRUCTION PLANT

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

CONSTRUCTION PLANT IMMEDIATELY AVAILABLE

DESCRIPTION, SIZE, CAPACITY	NUMBER
<i>See 3 Pages attached.</i>	

CONSTRUCTION PLANT ON ORDER

(State details of arrangements made, with delivery dates)

DESCRIPTION, SIZE, CAPACITY	NUMBER

CONSTRUCTION PLANT THAT WILL BE ACQUIRED OR HIRED

(State details of delivery arrangements)

DESCRIPTION, SIZE, CAPACITY	NUMBER

Number of sheets, appended by the tenderer to this Schedule2..... (If nil, enter NIL).

SIGNED ON BEHALF OF TENDERER:

[Handwritten signature]

CAPE WINELANDS DISTRICT MUNICIPALITY

CONTRACT NO. T2022/038

CONSTRUCTION / UPGRADING OF SIDEWALKS AND EMBAYMENTS AT URBAN SCHOOLS WITHIN CWDM

SCHEDULE 6: CONFIRMATION OF ENTERPRISE REGISTRATION

I/We understand that in terms of the Employer's Procurement Policy, tenderers are required to be registered and verified on the Cape Winelands District Municipality Supplier and the National Treasury Central Suppliers Database.

Registration as Service Provider on the Cape Winelands District Municipality Database

I/We hereby confirm my/our registration on the Cape Winelands District Municipality Supplier Database and claim any evaluation points for preference as may be applicable in terms of such registration:

COMPANY NAME	REGISTERED YES/NO	REGISTRATION NUMBER IF APPLICABLE
Triple C Maintenance + Services	Yes	004098

Registration as Service Provider on the Central Supplier Database

I/We hereby confirm my/our registration on the National Treasury Central Supplier Database section:

COMPANY NAME	UNIQUE REFERENCE No.	SUPPLIER NUMBER
MAAA0181130	R0001474949 C3F10260- ADD F-4A87A-745-	R0001474949 60CC09930ECS

In the case of a Joint Venture, list each party/member of the Joint Venture

I/We attach a printed copy of the Certificate of Company Registration on the Central Supplier Database and acknowledge that the validity (active status) of this certificate is dependent upon the validity of the tax clearance certificate attached to Schedule 6.

In the case of a Joint Venture, a printed copy of the Certificate of the Company Registration on the Central Supplier Database must be provided for each member of the Joint Venture.

I/We also acknowledge that the "Active" status of the Company Registration as reflected on the Central Supplier Database at the tender closing date, will be the only data used in the determination of responsiveness (refer to tender condition F.3.8.3) in the tender adjudication process and that the employer reserves the right to verify this information.

SIGNED ON BEHALF OF TENDERER:

.....


CAPE WINELANDS DISTRICT MUNICIPALITY

CONTRACT NO. T2022/038

CONSTRUCTION / UPGRADING OF SIDEWALKS AND EMBAYMENTS AT URBAN SCHOOLS WITHIN CWDM

SCHEDULE 7: SCHEDULE OF SUBCONTRACTORS

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

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

(i) SUBCONTRACTORS			
Category/type	Subcontractor: Name/Address/Contact Person/Phone/Fax/Details of Organisation/Firm Experience	Items of work (pay items) to be undertaken by the Subcontractor	Estimated Cost of Work (Rand)
TOTAL (Excluding VAT)			

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

SIGNED ON BEHALF OF TENDERER: *gcm.*

Details of Qualifications and Experience of Staff
Site Agent/Construction Manager: Smuts Brandt

No:	Contract	Client	Employer	Contact Details	Project Number	Nature of Works	Position Held	Value of work R(m)	Completion Date
1	142Q/2019/2020	City of Cape Town	Lunati Mfubesi	0214444690/ 0839996512	142Q-2019-2020-009-SW-L-22	TRAFFIC CALMING MEASURES AND FOOTWAYS CONSTRUCTION IN DIFFERENT AREAS OF WARD 11	Construction Manager	R 473,505.96	2021
2	142Q/2019/2020	City of Cape Town	Lunati Mfubesi	0214444690/ 0839996512	142Q-2019-2020-010-SW-L-22	TRAFFIC CALMING MEASURES AND FOOTWAYS CONSTRUCTION IN DIFFERENT AREAS OF WARD 17	Construction Manager	R 888,287.67	2021
3	142Q/2019/2020	City of Cape Town	Lunati Mfubesi	0214444690/ 0839996512	142Q-2019-2020-011-SW-L-22	TRAFFIC CALMING MEASURES AND FOOTWAYS CONSTRUCTION IN DIFFERENT AREAS OF WARD 16	Construction Manager	R 414,177.89	2021
4	142Q/2019/2020	City of Cape Town	Lunati Mfubesi	0214444690/ 0839996512	142Q-2019-2020-012-SW-L-22	TRAFFIC CALMING MEASURES AND FOOTWAYS CONSTRUCTION IN DIFFERENT AREAS OF WARD 14	Construction Manager	R 698,844.39	2021
5	142Q/2019/2020	City of Cape Town	Lunati Mfubesi	0214444690/ 0839996512	142Q-2019-2020-016-SW-L-22	TRAFFIC CALMING MEASURES AND FOOTWAYS CONSTRUCTION IN DIFFERENT AREAS OF WARD 100	Construction Manager	R 148,005.22	2021
6	142Q/2019/2020	City of Cape Town	Lunati Mfubesi	0214444690/ 0839996512	142Q-2019-2020-017-SW-L-22	TRAFFIC CALMING MEASURES AND FOOTWAYS CONSTRUCTION IN DIFFERENT AREAS OF WARD 86	Construction Manager	R 344,850.22	2021
7	142Q/2019/2020	City of Cape Town	Lunati Mfubesi	0214444690/ 0839996512	142Q-2019-2020-018-SW-L-22	TRAFFIC CALMING MEASURES IN DIFFERENT STREETS OF WARD 85	Construction Manager	R 172,299.42	2021
8	142Q/2019/2020	City of Cape Town	Lunati Mfubesi	0214444690/ 0839996512	142Q-2019-2020-019-SW-L-22	TRAFFIC CALMING MEASURES AND FOOTWAYS CONSTRUCTION IN DIFFERENT AREAS OF WARD 83	Construction Manager	R 298,906.11	2021
9	142Q/2019/2020	City of Cape Town	Byron Melville Van Staden	0214444947	142Q-2019-2020-024-KR-L-22	New sidewalk in kipping and Parabys, Ward 102	Construction Manager	R 212,882.02	2021
10	142Q/2019/2020	City of Cape Town	Luhan Van Greunen	0214444948 0214448210/ 0812733482	142Q-2019-2020-021-KR-L-22	NEW SIDEWALK IN VAN RIEBEECKSHOF ROAD, WARD 70	Construction Manager	R 298,604.96	2021
11	142Q/2019/2020	City of Cape Town	Sonica Groenwald	0214172900	142Q-2019-2020-020-KR-L-22	MURP PROJECT IN SUBCOUNCIL 7 BELLVILLE	Construction Manager	R 236,633.09	2021
12	142Q/2019/2020	City of Cape Town	Jaunre Van Niekerk	0213601144	142Q-2019-2020-028-BE-L-22	CONSTRUCTION OF BUS EMBAYMENT - CROSS STREET, BELLVILLE	Construction Manager	R 307,337.53	2021
13	142Q/2019/2020	City of Cape Town	Yolisa Mpendulo	0213601144	142Q-2019-2020-KH-014-L-22	CONSTRUCTION OF SPEED HUMP IN KANIELOM STREET - LENTEGER - MITCHELLS PLAIN - WARD 76	Construction Manager	R 57,496.63	2021
14	142Q/2019/2020	City of Cape Town	Yolisa Mpendulo	0213601144	142Q-2019-2020-KH-013-L-22	CONSTRUCTION OF SPEED HUMP ALONG PALOMINO WAY AND KOORNHOOP STREET - WESTRIDGE - MITCHELLS PLAIN - WARD 78	Construction Manager	R 113,172.40	2021
15	142Q/2019/2020	City of Cape Town	Siphiwo Xhalisa	0213601254 0214448210/ 0812733482	142Q-2019-2020-028-KH-L-22	CONSTRUCTION OF SPEED HUMPS IN NYANDENI CRESCENT & INTENGU STREET. - SITE C - KHAYELITSHA - WARD 87	Construction Manager	R 90,707.05	2021
16	142Q/2019/2020	City of Cape Town	Sonica Groenwald	0214448210/ 0812733482	142Q-2019-2020-031-KR-L-22	NEW TRAFFIC CALMING IN KOMMISSARIS STREET, WARD 70	Construction Manager	R 70,230.23	2021
17	142Q/2019/2020	City of Cape Town	Sonica Groenwald	0812733482	142Q-2019-2020-032-KR-L-22	NEW TRAFFIC CALMING IN RAPHAEL CRESCENT, WARD 21	Construction Manager	R 33,370.59	2021
18	142Q/2019/2020	City of Cape Town	Siphiwo Xhalisa	0213601254	142Q-2019-2020-034-KH-L-22	CONSTRUCTION OF EIGHT(08) SPEED HUMPS IN VARIOUS STREETS WITHIN WARD# 97- MANDELA PARK - KHAYELITSHA	Construction Manager	R 175,063.44	2021
19	142Q/2019/2020	City of Cape Town	Siphiwo Xhalisa	0213601254	142Q-2019-2020-035-KH-L-22	CONSTRUCTION OF FIVE(05) SPEED HUMPS IN VARIOUS STREETS WITHIN WARD# 92- KAYA & LITHA PARK - KHAYELITSHA	Construction Manager	R 97,436.90	2021
21	142Q/2019/2020	City of Cape Town	Siphiwo Xhalisa	0213601254	142Q-2019-2020-041-KH-L-22	CONSTRUCTION OF SIDEWALKS IN VARIOUS STREETS WITHIN WARD# 99- KUYASA - KHAYELITSHA	Construction Manager	R 747,376.33	2021

22	142Q/2019/2020	City of Cape Town	Siphiso Xhalisa	0213601254	142Q-2019-2020-042-KH-L-22	CONSTRUCTION OF SIDEWALKS IN TULANI STREET WITHIN WARD# 92 - KAYA - KHAYELITSHA	Construction Manager	R	229,956.03	2021
23	142Q/2019/2020	City of Cape Town	Siphiso Xhalisa	0213601254	142Q-2019-2020-038-KH-L-22	CONSTRUCTION OF SIDEWALKS IN VARIOUS STREETS WITHIN WARD# 94 - EYETHU - KHAYELITSHA	Construction Manager	R	344,054.38	2021
24	142Q/2019/2020	City of Cape Town	Siphiso Xhalisa	0213601254	142Q-2019-2020-039-KH-L-22	CONSTRUCTION OF SIDEWALKS IN VARIOUS STREETS WITHIN WARD# 98 - HARARE - KHAYELITSHA	Construction Manager	R	341,967.33	2021
25	142Q/2019/2020	City of Cape Town	Siphiso Xhalisa	0213601254	142Q-2019-2020-045-KH-L-22	CONSTRUCTION OF SIDEWALKS IN VARIOUS STREETS WITHIN WARD# 97 - UMRHABULO TRIANGLE - KHAYELITSHA	Construction Manager	R	229,990.08	2021
26	142Q/2019/2020	City of Cape Town	Sivuyile Ntakana	0213601273	142Q-2019-2020-036-KH-L-22	Court Asphaltting in Turner Place, Erf 297-RE, Woodlands, Mitchells Plain	Construction Manager	R	229,507.73	2021
27	142Q/2019/2020	City of Cape Town	Sivuyile Ntakana	0213601273	142Q-2019-2020-037-KH-L-22	Asphalt Sidewalk Construction in Malume Crescent & Nangona Street - Ward 96, KHAYELITSHA	Construction Manager	R	804,225.43	2021
28	142Q/2019/2020	City of Cape Town	Yolisa Mpendulo	0213601144	142Q-2019-2020-033-KH-L-22	CONSTRUCTION OF SPEED HUMP IN CHARLES NDABA STREET AND LEONARD RADU STREET - SAMORA MACHEL - PHILIPPI - WARD 33	Construction Manager	R	85,073.54	2021
29	142Q/2019/2020	City of Cape Town	Sivuyile Ntakana	0213601273	142Q-2019-2020-040-KH-L-22	ASPHALT SIDEWALK CONSTRUCTION IN DONGWE STREET & FOLOKHWE CRESCENT - WARD 95 KHAYELITSHA	Construction Manager	R	574,633.35	2021
30	142Q/2019/2020	City of Cape Town	Mustaqeem Martin	0735167576	142Q-2019-2020-044-KR-L-22	SIDEWALK, WILDEBES WY & VATICAN STREET PHASE 4, WARD 103, DISTRICT 2, KRAAIFONTEIN	Construction Manager	R	293,528.68	2021
33	142Q/2019/2020	City of Cape Town	Sakhi Mkoko	0213601109	142Q-2019-2020-055-KH-L-22	FOOTWAY MAINTENANCE IN WESPOORT, 10TH AVENUE AND MYCITY BUS TERMINUS, MITCHELLS PLAIN	Construction Manager	R	986,596.39	2021
40	142Q/2019/2020	City of Cape Town	Elethu Zembe	0213601247	142Q-2019-2020-011-KH-L-22	MAINTENANCE OF ROADS INFRASTRUCTURE IN MITCHELLS PLAIN TOWN CENTRE	Construction Manager	R	918,881.61	2021
41	142Q/2019/2020	City of Cape Town	Jacques Malgas	0734430232	142Q-2019-2020-BE-003-L-22	Side-walk Construction; Belhar, Greenlands, Parow and Parow Industria	Construction Manager	R	430,797.86	2021
42	142Q/2019/2020	City of Cape Town	Sizwe Belani	0214447119/ 0658318770	142Q-2019-2020-BE-002-L-22	DELFT VERGE HARDENING AND FOOTWAY CONSTRUCTION	Construction Manager	R	2,601,647.23	2021
43	142Q/2019/2020	City of Cape Town	Byron Melville Van Staden	0214444947	142Q-2019-2020-KH-012-L-22	NEW SIDEWALK IN CARNATION STREET, WARD 70	Construction Manager	R	228,717.87	2021
44	142Q/2019/2020	City of Cape Town	Byron Melville Van Staden	0214444947	142Q-2019-2020-KH-013-L-22	NEW TRAFFIC CALMING IN 11TH AVENUE GROENEWOUDE STREET, WARD 111	Construction Manager	R	127,646.18	2021
45	142Q/2019/2020	City of Cape Town	Byron Melville Van Staden	0214444947	142Q-2019-2020-KR-015-L-22	NEW TRAFFIC CALMING IN RAELE, DUNDEE AND RIDGE STREET, WARD 103	Construction Manager	R	63,264.03	2021
46	142Q/2019/2020	City of Cape Town	Byron Melville Van Staden	0214444947	142Q-2019-2020-KR-016-L-22	NEW SIDEWALK AND PARKING IN KIPLING AND HILL STREET, WARD 102	Construction Manager	R	423,361.54	2021
47	142Q/2019/2020	City of Cape Town	Byron Melville Van Staden	0214444947	142Q-2019-2020-KR-017-L-22	NEW SIDEWALK IN VAN RIEBEECKSHOF ROAD, WARD 70	Construction Manager	R	111,373.89	2021
48	142Q/2019/2020	City of Cape Town	Byron Melville Van Staden	0214444947	142Q-2019-2020-KR-018-L-22	NEW TRAFFIC CALMING IN ZONNEBURG STREET, WARD 21	Construction Manager	R	28,704.06	2021
49	142Q/2019/2020	City of Cape Town	Byron Melville Van Staden	0214444947	142Q-2019-2020-KR-019-L-22	NEW TRAFFIC CALMING IN HO DE VILLIERS AND GROENEWOUDE STREET, WARD 8	Construction Manager	R	163,323.42	2021
50	142Q/2019/2020	City of Cape Town	Byron Melville Van Staden	0214444947	142Q-2019-2020-KR-020-L-22	NEW TRAFFIC CALMING IN BUITEN AND PARK STREET	Construction Manager	R	53,579.28	2021
51	142Q/2019/2020	City of Cape Town	Byron Melville Van Staden	0214444947	142Q-2019-2020-KR-030-L-22	NEW SIDEWALK IN PARADYS- AND SENDING STREET, WARD 102	Construction Manager	R	229,495.56	2021
52	142Q/2019/2020	City of Cape Town	Byron Melville Van Staden	0214444947	142Q-2019-2020-KR-032-L-22	NEW SIDEWALK IN HAFELE STREET, WARD 112	Construction Manager	R	114,940.99	2021
53	142Q/2019/2020	City of Cape Town	Byron Melville Van Staden	0214444947	142Q-2019-2020-KR-037-L-22	NEW SIDEWALK IN ALFRED- AND VLEI STREET, CAPEX PROJECT	Construction Manager	R	258,667.98	2021
54	142Q/2019/2020	City of Cape Town	Byron Melville Van Staden	0214444947	142Q-2019-2020-KR-038-L-22	NEW SIDEWALK IN 6TH AVENUE AND PERTH ROAD, CAPEX PROJECT	Construction Manager	R	195,352.71	2021
55	142Q/2019/2020	City of Cape Town	Byron Melville Van Staden	0214444947	142Q-2019-2020-KR-040-L-22	NEW SIDEWALK IN MILTON ROAD, CAPEX PROJECT	Construction Manager	R	162,811.96	2021
56	142Q/2019/2020	City of Cape Town	Yolisa Mpendulo	0213601144	142Q-2019-2020-KH-039-L-22	CONSTRUCTION OF SPEED HUMP IN DUNE DRIVE - WOODLANDS - MITCHELLS PLAIN - WARD 75	Construction Manager	R	28,883.98	2021

57	142Q/2019/2020	City of Cape Town	Mustaqeem Martin	0735167576	142Q-2019-2020-BE-043-L-22	TRAFFIC CALMING (SPEED HUMPS, RAISED PEDESTRIAN CROSSINGS & RAISED INTERSECTIONS) IN VARIOUS WARDS, DISTRICT 3 – PAROW/BELLEVILLE	Construction Manager	R	1,142,566.08	2021
58	142Q/2019/2020	City of Cape Town	Lunati Mfubesi	0214444690/ 0839996512	142Q-2019-2020-SW-045-L-22	ROADS UPGRADE IN LOURENSFORD, SCHOLTZ, RUE DE JACQUELINE STREETS AND VARIOUS TRAFFIC CALMING MEASURES IN DISTRICT 4	Construction Manager	R	976,617.52	2021
59	142Q/2019/2020	City of Cape Town	Siphiwo Xhalisa	0213601254	142Q-2019-2020-KH-049-L-22	CONSTRUCTION OF PARKING EMBAYMENT IN MITCHELL AVENUE. - WOODLANDS - MITCHELLS PLAIN - WARD 75	Construction Manager	R	330,489.88	2021
60	142Q/2019/2020	City of Cape Town	Byron Melville Van Staden	0214444947	142Q-2019-2020-KR-054-L-22	NEW TRAFFIC CALMING FOR NETWORK DEVELOPMENT	Construction Manager	R	393,443.62	2021
61	142Q/2019/2020	City of Cape Town	Jaunre Van Niekerk	0214172900	142Q-2019-2020-SW-047-L-22	CONSTRUCTION OF TAXI EMBAYMENT – SOMERSET WEST	Construction Manager	R	359,465.15	2021
62	142Q/2019/2020	City of Cape Town	Byron Melville Van Staden	0214444947	142Q-2019-2020-KR-063-L-22	SIDEWALK WILDEBEES WAY PHASE 3, WARD 103	Construction Manager	R	63,241.90	2021
63	142Q/2019/2020	City of Cape Town	Sivuyile Ntakana	0213601273	142Q-2019-2020-KH-060-L-22	New Speed Hump & Raised Intersection in Mitchell Avenue, Woodlands, Mitchells Plain and New Speed Humps in Gximfiza Crescent & Luleka Street, Makhaza, Khayelitsha	Construction Manager	R	243,537.17	2021
64	142Q/2019/2020	City of Cape Town	Mubeen Cassiem	0214004394/ 0824590808	142Q-2019-2020-SW-066-L-22	VEHICULAR AND PEDESTRIAN SAFETY, LA INFORMAL SETTLEMENT, MFULENI	Construction Manager	R	646,169.55	2021
65	142Q/2019/2020	City of Cape Town	Lunati Mfubesi	021 444 4690/ 083 999 6512	142Q-2019-2020-043-SW-L-22	TRAFFIC CALMING MEASURES IN DIFFERENT STREETS OF WARD 19	Construction Manager	R	177,582.56	2022
66	142Q/2019/2020	City of Cape Town	Siphiwo Xhalisa	0213601254	142Q-2019-2020-052-KH-L-22	CONSTRUCTION OF SEVEN(07) SPEED HUMPS IN VARIOUS STREETS WITHIN WARD# 99- KUYASA - KHAYELITSHA	Construction Manager	R	143,747.75	2022
67	142Q/2019/2020	City of Cape Town	Ohawo Ntsokolo	0214447111/ 0814161407	142Q-2019-2020-058-BE-L-22	BALELES SIDEWALK CONSTRUCTION, DELFT AND DAUPHINE STREET ROAD REPAIRS AND ANCILLARY WORKS, DE TUGER.	Construction Manager	R	582,875.89	2022
68	142Q/2019/2020	City of Cape Town	Sakhi Mkokko	0213601109/ 0733815387	142Q-2019-2020-056-KH-L-22	MAINTANACE OF VARIOUS MEDIAN ISLANDS IN ROCKLANDS	Construction Manager	R	1,066,769.46	2022
69	142Q/2019/2020	City of Cape Town	Zimasa Mngqolo	0214003132	142Q-2019-2020-057-KH-L-22	STORMWATER AND ACCESS, ERF 40-RE HARRY GWALA INFORMAL SETTLEMENT, PHILIPPI	Construction Manager	R	1,109,049.66	2022
70	142Q/2019/2020	City of Cape Town	Nico Theunissen	0213601130	142Q-2019-2020-068-KH-L-22	REPAIR OF DAMAGED FOOTWAYS IN SPINE ROAD, WESPOORT DRIVE, BOND STREET AND ESTHER CRESCENT IN MITCHELLS PLAIN	Construction Manager	R	1,068,820.52	2022
71	142Q/2019/2020	City of Cape Town	Siphiwo Xhalisa	0213601254	142Q-2019-2020-065-KH-L-22	CONSTRUCTION OF FIVE(05) SPEED HUMPS IN VARIOUS STREETS WITHIN WARD# 98- HARARE - KHAYELITSHA	Construction Manager	R	133,227.00	2022
72	142Q/2019/2020	City of Cape Town	Yolisa Mpendulo	0213601144	142Q-2019-2020-066-KH-L-22	SIDEWALK CONSTRUCTION IN LANGA MASSACRE ROAD AND THABO RAKUBA ROAD, SAWORA MACHEL, PHILIPPI - WARD 33	Construction Manager	R	315,016.43	2022
73	142Q/2019/2020	City of Cape Town	Yolisa Mpendulo	0213601144	142Q-2019-2020-067-KH-L-22	CONSTRUCTION OF SPEED HUMPS IN KLIPSPRINGER STREET AND KNOBWOOD STREET - EASTRIDGE - MITCHELLS PLAIN- WARD 79	Construction Manager	R	114,866.51	2022
74	142Q/2019/2020	City of Cape Town	Sivuyile Ntakana	0213601273	142Q-2019-2020-071-KH-L-22	Asphalt Sidewalk Construction in Ilanda & Ihobo-hobo Street – Ward 93, KHAYELITSHA	Construction Manager	R	551,764.95	2022
75	142Q/2019/2020	City of Cape Town	Zimasa Mngqolo	0214003132	142Q-2019-2020-074-SW-L-22	STORMWATER SERVICES AND ACCESS, ERF 1-RE SHUKUSHUMA INFORMAL SETTLEMENT, MFULENI	Construction Manager	R	2,079,154.74	2022
76	142Q/2019/2020	City of Cape Town	Yolisa Mpendulo	0213601144	142Q-2019-2020-076-KH-L-22	CONSTRUCTION OF SPEED HUMP IN FISHERMANS WAY - WOODRIDGE – MITCHELLS PLAIN- WARD 75	Construction Manager	R	33,343.49	2022
77	142Q/2019/2020	City of Cape Town	Siphiwo Xhalisa	0213601254	142Q-2019-2020-077-KH-L-22	CONSTRUCTION OF SPEED HUMPS IN SHUKUMA STREET & LULAMILE CRESCENT. - UMRHABULO TRIANGLE - KHAYELITSHA - WARD 95 & 96	Construction Manager	R	65,381.45	2022
78	142Q/2019/2020	City of Cape Town	Sivuyile Ntakana	0213601273	142Q-2019-2020-081-KH-L-22	Speedhumps Construction in Basii Amos Zondi Street – Ward 93, KHAYELITSHA	Construction Manager	R	98,062.33	2022
79	142Q/2019/2020	City of Cape Town	Sivuyile Ntakana	0213601273	142Q-2019-2020-082-KH-L-22	Raised Intersection Construction in Bathandwa Ndondo & Tambo Road and Mongosi Road & Nanana Street – Ward 94, KHAYELITSHA	Construction Manager	R	298,871.52	2022
80	142Q/2019/2020	City of Cape Town	Erica Abrahams	0214447119	142Q-2019-2020-078-BE-L-22	TRAFFIC CALMING (SPEED HUMPS, RAISED PEDESTRIAN CROSSINGS & RAISED INTERSECTION) IN VARIOUS AREAS, DISTRICT 3- PAROW/BELLEVILLE	Construction Manager	R	761,158.92	2022

81	142Q/2019/2020	City of Cape Town	Lunati Mfubesi	0214444690/ 0839996512	142Q-2019-2020-086-SW-L-22	FOOTWAYS CONSTRUCTION AND TRAFFIC CALMING MEASURES IN DIFFERENT AREAS OF WARD 84 and 109	Construction Manager	R	333,738.74	2022
82	142Q/2019/2020	City of Cape Town	Lunati Mfubesi	0214444690/ 0839996512	142Q-2019-2020-087-SW-L-22	TRAFFIC CALMING MEASURES IN DIFFERENT STREETS OF WARD 11, 14, 16, 108 and 109	Construction Manager	R	413,927.98	2022
83	142Q/2019/2020	City of Cape Town	Sivuyile Ntakana	0213601273	142Q-2019-2020-083-KH-L-22	Raised Intersection and Speed hump Construction in Steve Tshwete and Govan Mbeki Road – Ward 97, KHAYELITSHA	Construction Manager	R	249,414.19	2022
84	142Q/2019/2020	City of Cape Town	Yolisa Mpendulo	0213601144	142Q-2019-2020-085-KH-L-22	CONSTRUCTION OF SPEED HUMPS IN SINGOLAMTHI ROAD, PAULI ROAD AND NTUBENI ROAD – PHILIPPI AND CROSSROADS AREA	Construction Manager	R	105,340.25	2022
85	142Q/2019/2020	City of Cape Town	Mustaqeem Martin	0735167576	142Q-2019-2020-095-KR-L-22	TRAFFIC CALMING MEASURES IN VARIOUS ROADS WITHIN VARIOUS WARDS - DISTRICT 2, KRAAIFONTEIN	Construction Manager	R	1,282,468.84	2022
86	142Q/2019/2020	City of Cape Town	Sonica / Mustaqeem	0735167576	142Q-2019-2020-099-KR-L-22	NEW TRAFFIC CALMING IN BASUTO STREET & LINE MARKINGS AND SIGNS IN WAGNER WAY , WARD 103	Construction Manager	R	50,613.15	2022
87	142Q/2019/2020	City of Cape Town	Zimasa Mngolo	0214003132	142Q-2019-2020-100-SW-L-22	PEDESTRIAN ACCESS UPGRADE, ENDULINI INFORMAL SETTLEMENT, MFULENI	Construction Manager	R	311,881.03	2022
88	142Q/2019/2020	City of Cape Town	Byron Melville Van Staden	0214444947	142Q-2019-2020-101-KR-L-22	NEW SIDEWALK AND PARKING IN KIPLING STREET - WARD 102	Construction Manager	R	106,059.49	2022
89	142Q/2019/2020	City of Cape Town	Siphiwo Xhalisa	0213601254	142Q-2019-2020-108-KH-L-22	CONSTRUCTION OF SPEED HUMPS IN GAMA CRESCENT. - HARARE - KHAYELITSHA - WARD 98	Construction Manager	R	53,396.47	2022
90	142Q/2019/2020	City of Cape Town	Sivuyile Ntakana	0213601273	142Q-2019-2020-106-KH-L-22	Traffic Calming Measures in Idatia & Maphongwana Avenue - Ward 18 & Bangiso Rd - Ward 91, KHAYELITSHA	Construction Manager	R	471,810.42	2022

Details of Qualifications and Experience of Staff

General Foreman: Siphe Ntaka

No:	Contract	Client	Employer	Contact Details	Project Number	Nature of Works	Position Held	Value of work R(m)	Completion Date
1	142Q/2019/2020	City of Cape Town	Lunati Mfubesi	0214444690/ 0839996512	142Q-2019-2020-009-SW-L-22	TRAFFIC CALMING MEASURES AND FOOTWAYS CONSTRUCTION IN DIFFERENT AREAS OF WARD 11	General Foreman	R 473,505.96	2021
2	142Q/2019/2020	City of Cape Town	Lunati Mfubesi	0214444690/ 0839996512	142Q-2019-2020-010-SW-L-22	TRAFFIC CALMING MEASURES AND FOOTWAYS CONSTRUCTION IN DIFFERENT AREAS OF WARD 17	General Foreman	R 888,287.67	2021
3	142Q/2019/2020	City of Cape Town	Lunati Mfubesi	0214444690/ 0839996512	142Q-2019-2020-011-SW-L-22	TRAFFIC CALMING MEASURES AND FOOTWAYS CONSTRUCTION IN DIFFERENT AREAS OF WARD 16	General Foreman	R 414,177.89	2021
4	142Q/2019/2020	City of Cape Town	Lunati Mfubesi	0214444690/ 0839996512	142Q-2019-2020-012-SW-L-22	TRAFFIC CALMING MEASURES AND FOOTWAYS CONSTRUCTION IN DIFFERENT AREAS OF WARD 14	General Foreman	R 698,844.39	2021
5	142Q/2019/2020	City of Cape Town	Lunati Mfubesi	0214444690/ 0839996512	142Q-2019-2020-016-SW-L-22	TRAFFIC CALMING MEASURES AND FOOTWAYS CONSTRUCTION IN DIFFERENT AREAS OF WARD 100	General Foreman	R 148,005.22	2021
6	142Q/2019/2020	City of Cape Town	Lunati Mfubesi	0214444690/ 0839996512	142Q-2019-2020-017-SW-L-22	TRAFFIC CALMING MEASURES AND FOOTWAYS CONSTRUCTION IN DIFFERENT AREAS OF WARD 86	General Foreman	R 344,850.22	2021
7	142Q/2019/2020	City of Cape Town	Lunati Mfubesi	0214444690/ 0839996512	142Q-2019-2020-018-SW-L-22	TRAFFIC CALMING MEASURES IN DIFFERENT STREETS OF WARD 85	General Foreman	R 172,299.42	2021
8	142Q/2019/2020	City of Cape Town	Lunati Mfubesi	0214444690/ 0839996512	142Q-2019-2020-019-SW-L-22	TRAFFIC CALMING MEASURES AND FOOTWAYS CONSTRUCTION IN DIFFERENT AREAS OF WARD 83	General Foreman	R 298,906.11	2021
9	142Q/2019/2020	City of Cape Town	Byron Melville Van Staden	0214444947	142Q-2019-2020-024-KR-L-22	New sidewalk in klipjing and Parady's, Ward 102	General Foreman	R 212,882.02	2021
10	142Q/2019/2020	City of Cape Town	Luhan Van Greunen	0214444948 0214448210/	142Q-2019-2020-021-KR-L-22	NEW SIDEWALK IN VAN RIEBEECKSHOF ROAD, WARD 70	General Foreman	R 298,604.96	2021
11	142Q/2019/2020	City of Cape Town	Sonica Groenwald	0812733482	142Q-2019-2020-020-KR-L-22	MURP PROJECT IN SUBCOUNCIL 7	General Foreman	R 236,633.09	2021
12	142Q/2019/2020	City of Cape Town	Jaurre Van Niekerk	0214172900	142Q-2019-2020-029-BE-L-22	CONSTRUCTION OF BUS EMBAYMENT - CROSS STREET, BELLVILLE	General Foreman	R 307,337.53	2021
13	142Q/2019/2020	City of Cape Town	Yolisa Mpendulo	0213601144	142Q-2019-2020-KH-014-L-22	CONSTRUCTION OF SPEED HUMP IN KANEELBLOM STREET - LENTEGER - MITCHELLS PLAIN - WARD 76	General Foreman	R 57,496.63	2021
14	142Q/2019/2020	City of Cape Town	Yolisa Mpendulo	0213601144	142Q-2019-2020-KH-013-L-22	CONSTRUCTION OF SPEED HUMP ALONG PALOMINO WAY AND KOORNHOOP STREET - WESTRIDGE - MITCHELLS PLAIN - WARD 78	General Foreman	R 113,172.40	2021
15	142Q/2019/2020	City of Cape Town	Siphiwo Xhalisa	0213601254	142Q-2019-2020-028-KH-L-22	CONSTRUCTION OF SPEED HUMPS IN NYANDENI CRESCENT & INTENGU STREET. - SITE C - KHAYELITSHA - WARD 87	General Foreman	R 90,707.05	2021
16	142Q/2019/2020	City of Cape Town	Sonica Groenwald	0812733482 0214448210/	142Q-2019-2020-031-KR-L-22	NEW TRAFFIC CALMING IN KOMMISSARIS STREET, WARD 70	General Foreman	R 70,230.23	2021
17	142Q/2019/2020	City of Cape Town	Sonica Groenwald	0812733482	142Q-2019-2020-032-KR-L-22	NEW TRAFFIC CALMING IN RAPHAEL CRESCENT, WARD 21	General Foreman	R 33,370.59	2021
18	142Q/2019/2020	City of Cape Town	Siphiwo Xhalisa	0213601254	142Q-2019-2020-034-KH-L-22	CONSTRUCTION OF EIGHT(08) SPEED HUMPS IN VARIOUS STREETS WITHIN WARD# 97- MANDELA PARK - KHAYELITSHA	General Foreman	R 175,063.44	2021
19	142Q/2019/2020	City of Cape Town	Siphiwo Xhalisa	0213601254	142Q-2019-2020-035-KH-L-22	CONSTRUCTION OF FIVE(05) SPEED HUMPS IN VARIOUS STREETS WITHIN WARD# 92- KAYA & ILITHA PARK - KHAYELITSHA	General Foreman	R 97,436.90	2021
21	142Q/2019/2020	City of Cape Town	Siphiwo Xhalisa	0213601254	142Q-2019-2020-041-KH-L-22	CONSTRUCTION OF SIDEWALKS IN VARIOUS STREETS WITHIN WARD# 99- KUYASA - KHAYELITSHA	General Foreman	R 747,375.33	2021

22	142Q/2019/2020	City of Cape Town	Siphiwo Xhalisa	0213601254	142Q-2019-2020-042-KH-L-22	CONSTRUCTION OF SIDEWALKS IN TULANI STREET WITHIN WARD# 92- KAYA - KHAYELITSHA	General Foreman	R	229,956.03	2021
23	142Q/2019/2020	City of Cape Town	Siphiwo Xhalisa	0213601254	142Q-2019-2020-038-KH-L-22	CONSTRUCTION OF SIDEWALKS IN VARIOUS STREETS WITHIN WARD# 94- EYETHU - KHAYELITSHA	General Foreman	R	344,054.38	2021
24	142Q/2019/2020	City of Cape Town	Siphiwo Xhalisa	0213601254	142Q-2019-2020-039-KH-L-22	CONSTRUCTION OF SIDEWALKS IN VARIOUS STREETS WITHIN WARD# 98- HARARE - KHAYELITSHA	General Foreman	R	341,967.33	2021
25	142Q/2019/2020	City of Cape Town	Siphiwo Xhalisa	0213601254	142Q-2019-2020-045-KH-L-22	CONSTRUCTION OF SIDEWALKS IN VARIOUS STREETS WITHIN WARD# 97- UMRHABULO TRIANGLE - KHAYELITSHA	General Foreman	R	229,990.08	2021
26	142Q/2019/2020	City of Cape Town	Sivuyile Ntakana	0213601273	142Q-2019-2020-036-KH-L-22	Court Asphaltting in Turner Place, Erf 297-RE, Woodlands, Mitchells Plain	General Foreman	R	229,507.73	2021
27	142Q/2019/2020	City of Cape Town	Sivuyile Ntakana	0213601273	142Q-2019-2020-037-KH-L-22	Asphalt Sidewalk Construction in Matume Crescent & Nangona Street - Ward 96, KHAYELITSHA	General Foreman	R	804,225.43	2021
28	142Q/2019/2020	City of Cape Town	Yolisa Mpendulo	0213601144	142Q-2019-2020-033-KH-L-22	CONSTRUCTION OF SPEED HUMP IN CHARLES NDABA STREET AND LEONARD RADU STREET - SAMORA MACHEL - PHILIPPI - WARD 33	General Foreman	R	85,073.54	2021
29	142Q/2019/2020	City of Cape Town	Sivuyile Ntakana	0213601273	142Q-2019-2020-040-KH-L-22	ASPHALT SIDEWALK CONSTRUCTION IN DONGWE STREET & FOLOKHWE CRESCENT - WARD 95 KHAYELITSHA	General Foreman	R	574,633.35	2021
30	142Q/2019/2020	City of Cape Town	Mustaqeem Martin	0735167576	142Q-2019-2020-044-KR-L-22	SIDEWALK, WILDEBES WY & VATICAN STREET PHASE 4, WARD 103, DISTRICT 2, KRAAIFONTEIN	General Foreman	R	293,528.68	2021
33	142Q/2019/2020	City of Cape Town	Sakhi Mkolko	0213601109	142Q-2019-2020-055-KH-L-22	FOOTWAY MAINTENANCE IN WESPOORT, 10TH AVENUE AND MYCITY BUS TERMINUS, MITCHELLS PLAIN	General Foreman	R	986,596.39	2021
40	142Q/2019/2020	City of Cape Town	Eliethu Zembe	0213601247	142Q-2019-2020-011-KH-L-22	MAINTENANCE OF ROADS INFRASTRUCTURE IN MITCHELLS PLAIN TOWN CENTRE	General Foreman	R	918,881.61	2021
41	142Q/2019/2020	City of Cape Town	Jacques Malgas	0734430232 0214447119/	142Q-2019-2020-BE-003-L-22	Side-walk Construction; Belhar, Greenlands, Parow and Parow Industria	General Foreman	R	430,797.86	2021
42	142Q/2019/2020	City of Cape Town	Sizwe Belani	0658918770	142Q-2019-2020-BE-002-L-22	DELFT VERGE HARDENING AND FOOTWAY CONSTRUCTION	General Foreman	R	2,601,647.23	2021
43	142Q/2019/2020	City of Cape Town	Byron Melville Van Staden	0214444947	142Q-2019-2020-KH-012-L-22	NEW SIDEWALK IN CARNATION STREET, WARD 70	General Foreman	R	228,717.87	2021
44	142Q/2019/2020	City of Cape Town	Byron Melville Van Staden	0214444947	142Q-2019-2020-KH-013-L-22	NEW TRAFFIC CALMING IN 11TH AVENUE GROENEWOUD STREET, WARD 111	General Foreman	R	127,646.18	2021
45	142Q/2019/2020	City of Cape Town	Byron Melville Van Staden	0214444947	142Q-2019-2020-KR-015-L-22	NEW TRAFFIC CALMING IN RAEI, DUNDEE AND RIDGE STREET, WARD 103	General Foreman	R	63,264.03	2021
46	142Q/2019/2020	City of Cape Town	Byron Melville Van Staden	0214444947	142Q-2019-2020-KR-016-L-22	NEW SIDEWALK AND PARKING IN KIPLING AND HILL STREET, WARD 102	General Foreman	R	423,361.54	2021
47	142Q/2019/2020	City of Cape Town	Byron Melville Van Staden	0214444947	142Q-2019-2020-KR-017-L-22	NEW SIDEWALK IN VAN RIEBEECKSHOF ROAD, WARD 70	General Foreman	R	111,373.89	2021
48	142Q/2019/2020	City of Cape Town	Byron Melville Van Staden	0214444947	142Q-2019-2020-KR-018-L-22	NEW TRAFFIC CALMING IN ZONNEBURG STREET, WARD 21	General Foreman	R	28,704.06	2021
49	142Q/2019/2020	City of Cape Town	Byron Melville Van Staden	0214444947	142Q-2019-2020-KR-019-L-22	NEW TRAFFIC CALMING IN HO DE VILLIERS AND GROENEWOUD STREET, WARD 8	General Foreman	R	163,323.42	2021
50	142Q/2019/2020	City of Cape Town	Byron Melville Van Staden	0214444947	142Q-2019-2020-KR-020-L-22	NEW TRAFFIC CALMING IN BUITEN AND PARK STREET	General Foreman	R	53,579.28	2021
51	142Q/2019/2020	City of Cape Town	Byron Melville Van Staden	0214444947	142Q-2019-2020-KR-030-L-22	NEW SIDEWALK IN PARADYS- AND SENDING STREET, WARD 102	General Foreman	R	229,495.56	2021
52	142Q/2019/2020	City of Cape Town	Byron Melville Van Staden	0214444947	142Q-2019-2020-KR-032-L-22	NEW SIDEWALK IN HAFELE STREET, WARD 112	General Foreman	R	114,940.99	2021
53	142Q/2019/2020	City of Cape Town	Byron Melville Van Staden	0214444947	142Q-2019-2020-KR-037-L-22	NEW SIDEWALK IN ALFRED- AND VLEI STREET, CAPEX PROJECT	General Foreman	R	258,667.98	2021
54	142Q/2019/2020	City of Cape Town	Byron Melville Van Staden	0214444947	142Q-2019-2020-KR-038-L-22	NEW SIDEWALK IN 6TH AVENUE AND PERTH ROAD, CAPEX PROJECT	General Foreman	R	195,352.71	2021
55	142Q/2019/2020	City of Cape Town	Byron Melville Van Staden	0214444947	142Q-2019-2020-KR-040-L-22	NEW SIDEWALK IN MILTON ROAD, CAPEX PROJECT	General Foreman	R	162,811.96	2021
56	142Q/2019/2020	City of Cape Town	Yolisa Mpendulo	0213601144	142Q-2019-2020-KH-039-L-22	CONSTRUCTION OF SPEED HUMP IN DUINE DRIVE - WOODLANDS - MITCHELLS PLAIN - WARD 75	General Foreman	R	28,883.98	2021

57	142Q/2019/2020	City of Cape Town	Mustaqeem Martin	0735167576	142Q-2019-2020-BE-043-L-22	TRAFFIC CALMING (SPEED HUMPS, RAISED PEDESTRIAN CROSSINGS & RAISED INTERSECTIONS) IN VARIOUS WARDS, DISTRICT 3 – PAROW/BELVILLE	General Foreman	R	1,142,566.08	2021
58	142Q/2019/2020	City of Cape Town	Lunati Mfubesi	0214444690/ 0639996512	142Q-2019-2020-SW-045-L-22	ROADS UPGRADE IN LOURENSFORD, SCHOLTZ, RUE DE JACQUELINE STREETS AND VARIOUS TRAFFIC CALMING MEASURES IN DISTRICT 4	General Foreman	R	976,617.52	2021
59	142Q/2019/2020	City of Cape Town	Siphiwo Xhalisa	0213601254	142Q-2019-2020-KH-049-L-22	CONSTRUCTION OF PARKING EMBAYMENT IN MITCHELL AVENUE. - WOODLANDS - MITCHELLS PLAIN - WARD 75	General Foreman	R	330,489.88	2021
60	142Q/2019/2020	City of Cape Town	Byron Mielville Van Staden	0214444947	142Q-2019-2020-KR-054-L-22	NEW TRAFFIC CALMING FOR NETWORK DEVELOPMENT	General Foreman	R	393,443.62	2021
61	142Q/2019/2020	City of Cape Town	Jaunre Van Niekerk	0214172900	142Q-2019-2020-SW-047-L-22	CONSTRUCTION OF TAXI EMBAYMENT – SOMERSET WEST	General Foreman	R	359,465.15	2021
62	142Q/2019/2020	City of Cape Town	Byron Mielville Van Staden	0214444947	142Q-2019-2020-KR-063-L-22	SIDEWALK WILDEBEES WAY PHASE 3, WARD 103	General Foreman	R	63,241.90	2021
63	142Q/2019/2020	City of Cape Town	Sivuyile Ntakana	0213601273	142Q-2019-2020-KH-060-L-22	New Speed Hump & Raised Intersection in Mitchell Avenue, Woodlands, Mitchells Plain and New Speed Humps in Gximifza Crescent & Luleka Street, Maknaza, Khayelitsha	General Foreman	R	243,537.17	2021
64	142Q/2019/2020	City of Cape Town	Mubeen Cassiem	0214004394/ 0824590808	142Q-2019-2020-SW-066-L-22	VEHICULAR AND PEDESTRIAN SAFETY, LA INFORMAL SETTLEMENT, MFULENI	General Foreman	R	646,168.55	2021
65	142Q/2019/2020	City of Cape Town	Lunati Mfubesi	021 444 4690/ 063 999 6512	142Q-2019-2020-043-SW-L-22	TRAFFIC CALMING MEASURES IN DIFFERENT STREETS OF WARD 19	General Foreman	R	177,582.56	2022
66	142Q/2019/2020	City of Cape Town	Siphiwo Xhalisa	0213601254	142Q-2019-2020-062-KH-L-22	CONSTRUCTION OF SEVEN(07) SPEED HUMPS IN VARIOUS STREETS WITHIN WARD# 99- KUYASA - KHAYELITSHA	General Foreman	R	143,747.75	2022
67	142Q/2019/2020	City of Cape Town	Qhawe Ntsokolo	0214447111/ 0814161407	142Q-2019-2020-058-BE-L-22	BALELES SIDEWALK CONSTRUCTION, DELFT AND DAUPHINE STREET ROAD REPAIRS AND ANCILLARY WORKS, DE TUGER.	General Foreman	R	562,875.89	2022
68	142Q/2019/2020	City of Cape Town	Sakhi Mkofo	0213601109/ 0733815387	142Q-2019-2020-056-KH-L-22	MAINTANACE OF VARIOUS MEDIAN ISLANDS IN ROCKLANDS	General Foreman	R	1,066,769.46	2022
69	142Q/2019/2020	City of Cape Town	Zimasa Mngqolo	0214003132	142Q-2019-2020-057-KH-L-22	STORMWATER AND ACCESS, ERF 40-RE HARRY GWALA INFORMAL SETTLEMENT, PHILIPPI	General Foreman	R	1,109,049.66	2022
70	142Q/2019/2020	City of Cape Town	Nico Theunissen	0213601130	142Q-2019-2020-068-KH-L-22	REPAIR OF DAMAGED FOOTWAYS IN SPINE ROAD, WESPOORT DRIVE, BOND STREET AND ESTHER CRESCENT IN MITCHELLS PLAIN	General Foreman	R	1,068,820.52	2022
71	142Q/2019/2020	City of Cape Town	Siphiwo Xhalisa	0213601254	142Q-2019-2020-065-KH-L-22	CONSTRUCTION OF FIVE(05) SPEED HUMPS IN VARIOUS STREETS WITHIN WARD# 98- HARARE - KHAYELITSHA	General Foreman	R	133,227.00	2022
72	142Q/2019/2020	City of Cape Town	Yolisa Mpendulo	0213601144	142Q-2019-2020-066-KH-L-22	SIDEWALK CONSTRUCTION IN LANGA MASSACRE ROAD AND THABO RAKUBA ROAD, SAMORA MACHEL, PHILIPPI - WARD 33	General Foreman	R	315,016.43	2022
73	142Q/2019/2020	City of Cape Town	Yolisa Mpendulo	0213601144	142Q-2019-2020-067-KH-L-22	CONSTRUCTION OF SPEED HUMPS IN KLIPSPRINGER STREET AND KNOBWOOD STREET - EASTRIDGE - MITCHELLS PLAIN- WARD 79	General Foreman	R	114,866.51	2022
74	142Q/2019/2020	City of Cape Town	Sivuyile Ntakana	0213601273	142Q-2019-2020-071-KH-L-22	Asphalt Sidewalk Construction in Ilanda & Ithobo-hobo Street – Ward 93, KHAYELITSHA	General Foreman	R	551,764.95	2022
75	142Q/2019/2020	City of Cape Town	Zimasa Mngqolo	0214003132	142Q-2019-2020-074-SW-L-22	STORMWATER SERVICES AND ACCESS, ERF 1-RE SHUKUSHUMA INFORMAL SETTLEMENT, MFULENI	General Foreman	R	2,079,154.74	2022
76	142Q/2019/2020	City of Cape Town	Yolisa Mpendulo	0213601144	142Q-2019-2020-076-KH-L-22	CONSTRUCTION OF SPEED HUMP IN FISHERMANS WAY - WOODRIDGE – MITCHELLS PLAIN- WARD 75	General Foreman	R	33,343.49	2022
77	142Q/2019/2020	City of Cape Town	Siphiwo Xhalisa	0213601254	142Q-2019-2020-077-KH-L-22	CONSTRUCTION OF SPEED HUMPS IN SHUKUMA STREET & LULAMILE CRESCENT. - UMRHABULO TRIANGLE - KHAYELITSHA - WARD 95 & 96	General Foreman	R	65,381.45	2022
78	142Q/2019/2020	City of Cape Town	Sivuyile Ntakana	0213601273	142Q-2019-2020-081-KH-L-22	Speedhumps Construction in Basil Amos Zondi Street – Ward 93, KHAYELITSHA	General Foreman	R	98,062.33	2022
79	142Q/2019/2020	City of Cape Town	Sivuyile Ntakana	0213601273	142Q-2019-2020-082-KH-L-22	Raised Intersection Construction in Bathandwa Ndonge & Tambo Road and Mongesi Road & Nanana Street – Ward 94, KHAYELITSHA	General Foreman	R	298,871.52	2022
80	142Q/2019/2020	City of Cape Town	Erica Abrahams	0214447119	142Q-2019-2020-078-BE-L-22	TRAFFIC CALMING (SPEED HUMPS, RAISED PEDESTRIAN CROSSINGS & RAISED INTERSECTION) IN VARIOUS AREAS, DISTRICT3- PAROW/BELVILLE	General Foreman	R	761,158.92	2022

81	142Q/2019/2020	City of Cape Town	Lunati Mfubesi	0214444690/ 0839996512	142Q-2019-2020-086-SW-L-22	FOOTWAYS CONSTRUCTION AND TRAFFIC CALMING MEASURES IN DIFFERENT AREAS OF WARD 84 and 109	General Foreman	R	333,738.74	2022
82	142Q/2019/2020	City of Cape Town	Lunati Mfubesi	0214444690/ 0839996512	142Q-2019-2020-087-SW-L-22	TRAFFIC CALMING MEASURES IN DIFFERENT STREETS OF WARD 11, 14, 16, 108 and 109	General Foreman	R	413,927.98	2022
83	142Q/2019/2020	City of Cape Town	Sivuyile Ntakana	0213601273	142Q-2019-2020-083-KH-L-22	Raised intersection and Speed hump Construction in Steve Tshwete and Govan Mbeki Road – Ward 97, KHAYELITSHA	General Foreman	R	249,414.19	2022
84	142Q/2019/2020	City of Cape Town	Yolisa Mpendulo	0213601144	142Q-2019-2020-085-KH-L-22	CONSTRUCTION OF SPEED HUMPS IN SINGQOLAMTHI ROAD, PAULI ROAD AND NTUBENI ROAD – PHILIPPI AND CROSSROADS AREA	General Foreman	R	105,340.25	2022
85	142Q/2019/2020	City of Cape Town	Mustaqeem Martin	0735167576	142Q-2019-2020-095-KR-L-22	TRAFFIC CALMING MEASURES IN VARIOUS ROADS WITHIN VARIOUS WARDS - DISTRICT 2, KRAAIFONTEIN	General Foreman	R	1,282,468.84	2022
86	142Q/2019/2020	City of Cape Town	Sonica / Mustaqeem	0735167576	142Q-2019-2020-099-KR-L-22	NEW TRAFFIC CALMING IN BASUTO STREET & LINE MARKINGS AND SIGNS IN WAGNER WAY, WARD 103	General Foreman	R	50,613.15	2022
87	142Q/2019/2020	City of Cape Town	Zimasa Mhqolo	0214003132	142Q-2019-2020-100-SW-L-22	PEDESTRIAN ACCESS UPGRADE, ENDULINI INFORMAL SETTLEMENT, MFULENI	General Foreman	R	311,881.03	2022
88	142Q/2019/2020	City of Cape Town	Byron Melville Van Staden	0214444947	142Q-2019-2020-101-KR-L-22	NEW SIDEWALK AND PARKING IN KIPLING STREET - WARD 102	General Foreman	R	106,059.49	2022
89	142Q/2019/2020	City of Cape Town	Siphiwo Xhalisa	0213601254	142Q-2019-2020-108-KH-L-22	CONSTRUCTION OF SPEED HUMPS IN GAMA CRESCENT, HARARE - KHAYELITSHA - WARD 98	General Foreman	R	53,396.47	2022
90	142Q/2019/2020	City of Cape Town	Sivuyile Ntakana	0213601273	142Q-2019-2020-106-KH-L-22	Traffic Calming Measures in Idara & Maphongwana Avenue - Ward 18 & Bangiso Rd - Ward 91, KHAYELITSHA	General Foreman	R	471,810.42	2022

CAPE WINELANDS DISTRICT MUNICIPALITY

CONTRACT NO. T2022/038

CONSTRUCTION / UPGRADING OF SIDEWALKS AND EMBAYMENTS AT URBAN SCHOOLS WITHIN CWDM

SCHEDULE 8: DETAILS OF SITE AGENT'S AND 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.

SITE AGENT	NAME: <i>Smuts Brandt</i> NQF LEVEL.....				
CONTRACT & CLIENT	NATURE OF WORK	POSITION HELD	VALUE OF WORK	OF	YEAR COMPLETED
<i>SEE ATTACHED</i>					

GENERAL FOREMAN	NAME: <i>Siphe Ntaka</i> NQF LEVEL.....				
CONTRACT & CLIENT	NATURE OF WORK	POSITION HELD	VALUE OF WORK	OF	YEAR COMPLETED
<i>See Attached</i>					

Number of sheets, appended by the tenderer to this Schedule *8* (If nil, enter NIL).

SIGNED ON BEHALF OF THE TENDERER: *[Signature]*

CAPE WINELANDS DISTRICT MUNICIPALITY

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CWDM**

SCHEDULE 9: CERTIFICATES OF CONTRACTOR REGISTRATION

CIDB Contractor Registration Certificate

A Certificate of Contractors Registration issued by the Construction Industry Development Board (CIDB) shall be attached 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.

SIGNED ON BEHALF OF TENDERER: 

Contractor Grades

Approved Grade 9

Class of Work Type CE

Active From 2022-08-05

Activation Date 2022-08-05

Print

CAPE WINELANDS DISTRICT MUNICIPALITY

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CONSTRUCTION / UPGRADING OF SIDEWALKS AND EMBAYMENTS AT URBAN SCHOOLS WITHIN CWDM

SCHEDULE NO. 10: CERTIFICATE FOR MUNICIPAL SERVICES AND PAYMENTS TO SERVICE PROVIDER

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: Triple C Maintenance & Services

Account number: 212 734 116

Account number:

FOR MUNICIPAL USE ONLY

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

GA Du Toit

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.

N/A

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, Irene Elizabeth Septima Roos, 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

24.08.2022

Signature for and on behalf of the bidder

Date

CAPE WINELANDS DISTRICT MUNICIPALITY
CONTRACT NO. T2022/038
CONSTRUCTION / UPGRADING OF SIDEWALKS AND EMBAYMENTS AT URBAN SCHOOLS WITHIN
CWDM

SCHEDULE NO. 11: CREDIT ORDER INSTRUCTIONS

It is the policy of the Cape Winelands District Municipality to pay all creditors by means of direct bank transfers. Please complete this information and acquire your banker's confirmation.

DETAILS OF FIRM/INSTITUTION

Name	TRIPLE C MAINTENANCE
	E SERVICES

DETAILS OF MY/OUR BANK ACCOUNT ARE AS FOLLOWS:

NAME OF BANK	ABSA
NAME OF BRANCH	SAN TIMOTER
BRANCH CODE	632005
ACCOUNT NUMBER	4059341348
TYPE OF ACCOUNT	1 <input type="checkbox"/> 1 - Cheque 2 <input type="checkbox"/> 2 - Savings

I/we hereby request and authorise the Cape Winelands district municipality to pay any amounts that may accrue to me/us to the credit of my/our bank account.

I/we understand that a payment advice will be supplied by the Cape Winelands District municipality in the normal way that will indicate the date on which funds will be available in my/our bank account and details of payment.

I/we further undertake to inform the Cape Winelands District municipality in advance of any change in my/our bank details and accept that this authority may only be cancelled by me/us by giving thirty days' notice by prepaid registered post.

I.E.S. ROOS
INITIALS AND SURNAME:

[Signature]
AUTHORISED SIGNATURE:

24.08.2022
DATE:

021-9050167
TELEPHONE NUMBER:

FOR BANK USE ONLY

I/we hereby certify that the details of our clients bank account as indicated on the credit order instruction is correct:

.....
AUTHORISED SIGNATURE



FOR FULL SUPPLIER ACCREDITATION ALL PARTS MUST BE COMPLETED AND SIGNED:

CAPE WINELANDS DISTRICT MUNICIPALITY

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CONSTRUCTION / UPGRADING OF SIDEWALKS AND EMBAYMENTS AT URBAN SCHOOLS WITHIN
CWDM

SCHEDULE 12 : RECORD OF ADDENDA TO TENDER DOCUMENTS

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

	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Attach additional pages if more space is required.

Signed  Date 24.08.2022
Name Irene Roos Position member
Tenderer Triple C maintenance & services

CAPE WINELANDS DISTRICT MUNICIPALITY

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**CONSTRUCTION / UPGRADING OF SIDEWALKS AND EMBAYMENTS AT URBAN SCHOOLS WITHIN
CWDM**

SCHEDULE 13 : ALTERATIONS/AMENDMENTS BY 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.3.8.2 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/ITEM	CLAUSE/DESCRIPTION

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

SIGNED ON BEHALF OF TENDERER:



CAPE WINELANDS DISTRICT MUNICIPALITY

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SCHEDULE 14: DECLARATION OF INTEREST

MBD 4

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

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

3.1 Full Name of bidder or his or her representative: Irene Elizabeth Septima Roos

3.2 Identity Number: 700912 0043082

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

3.4 Company Registration Number: 2004/018121/23

3.5 Tax Reference Number: ~~4420216881~~ 9585304158 *GR*

3.6 VAT Registration Number: 4420216881

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

3.8 Are you presently in the service of the state? YES NO

3.8.1 If yes, furnish particulars.
N/A

3.9 Have you been in the service of the state for the past twelve months? YES NO

3.9.1 If yes, furnish particulars.
N/A

3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and/or who may be involved with the evaluation and/or adjudication of this or any other prospective bid? YES NO

3.10.1 If yes, furnish particulars. N/A
(Please write in BLOCK letters! - Add separate page if more than one.)

SA ID Number:		Relation:	
Surname:	<u>N/A</u>		
Full Names:			
Organ of State:		Persal No:	

3.11 Are you aware of any relationship (family, friend, other) between any other bidder/supplier and any persons in the service of the state who may be involved with the evaluation and/or adjudication of this or any other prospective bid? YES NO

3.11.1 If yes, furnish particulars. *N/A*
(Please write in BLOCK letters! - Add separate page if more than one.)

SA ID Number:		Relation:	
Surname:	<i>N/A</i>		
Full Names:			
Organ of State:		Persal No:	

3.12 Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in the service of the state? YES NO

3.12.1 If yes, furnish particulars. *N/A*
(Please write in BLOCK letters! - Add separate page if more than one.)

SA ID Number:		Relation:	
Surname:	<i>N/A</i>		
Full Names:			
Organ of State:		Persal No:	

3.13 Is any spouse, child or parent of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? YES NO

3.13.1 If yes, furnish particulars. *N/A*
(Please write in BLOCK letters! - Add separate page if more than one.)

SA ID Number:		Relation:	
Surname:	<i>N/A</i>		
Full Names:			
Organ of State:		Persal No:	

3.14 Do you or any of the directors, trustees, managers, principle or shareholders, stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract. YES NO

3.14.1 If yes, furnish particulars.
N/A
.....
.....

3.15 Is the supplier or any of its directors/partners listed on the National Treasury's database as a company or person prohibited from doing business with the public sector? YES NO

3.15.1 If yes, furnish particulars.
N/A
.....
.....

3.16 Is the supplier 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)? YES NO

3.16.1 If yes, furnish particulars.
 N/A

3.17 Was the supplier 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

3.17.1 If yes, furnish particulars.
 N/A

3.18 Does the supplier or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months? YES NO

3.18.1 If yes, furnish particulars.
 N/A

3.19 Was any contract between the supplier 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

3.19.1 If yes, furnish particulars.
 N/A

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

Full Name	Identity Number	State Employee Peral Number
Irene Elizabeth Septima Roos	7009120043082	N/A

Full Name	Identity Number	State Employee Peral Number

.....
[Signature]
Signature

..... 24.08.2022
Date

..... member
Capacity of Signatory

..... Triple C Maintenance + Service
Name of Bidder/Company/CC Name

MANDATORY SECTION: THIS DECLARATION WILL NOT BE EXCEPTED IF NOT CERTIFIED:

- ¹ MSCM Regulations: "in the service of the state" means to be –
- (a) a member of –
 - (i) any municipal council;
 - (ii) any provincial legislature; or
 - (iii) the national Assembly or the national Council of provinces;
 - (b) a member of the board of directors of any municipal entity;
 - (c) an official of any municipality or municipal entity;
 - (d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);
 - (e) a member of the accounting authority of any national or provincial public entity; or
 - (f) an employee of Parliament or a provincial legislature.
- ² "Shareholder" means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company.

Commissioner of Oaths

Signed and sworn to before me at *WILLOW*
..... on this the *25th* day of *AUGUST*, 20*22* by the Deponent, who has acknowledged that he/she knows and understands the contents of this Affidavit, it is true and correct to the best of his/her knowledge and that he/she has no objection to taking the prescribed oath, and that the prescribed oath will be binding on his/her conscience.

[Signature]
.....
COMMISSIONER OF OATHS:

Position: *W/O*
.....

Address: *VAN NIEKERK ROAD*
.....
WILLOW
.....

Tel: *021 900 28 46*
.....

Apply official stamp of authority on this page:

This document is compulsory, in terms of Regulation 44 of the Supply Chain Management Regulations, to do business with any municipality – If not endorsed by a Commissioner of Oaths, or failure to submit it, will disqualify your business from the acquisition process. (Must be submitted annually)

SUID-AFRIKAANSE POLISIEDIENS
Gemeenskapsdientsentrum
Community Service Centre
REKENPLIGTIG / ACCOUNTING
KUILS RIVER
SOUTH AFRICA POLICE SERVICE

25 AUG 2022

CAPE WINELANDS DISTRICT MUNICIPALITY

CONTRACT NO. T2022/038

CONSTRUCTION / UPGRADING OF SIDEWALKS AND EMBAYMENTS AT URBAN SCHOOLS WITHIN CWDM

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

MBD 8

- 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	<p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
4.1.1	<p>If so, furnish particulars:</p> <p align="center">N/A</p>		
4.2	<p>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)?</p> <p>The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
4.2.1	<p>If so, furnish particulars:</p> <p align="center">N/A</p>		

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 <input type="checkbox"/>	No <input checked="" type="checkbox"/>
4.3.1	If so, furnish particulars: N/A		
Item	Question	Yes	No
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 three months?	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
4.4.1	If so, furnish particulars: N/A		
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 <input type="checkbox"/>	No <input checked="" type="checkbox"/>
4.7.1	If so, furnish particulars: N/A		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME) Juene E.S. Roos

CERTIFY THAT THE INFORMATION FURNISHED ON THIS
DECLARATION FORM 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.

..... Juene E.S. Roos

Signature

..... 24.08.2022

Date

..... member

Position

..... Triple C Maintenance & Services

Name of Bidder

CAPE WINELANDS DISTRICT MUNICIPALITY

CONTRACT NO. T2022/038

**CONSTRUCTION / UPGRADING OF SIDEWALKS AND EMBAYMENTS AT URBAN SCHOOLS WITHIN
CWDM**

SCHEDULE 16: CERTIFICATE OF INDEPENDENT BID DETERMINATION

MBD 9

- 1 This Municipal Bidding Document (MBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

² Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

Tender NO. T 2022/038
 (Bid Number and Description)

in response to the invitation for the bid made by:

Cape Winelands district Municipality
 (Name of Municipality / Municipal Entity)

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

I certify, on behalf of: Triple C Maintenance + Services CC
 (Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or 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 bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.

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 bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid 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 bids and contracts, bids 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.

.....
 Signature

..... 24.08.2022
 Date

..... member
 Position

..... Triple C Maintenance
 Name of Bidder + Services

³ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

CAPE WINELANDS DISTRICT MUNICIPALITY

CONTRACT NO. T2022/038

**CONSTRUCTION / UPGRADING OF SIDEWALKS AND EMBAYMENTS AT URBAN SCHOOLS WITHIN
CWDM**

SCHEDULE 17: TAX CLEARANCE CERTIFICATE REQUIREMENTS

A copy of a Tax Compliance Status Pin, printed from the South African Revenue Service (SARS) website, must accompany the bid documents. The onus is on the bidder to ensure that their tax matters are in order with SARS. In the case of a Consortium/Joint Venture every member must submit a separate Tax Compliance Status Pin, printed from the SARS website, with the bid documents.

If a bid is not supported by a Tax Compliance Status Pin as an attachment to the bid documents, the Municipality reserves the right to obtain such documents after the closing date to verify that the bidder's tax matters are in order. If no such document can be obtained within a period as specified by the Municipality, the bid will be disqualified.

The Tax Compliance Status Pin will be verified by the Municipality on the SARS website.

CAPE WINELANDS DISTRICT MUNICIPALITY

CONTRACT NO. T2022/038

CONSTRUCTION / UPGRADING OF SIDEWALKS AND EMBAYMENTS AT URBAN SCHOOLS WITHIN CWDM

SCHEDULE NO. 18: DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

MBD 6.2

This Municipal Bidding Document (MBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably). Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017 and the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2011 (Regulation 9) makes provision for the promotion of local production and content.
- 1.2. Regulation 9.(1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for bids referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

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

Where

- x is the imported content in Rand
y is the bid price in Rand excluding value added tax (VAT)

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

The SABS approved technical specification number SATS 1286:2011 is accessible on <http://www.thedti.gov.za/industrialdevelopment/ip.jsp> at no cost.

1.6. A bid may be disqualified if –

- (a) this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation; and
- (b) the bidder fails to declare that the Local Content Declaration Templates (Annex C, D and E) have been audited and certified as correct.

2. Definitions

- 2.1. "bid" includes written price quotations, advertised competitive bids or proposals;
- 2.2. "bid price" price offered by the bidder, excluding value added tax (VAT);
- 2.3. "contract" means the agreement that results from the acceptance of a bid by an organ of state;
- 2.4. "designated sector" means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only

locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;

- 2.5. "duly sign" means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility (close corporation, partnership or individual).
- 2.6. "imported content" means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad (this includes labour and intellectual property costs), plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;
- 2.7. "local content" means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;
- 2.8. "stipulated minimum threshold" means that portion of local production and content as determined by the Department of Trade and Industry; and
- 2.9. "sub-contract" means the primary contractor's assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.
3. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
Steel Products and components for Construction	100%
a) Traffic signs incl 80mm galvanized tubular steel supports	100%
b) Galvanised steel mesh fencing, 2,1m high including 75mm steel tube posts	100%
c) Galvanised steel pedestrian swing gate	100%
d) Cement	100%

4. Does any portion of the services, works or goods offered have any imported content?
(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input checked="" type="checkbox"/>
-----	--------------------------	----	-------------------------------------

4.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by the SARB for the specific currency at 12:00 on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on www.reservebank.co.za.

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

5. Were the Local Content Declaration Templates (Annex C, D and E) audited and certified as correct?
(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input checked="" type="checkbox"/>
-----	--------------------------	----	-------------------------------------

5.1. If yes, provide the following particulars:

- (a) Full name of audit or:
- (b) Practice number:
- (c) Telephone and cell number:
- (d) Email address:

(Documentary proof regarding the declaration will, when required, be submitted to the satisfaction of the Accounting Officer / Accounting Authority)

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

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

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

IN RESPECT OF BID NO. T2022/038.....

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

Cape Winelands District Municipality.....

NB

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

2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on http://www.thedti.gov.za/industrial_development/ip.jsp. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below. Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, Irene Elizabeth Septima Roos (full names), do hereby declare, in my capacity as Member of Triple C Maintenance & Services (name of bidder entity), the following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that
 - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
 - (ii) the declaration templates have been audited and certified to be correct.

(c) The local content percentages (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C;

Bid price, excluding VAT (y)	R <u>510737.50</u>
Imported content (x), as calculated in terms of SATS 1286:2011	R <u>0.00</u>
Stipulated minimum threshold for local content (paragraph 3 above)	<u>510737.50</u>
Local content %, as calculated in terms of SATS 1286:2011	<u>100%</u>

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above. The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.

(d) I accept that the Procurement Authority / Municipality /Municipal Entity has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.

(e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Municipal / Municipal Entity imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2011 promulgated under the Preferential Policy Framework Act (PPFA), 2000 (Act No. 5 of 2000)

SIGNATURE: 

DATE: 24.08.2022

WITNESS No. 1 

DATE: 24.08.2022

WITNESS No. 2 K. M. Mabinba

DATE: 24.08.2022

Annex C

Local Content Declaration - Summary Schedule


Note: VAT to be excluded from all calculations

(C1) Tender No. T2022/038
 (C2) Tender description: CONSTRUCTION/UPGRADING OF SIDEWALKS AND EMBAYMENTS AT URBAN SCHOOLS
 (C3) Designated product(s) Cement
 (C4) Tender Authority: Triple C Maintenance and Services
 (C5) Tendering Entity name: Pula
 (C6) Tender Exchange Rate: EU GBP
 (C7) Specified local content %

Tender item no's	List of items	Tender price - each (excl VAT)	Calculation of local content				Tender summary					
			Exempted imported value (C11)	Tender value net of exempted imported content (C12)	Imported value (C13)	Local value (C14)	Local content % (per item) (C15)	Total tender value (C17)	Total exempted imported content (C18)	Total imported content (C19)		
(C8)	Reinforcement											
6.14	(b) High-tensile Welded mesh - Ref 395 Statutory signs, supplied and erected complete with 80mm galvanised tubular steel supports	75	0	75	0	75	100%	3750	0	0		
6.44	a) 610mm maximum dimension	1360	0	1360	0	1360	100%	13600	0	0		
6.45	b) 914mm max dimension	1950	0	1950	0	1950	100%	7800	0	0		
6.46	a) R1	1360	0	1360	0	1360	100%	4080	0	0		
6.47	b) R2.1	1855	0	1855	0	1855	100%	3710	0	0		

Tender item no's	List of items	Calculation of local content					Tender summary				
		Tender price - each (incl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)	Tender Qty	Total tender value	Total exempted imported content	Total imported content
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)	(C16)	(C17)	(C18)	(C19)
6.48	a) W306	1445	0	1445	0	1445	100%	3	4335	0	0
6.49	b) W308	1445	0	1445	0	1445	100%	2	2890	0	0
6.5	c) W332	1445	0	1445	0	1445	100%	4	5780	0	0
6.51	d) W401	795	0	795	0	795	100%	8	6360	0	0
6.52	e) W402	795	0	795	0	795	100%	6	4770	0	0
6.53	a) IN11.1 (30km/h)	445	0	445	0	445	100%	8	3560	0	0
6.54	b) IN11.5 (hump symbol)	445	0	445	0	445	100%	3	1335	0	0
6.67	Supply and erect new galvanised steel mesh	950	0	950	0	950	100%	20	19000	0	0
6.68	Supply and erect new galvanised pedestrian swing gate	7000	0	7000	0	7000	100%	1	7000	0	0
								(C20) Total tender value		87 970,00	
										(C21) Total Exempt imported content	
										87 970,00	
										(C22) Total Tender value net of exempt imported content	
										87 970,00	
										(C23) Total imported content	
										87 970,00	
										(C24) Total local content	
										100,00	
										(C25) Average local content % of tender	
										100,00	

Signature of tenderer from Annex B


24/08/2022

Date:

Annex C

Local Content Declaration - Summary Schedule

(C1) Tender No.	T2022/038
(C2) Tender description:	CONSTRUCTION/UPGRADING OF SIDEWALKS AND EMBANKMENTS AT URBAN SCHOOLS
(C3) Designated product(s)	Cement
(C4) Tender Authority:	Triple C. Maintenance and Services
(C5) Tendering Entity name:	Pula
(C6) Tender Exchange Rate:	EU <input type="text"/> GBP <input type="text"/>
(C7) Specified local content %	

NOTE: VAT to be excluded from all calculations

Tender item no's	List of items	Tender price - each (excl VAT)	Calculation of local content				Tender summary				
			Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)	Tender Qty	Total tender value	Total exempted imported content	Total imported content
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)	(C16)	(C17)	(C18)	(C19)
12000G	Concrete structures										
6,15	Blinding 15Mpa/ 19mm concrete 50mm thicj	137,5	0	137,5	0	137,5	100%	55	7562,5	0	0
9,16	Cement content in concrete floor										
	Strength concrete 25Mpa/19mm, a) all structures	2635	0	2635	0	2635	100%	8	21080	0	0
6,26	Cement content in concrete floor										
	Stabilising Agent, a) Portland cement	2200	0	2200	0	2200	100%	1,5	3300	0	0
	Cement content in concrete floor										

SATS 1286.2011

Tender item no's	List of items	Calculation of local content				Tender summary					
		Tender price - each (excl VAT) (C10)	Exempted imported value (C11)	Tender value net of exempted imported content (C12)	Imported value (C13)	Local value (C14)	Local content % (per item) (C15)	Tender Qty (C16)	Total tender value (C17)	Total exempted imported content (C18)	Total Imported content (C19)
(C8)	(C9) construct block paving to suit existing and detail, complete with all edging requirements, etc										
6,35	a) 80mm thick interlocking concrete paver 35Mpa	270	0	270	0	270	100%	90	24300	0	0
6,36	Cement content in concrete floor 1) Straight cutting	75	0	75	0	75	100%	70	5250	0	0
6,37	Cement content in concrete floor 2) Circular cutting	85	0	85	0	85	100%	15	1275	0	0

Tender item no's	List of items	Calculation of local content					Tender summary				
		Tender price - each (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)	Tender Qty	Total tender value	Total exempted imported content	Total imported content
(C4)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)	(C16)	(C17)	(C18)	(C19)
	Concrete kerbing and channelling										
	Figure 4 kerb only										
6,38	Radius (m), Over and up to 42845										
	Cement content in concrete backing	195	0	195	0	195	100%	5	975	0	0
6,39	20 -										
	Cement content in concrete backing	192	0	192	0	192	100%	10	1920	0	0
6,4	0 - 4										
	Cement content in concrete backing	190	0	190	0	190	100%	110	20900	0	0
	Figure 11 egding (150x75)										
6,41	Radius (m), Over and up to 0 - 4										
	Cement content in concrete backing	110	0	110	0	110	100%	5	550	0	0
6,42	42845										
	Cement content in concrete backing	105	0	105	0	105	100%	20	2100	0	0

Tender item no's	List of items	Calculation of local content					Tender summary				
		Tender price - each (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)	Tender Qty	Total tender value	Total exempted imported content	Total imported content
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)	(C16)	(C17)	(C18)	(C19)
6,43	20 -										
	Cement content in concrete backing	105	0	105	0	105	100%	200	21000	0	0
		(C20) Total tender value							110 212,50		
		(C21) Total Exempt imported content								-	
		(C22) Total Tender value net of exempt imported content								110 212,50	
		(C23) Total Imported content									-
		(C24) Total local content									110 212,50
		(C25) Average local content % of tender									100

Signature of tenderer from Annex B



24.08.2022

Date:

Annex C

Local Content Declaration - Summary Schedule

(C1) Tender No. T2022/038

(C2) Tender description: CONSTRUCTION/UPGRADING OF SIDEWALKS AND EMBAYMENTS AT URBAN SCHOOLS

(C3) Designated product(s): Cement

(C4) Tender Authority: Triple C Maintenance and Services Pula

(C5) Tendering Entity name:

(C6) Tender Exchange Rate: EU _____ GBP

(C7) Specified local content %:

Note: VAT to be excluded from all calculations

Tender item no's	List of items	Tender price - each (excl VAT)	Calculation of local content				Tender summary				
			Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)	Tender Qty	Total tender value	Total exempted imported content	Total imported content
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)	(C16)	(C17)	(C18)	(C19)
9.14	Reinforcement (b) High-tensile Welded mesh - Ref 395 Stairway signs, supplied and erected complete with 80mm galvanised tubular steel supports	75	0	75	0	75	100%	2	150	0	0
9.53	a) 610mm maximum dimension	1360	0	1360	0	1360	100%	5	6800	0	0
9.54	b) 914mm max dimension	1950	0	1950	0	1950	100%	2	3900	0	0
9.55	a) R1	1360	0	1360	0	1360	100%	2	2720	0	0
9.56	b) R2.1	1855	0	1855	0	1855	100%	4	7420	0	0

Tender item no's	List of items	Calculation of local content					Tender summary				
		Tender price- each (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value (per item)	Local content % (per item)	Tender Qty	Total tender value	Total exempted imported content	Total imported content
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)	(C16)	(C17)	(C18)	(C19)
9.57	a) W306	1445	0	1445	0	1445	100%	4	5780	0	0
9.58	b) W308	1445	0	1445	0	1445	100%	4	5780	0	0
9.59	c) W332	1445	0	1445	0	1445	100%	5	7225	0	0
9.6	d) W401	795	0	795	0	795	100%	10	7950	0	0
9.61	e) W402	795	0	795	0	795	100%	8	6360	0	0
9.62	a) IM11.1 (30km/h)	445	0	445	0	445	100%	8	3560	0	0
9.63	b) IM11.5 (hump symbol)	445	0	445	0	445	100%	4	1780	0	0
9.75	Supply and erect new galvanised steel mesh	950	0	950	0	950	100%	5	4750	0	0
9.76	Supply and erect new galvanised pedestrian swing gate	7000	0	7000	0	7000	100%	1	7000	0	0
								(C20) Total tender value	71.175,00		
								(C21) Total Exempt imported content	-		
								(C22) Total Tender value net of exempt imported content	71.175,00		
								(C23) Total imported content:	-		
								(C24) Total local content:	71.175,00		
								(C25) Average local content % of tender	100,00		

Signature of tenderer from Annex B


24.08.2011

Date:

Annex C

Local Content Declaration - Summary Schedule

(C1) Tender No.	T2022/038
(C2) Tender description:	CONSTRUCTION/UPGRADING OF SIDEWALKS AND EMBANKMENTS AT URBAN SCHOOLS
(C3) Designated product(s)	Cement
(C4) Tender Authority:	Triple C Maintenance and Services
(C5) Tendering Entity name:	Pula
(C6) Tender Exchange Rate:	
(C7) Specified local content %	

EU GBP

NOTE: VAT to be excluded from all calculations

Tender item no's	List of items	Tender price - each (excl VAT)	Calculation of local content				Tender summary					
			Exempted imported value (C11)	Tender value net of exempted imported content (C12)	Imported value (C13)	Local value (C14)	Local content % (per item) (C15)	Total tender value (C17)	Total exempted imported content (C18)	Total imported content (C19)		
(C8) 42006	Concrete structures											
9,15	Blinding 15Mpa/ 19mm concrete 50mm thicj											
	Cement content in concrete floor	137,5	0	137,5	0	137,5	100%	2	275	0	0	
9,16	Strength concrete 25Mpa/19mm, a) all structures											
	Cement content in concrete floor	2635	0	2635	0	2635	100%	6	15810	0	0	
9,26	Stabilising Agent, a) Portland cement											
	Cement content in concrete floor	2200	0	2200	0	2200	100%	17,2	37840	0	0	

Tender item no's	List of items	Calculation of local content						Tender summary			
		Tender price- each (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content-% (per item)	Tender Qty	Total tender value	Total exempted imported content	Total imported content
	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)	(C16)	(C17)	(C18)	(C19)
	construct block paving to suit existing and detail, complete with all edging requirements, etc										
9,34	a) 80mm thick interlocking concrete paver 35Mpa	270	0	270	0	270	100%	140	37800	0	0
9,35	Cement content in concrete floor 1) Straight cutting	75	0	75	0	75	100%	80	6000	0	0
9,36	Cement content in concrete floor 2) Circular cutting	85	0	85	0	85	100%	10	850	0	0

Tender item no's	List of items (C9)	Calculation of local content						Tender summary			
		Tender price - each (excl VAT) (C10)	Exempted imported value (C11)	Tender value net of exempted imported content (C12)	Imported value (C13)	Local value (C14)	Local content % (per item) (C15)	Tender Qty (C16)	Total tender value (C17)	Total exempted imported content (C18)	Total imported content (C19)
	Concrete kerbing and channelling										
	Figure 4 kerb only										
9.37	Radius (m), Over and up to 42845	191	0	191	0	191	100%	25	4775	0	0
9.38	Cement content in concrete backing										
	20 -										
	Cement content in concrete backing	195	0	195	0	195	100%	80	15600	0	0
	Figure 4 kerband fig 14 channel										
9.39	Radius (m), Over and up to 42845	326	0	326	0	326	100%	5	1630	0	0
9.4	Cement content in concrete backing										
	20 -										
	Cement content in concrete backing	330	0	330	0	330	100%	180	59400	0	0
	MK10 mountable kerb										
9.41	Radius (m), Over and up to 42845	162	0	162	0	162	100%	5	810	0	0
9.42	Cement content in concrete backing										
	20 -										
	Cement content in concrete backing	167	0	167	0	167	100%	5	835	0	0
	CK5 mountable kerb and channel										
9.43	Radius (m), Over and up to 42845	225	0	225	0	225	100%	5	1125	0	0
9.44	Cement content in concrete backing										
	20 -										
	Cement content in concrete backing	220	0	220	0	220	100%	5	1100	0	0
9.45	0 - 4										
	Cement content in concrete backing	220	0	220	0	220	100%	1	220	0	0
	Figure 11 egging										
9.46	Radius (m), Over and up to 0 - 4	110	0	110	0	110	100%	5	550	0	0
9.47	Cement content in concrete backing										
	42845										
	Cement content in concrete backing	105	0	105	0	105	100%	20	2100	0	0

Tender item no's	List of items	Calculation of local content					Tender summary				
		Tender price - each (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)	Tender Qty	Total tender value	Total exempted imported content	Total imported content
(C9)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)	(C16)	(C17)	(C18)	(C19)
9,48	20 -										
	Cement content in concrete backing	105	0	105	0	105	100%	260	27300	0	0
9,49	Type 14 double channel										
	Cement content in concrete backing	320	0	320	0	320	100%	70	22400	0	0
9,5	Dropped kerbs										
	Cement content in concrete backing	195	0	195	0	195	100%	20	3900	0	0
9,51	Cast in-situ transition sections (All types and radii)										
	Cement content in concrete backing	265	0	265	0	265	100%	4	1060	0	0
								(C20) Total tender value	241 380,00		

Signature of tenderer from Annex B

[Handwritten Signature]
24/08/2022

Date:

(C21) Total Exempt imported content	-
(C22) Total Tender value net of exempt imported content	241 380,00
(C23) Total imported content	-
(C24) Total local content	241 380,00
(C25) Average local content % of tender	100

(d) I accept that the Procurement Authority / Municipality /Municipal Entity has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.

(e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Municipal / Municipal Entity imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2011 promulgated under the Preferential Policy Framework Act (PPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

Annex E

Local Content Declaration - Supporting Schedule to Annex C

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

Note: VAT to be excluded from all calculations

Local Products (Goods, Services and Works)	Description of items purchased	Local suppliers	Value
	(E6)	(E7)	(E8)
(E9) Total local products (Goods, Services and Works)			R 0
(E10)	Manpower costs (Tenderer's manpower cost)		R 0
(E11)	Factory overheads (Rental, depreciation & amortisation, utility costs, consumables etc.)		R 0
(E12)	Administration overheads and mark-up (Marketing, insurance, financing, interest etc.)		R 0
(E13) Total local content			R 0
This total must correspond with Annex C - C24			

Signature of tenderer from Annex B

[Handwritten Signature]

Date: 24/08/2022

Guidance Document for the Calculation of Local Content

1. DEFINITIONS

Unless explicitly provided in this guideline, the definitions given in SATS 1286:2011 apply.

2. GENERAL

2.1. Introduction

This guideline provides tenderers with a detailed description of how to calculate local content of products (goods, services and works) by components/material/services and enables them to keep an updated record for verification requirements as per the SATS 1286:2011 Annexure A and B.

The guideline consists of two parts, namely:

1. a written guideline; and
2. three declarations that must be completed:
 - o Declaration C: "Local Content Declaration – Summary Schedule" (see Annexure C);
 - o Declaration D: "Imported Content Declaration – Supporting Schedule to Annex C" (see Annexure D); and
 - o Declaration E: "Local Content Declaration – Supporting Schedule to Annex C" (see Annexure E).

The guidelines and declarations should be used by tenderers when preparing a tender. A tenderer must complete Declarations D and E, and consolidate the information on Declaration C.

Annexure C must be submitted with the tender by the closing date and time as determined by the Tender Authority. The Tender Authority reserves the right to request that Declarations D and E also be submitted.

If the tender is successful, the tenderer must continuously update Declarations C, D and E with actual values for the duration of the contract.

NOTE:

Annexure A is a note to the purchaser in SATS 1286:2011; and Annexure B is the Local Content Declaration IN SATS 1286:2011.

2.2. What is local content?

According to SATS 1286:2011, the local content of a product is the tender price less the value of imported content, expressed as a percentage. It is, therefore, necessary to first compute the imported value of a product to determine the local content of a product.

2.3. Categories: Imported and Local Content

The tenderer must differentiate between imported content and local content.

Imported content of a product by components/material/services is separated into two categories, namely:

1. products imported directly by the tenderer; and
2. products imported by a third party and supplied to the tenderer.

2.3.1. Imported Content

Identify the imported content, if any, by value for products by component/material/services. In the case of components/materials/services sourced from a South African manufacturer, agent, supplier or subcontractor (i.e. third party), obtain that information and Declaration D from the third party.

Calculate the imported content of components/materials/services to be used in the manufacture of the total quantity of the products for which the tender is to be submitted. As stated in clause 3.2.4 of SATS 1286:2011: "If information on the origin of components, parts or materials is not available, it will be deemed to be imported content."

2.3.1.1. Imported directly by the tenderer:

When the tenderer import products directly, the onus is on the tenderer to provide evidence of any components/materials/services that were procured from a non-domestic source. The evidence should be verifiable and pertain to the tender as a whole. Typical evidence will include commercial invoices, bills of entry, etc.

When the tenderer procures imported services such as project management, design, testing, marketing, etc and makes royalty and lease payments, such payments relating to the tender must be included when calculating imported content.

2.3.1.2 Imported by a third party and supplied to the tenderer:

When the tenderer supplies components/material/services that are imported by any third party (for example, a domestic manufacturer, agent, supplier or subcontractor in the supply chain), the onus is on the tenderer to obtain verifiable evidence from the third party.

The tenderer must obtain Declaration D from all third parties for the related tender. The third party must be requested by the tenderer to continuously update Declaration D. Typical evidence of imported content will include commercial invoices, bills of entry etc.

When a third party procures imported services such as project management, design, testing, marketing etc. and makes royalty and lease payments, such payments relating to the tender must be included when calculating imported content.

2.3.1.2. Exempt Imported Content:

Exemptions, if any, are granted by the Department of Trade and Industry (**the DTI**). Evidence of the exemptions must be provided and included in Annexure D.

2.3.2. Local Content

Identify and calculate the local content, by value for products by components/materials/services to be used in the manufacture of the total quantity of the products.

3. ANNEXURE C

3.1. Guidelines for completing Annexure C: Local Content Declaration –

Summary Schedule

Note: The paragraph numbers correspond to the numbers in Annexure C.

C1. Tender Number

Supply the tender number that is specified on the specific tender documentation

C2. Tender description

Supply the tender description that is specified on the specific tender documentation.

C3. Designated products

Supply the details of the products that are designated in terms of this tender (i.e. buses).

C4. Tender Authority

Supply the name of the tender authority.

C5. Tendering Entity name

Provide the tendering entity name (for example, Unibody Bus Builders (Pty) Ltd).

C6. Tender Exchange Rate

Provide the exchange rate used for this tender, as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.

C7. Specified local content %

Provide the specified minimum local content requirement for the tender (i.e. 80%), as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MDB) 6.2.

C8. Tender item number

Provide the tender item number(s) of the products that have a local content requirement as per the tender specification.

C9. List of items

Provide a list of the item(s) corresponding with the tender item number. This may be a short description or a brand name.

Calculation of local content

C10. Tender price

Provide the unit tender price of each item excluding VAT.

C11. Exempted imported content

Provide the ZAR value of the exempted imported content for each item, if applicable. These value(s) must correspond with the value(s) of column D16 on Annexure D.

C12. Tender value net of exempted imported content

Provide the net tender value of the item, if applicable, by deducting the exempted imported content (C11) from the tender price (C10).

C13. Imported value

Provide the ZAR value of the items' imported content.

C14. Local value

Provide the local value of the item by deducting the Imported value (C13) from the net tender value (C12).

C15. Local content percentage (per item)

Provide the local content percentage of the item(s) by dividing the local value (C14) by the net tender value (C12) as per the local content formula in SATS 1286.

Tender Summary

C16. Tender quantity

Provide the tender quantity for each item number as per the tender specification.

C17. Total tender value

Provide the total tender value by multiplying the tender quantity (C16) by the tender price (C10).

C18. Total exempted imported content

Provide the total exempted imported content by multiplying the tender quantity (C16) by the exempted imported content (C11). These values must correspond with the values of column D18 on Annexure D.

C19. Total imported content

Provide the total imported content of each item by multiplying the tender quantity (C16) by the imported value (C13).

C20. Total tender value

Total tender value is the sum of the values in column C17.

C21. Total exempted imported content

Total exempted imported content is the sum of the values in column C18. This value must correspond with the value of D19 on Annexure D.

C22. Total tender value net of exempted imported content

The total tender value net of exempt imported content is the total tender value (C20) less the total exempted imported content (C21).

C23. Total imported content

Total imported content is the sum of the values in column C19. This value must correspond with the value of D53 on Annexure D.

C24. Total local content

Total local content is the total tender value net of exempted imported content (C22) less the total imported content (C23). This value must correspond with the value of E13 on Annexure E.

C25. Average local content percentage of tender

The average local content percentage of tender is calculated by dividing total local content (C24) by the total tender value net of exempted imported content (C22).

4. ANNEXURE D

4.1. Guidelines for completing Annexure D: "Imported Content Declaration – Supporting Schedule to Annexure C"

Note: The paragraph numbers correspond to the numbers in Annexure D.

D1. Tender number

Supply the tender number that is specified on the specific tender documentation.

D2. Tender description

Supply the tender description that is specified on the specific tender documentation.

D3. Designated products

Supply the details of the products that are designated in terms of this tender (i.e. buses).

D4. Tender authority

Supply the name of the tender authority.

D5. Tendering entity name

Provide the tendering entity name (i.e. Unibody Bus Builders (Pty) Ltd).

D6. Tender exchange rate

Provide the exchange rate used for this tender, as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.

Table A. Exempted Imported Content

D7. Tender item number

Provide the tender item number(s) of the product(s) that have imported content.

D8. Description of imported content

Provide a list of the exempted imported product(s), if any, as specified in the tender.

D9. Local supplier

Provide the name of the local supplier(s) supplying the imported product(s).

D10. Overseas supplier

Provide the name(s) of the overseas supplier(s) supplying the exempted imported product(s).

D11. Imported value as per commercial invoice

Provide the foreign currency value of the exempted imported product(s) disclosed in the commercial invoice accepted by the South African Revenue Service (SARS).

D12. Tender exchange rate

Provide the exchange rate used for this tender as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.

D13. Local value of imports

Convert the value of the exempted imported content as per commercial invoice (D11) into the ZAR value by using the tender exchange rate (D12) disclosed in the tender documentation.

D14. Freight costs to port of entry

Provide the freight costs to the South African Port of the exempted imported item.

D15. All locally incurred landing costs and duties

Provide all landing costs including customs and excise duty for the exempted imported product(s) as stipulated in the SATS 1286:2011.

D16. Total landed costs excl VAT

Provide the total landed costs (excluding VAT) for each item imported by adding the corresponding item values in columns D13, D14 and D15. These values must be transferred to column C11 on Annexure C.

D17. Tender quantity

Provide the tender quantity of the exempted imported products as per the tender specification.

D18. Exempted imported value

Provide the imported value for each of the exempted imported product(s) by multiplying the total landed cost (excl. VAT) (D16) by the tender quantity (D17). The values in column D18 must correspond with the values of column C18 of Annexure C.

D19. Total exempted imported value

The total exempted imported value is the sum of the values in column D18. This total must correspond with the value of C21 on Annexure C.

Table B. Imported Directly By Tenderer

D20. Tender item numbers

Provide the tender item number(s) of the product(s) that have imported content.

D21. Description of imported content:

Provide a list of the product(s) imported directly by tender as specified in the tender documentation.

D22. Unit of measure

Provide the unit of measure for the product(s) imported directly by the tenderer.

D23. Overseas supplier

Provide the name(s) of the overseas supplier(s) supplying the imported product(s).

D24. Imported value as per commercial Invoice

Provide the foreign currency value of the product(s) imported directly by tenderer disclosed in the commercial invoice accepted by the South African Revenue Service (SARS).

D25. Tender rate of exchange

Provide the exchange rate used for this tender as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.

D26. Local value of imports

Convert the value of the product(s) imported directly by the tenderer as per commercial invoice (D24) into the ZAR value by using the tender exchange rate (D25) disclosed in the tender documentation.

D27. Freight costs to port of entry

Provide the freight costs to the South African Port of the product(s) imported directly by the tenderer.

D28. All locally incurred landing costs and duties

Provide all landing costs including customs and excise duty for the product(s) imported directly by the tenderer as stipulated in the SATS 1286:2011.

D29. Total landed costs excl VAT

Provide the total landed costs (excluding VAT) for each item imported directly by the tenderer by adding the corresponding item values in columns D26, D27 and D28.

D30. Tender quantity

Provide the tender quantity of the product(s) imported directly by the tenderer as per the tender specification.

D31. Total imported value

Provide the total imported value for each of the product(s) imported directly by the tenderer by multiplying the total landed cost (excl. VAT) (D29) by the tender quantity (D30).

D32. Total imported value by tenderer

The total value of imports by the tenderer is the sum of the values in column D31.

Table C. Imported by Third Party and Supplied to the Tenderer

D33. Description of imported content

Provide a list of the product(s) imported by the third party and supplied to the tenderer as specified in the tender documentation.

D34. Unit of measure

Provide the unit of measure for the product(s) imported by the third party and supplied to tenderer as disclosed in the commercial invoice.

D35. Local supplier

Provide the name of the local supplier(s) supplying the imported product(s).

D36. Overseas supplier

Provide the name(s) of the overseas supplier(s) supplying the imported products.

D37. Imported value as per commercial invoice

Provide the foreign currency value of the product(s) imported by the third party and supplied to the tenderer disclosed in the commercial invoice accepted by SARS.

D38. Tender rate of exchange

Provide the exchange rate used for this tender as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.

D39. Local value of imports

Convert the value of the product(s) imported by the third party as per commercial invoice (D37) into the ZAR value by using the tender exchange rate (D38) disclosed in the tender documentation.

D40. Freight costs to port of entry

Provide the freight costs to the South African Port of the product(s) imported by third party and supplied to the tenderer.

D41. All locally incurred landing costs and duties

Provide all landing costs including customs and excise duty for the product(s) imported by third party and supplied to the tenderer as stipulated in the SATS 1286:2011.

D42. Total landed costs excluding VAT

Provide the total landed costs (excluding VAT) for each product imported by third party and supplied to the tenderer by adding the corresponding item values in columns D39, D40 and D41.

D43. Quantity imported

Provide the quantity of each product(s) imported by third party and supplied to the tenderer for the tender.

D44. Total imported value

Provide the total imported value of the product(s) imported by third party and supplied to the tenderer by multiplying the total landed cost (D42) by the quantity imported (D43).

D45. Total imported value by third party

The total imported value from the third party is the sum of the values in column D44.

Table D. Other Foreign Currency Payments

D46. Type of payment

Provide the type of foreign currency payment. (i.e. royalty payment for use of patent, annual licence fee, etc).

D47. Local supplier making the payment

Provide the name of the local supplier making the payment.

D48. Overseas beneficiary

Provide the name of the overseas beneficiary.

D49. Foreign currency value paid

Provide the value of the listed payment(s) in their foreign currency.

D50. Tender rate of exchange

Provide the exchange rate used for this tender as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.

D51. Local value of payments

Provide the local value of each payment by multiplying the foreign currency value paid (D49) by the tender rate of exchange (D50).

D52. Total of foreign currency payments declared by tenderer and/or third party

The total of foreign currency payments declared by tenderer and/or a third party is the sum of the values in column D51.

D53. Total of imported content and foreign currency payment

The total imported content and foreign currency payment is the sum of the values in column D32, D45 and D52. This value must correspond with the value of C23 on Annexure C.

5. ANNEXURE E

5.1. Guidelines to completing Annexure E: "Local Content Declaration - Supporting Schedule to Annexure C"

The paragraph numbers correspond to the numbers in Annexure E

E1. Tender number

Supply the tender number that is specified on the specific tender documentation.

E2. Tender description

Supply the tender description that is specified on the specific tender documentation.

E3. Designated products

Supply the details of the products that are designated in terms of this tender (for example, buses/canned vegetables).

E4. Tender authority

Supply the name of the tender authority.

E5. Tendering entity name

Provide the tendering entity name (for example, Unibody Bus Builders (Pty) Ltd) Ltd).

Local Goods, Services and Works

E6. Description of items purchased

Provide a description of the items purchased locally in the space provided.

E7. Local supplier

Provide the name of the local supplier that corresponds to the item listed in column E6.

E8. Value

Provide the total value of the item purchased in column E6

E9. Total local products (Goods, Services and Works)

Total local products (goods, services and works) is the sum of the values in E8.

E10. Manpower costs:

Provide the total of all the labour costs accruing only to the tenderer (i.e. not the suppliers to tenderer).

E11. Factory overheads:

Provide the total of all the factory overheads including rental, depreciation and amortisation for local and imported capital goods, utility costs and consumables. (Consumables are goods used by individuals and businesses that must be replaced regularly because they wear out or are used up.

Consumables can also be defined as the components of an end product that are used up or permanently altered in the process of manufacturing, such as basic chemicals.)

E12. Administration overheads and mark-up:

Provide the total of all the administration overheads, including marketing, insurance, financing, interest and mark-up costs.

E13. Total local content:

The total local content is the sum of the values of E9, E10, E11 and E12. This total must correspond with C24 of Annexure C

CAPE WINELANDS DISTRICT MUNICIPALITY

CONTRACT NO. T2022/038

**CONSTRUCTION / UPGRADING OF SIDEWALKS AND EMBAYMENTS AT URBAN SCHOOLS
WITHIN CWDM**

**SCHEDULE 19: PREFERENCE POINTS CLAIM FORM IN TERM OF THE PREFERENTIAL PROCUREMENT
REGULATIONS 2011**

MBD 6.1

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL
PROCUREMENT REGULATIONS 2017**

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

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

1. GENERAL CONDITIONS

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

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

1.2 The value of this bid is estimated not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

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

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

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

1.5 Failure on the part of a bidder to submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS), or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or a sworn affidavit confirming annual turnover and level of black ownership in case of an EME and QSE together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

2. DEFINITIONS

- (a) **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- (b) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (c) **“B-BBEE status level of contributor”** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (d) **“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 services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- (e) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003) as amended by Act No 46 of 2013;
- (f) **“comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- (g) **“consortium or joint venture”** 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;
- (h) **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- (i) **“EME”** means an Exempted Micro Enterprise as defines by Codes of Good Practice issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (j) **“Firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- (k) **“functionality”** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- (l) **“non-firm prices”** means all prices other than “firm” prices;
- (m) **“person”** includes a juristic person;
- (n) **“QSE”** means a Qualifying Small Enterprise as defines by Codes of Good Practice issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (o) **“rand value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- (p) **“sub-contract”** means the primary contractor's assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- (q) **“total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- (r) **“trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- (s) **“trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. **ADJUDICATION USING A POINT SYSTEM**

- 3.1 The bidder obtaining the highest number of total points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

4. **POINTS AWARDED FOR PRICE**

4.1 **THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS**

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

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

Where

- P_s = Points scored for comparative price of bid under consideration
- P_t = Comparative price of bid under consideration
- P_{\min} = Comparative price of lowest acceptable bid

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

5.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations 2017, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

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

- 5.2 A bidder who qualifies as an EME in terms of the B-BBEE Act must submit a sworn affidavit confirming Annual Total Revenue and Level of Black Ownership.
- 5.3 A Bidder other than EME or QSE must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 5.6 Tertiary Institutions and Public Entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

6. BID DECLARATION

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

7. **B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 5.1**

7.1 B-BBEE Status Level of Contribution: =1.....(maximum of 10 or 20 points)
(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or a sworn affidavit.)

8. **SUB-CONTRACTING**

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

(Tick applicable box)

YES		NO	X
-----	--	----	---

8.1.1 If yes, indicate:

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

(Tick applicable box)

YES		NO	X
-----	--	----	---

9. **DECLARATION WITH REGARD TO COMPANY/FIRM**

9.1 Name of company/firm:.....Triple C Maintenance & Services.....

9.2 VAT registration number:.....4426216881.....

9.3 Company registration number:.....2004 101812123.....

9.4 **TYPE OF COMPANY/ FIRM**

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

[TICK APPLICABLE BOX]

9.5 **DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

Civil Works
.....
.....
.....
.....

9.6 **COMPANY CLASSIFICATION**

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

[TICK APPLICABLE BOX]

9.7 MUNICIPAL INFORMATION

Municipality where business is situated: Oostenberg Municipality
Registered Account Number: 212734116
Stand Number: 687

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

9.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 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 paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;

iv)

v) If the B-BBEE status level of contribution 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) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, 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. [Signature]
2. [Signature]

[Signature]
SIGNATURE(S) OF BIDDERS(S)
DATE: 24.08.2022
ADDRESS: 29 Zinfandal Road
Saxenburg Park 2
Blackheath
1580

Part C1: Agreements and Contract Data

	Pages
C1.1 Form of Offer and Acceptance (Agreement).....	80-84
C1.2 Contract Data	85-92
C1.3 Form of Guarantee	93-95
C1.4 Occupational Health and Safety Agreement.....	96-97

CAPE WINELANDS DISTRICT MUNICIPALITY

CONTRACT NO. T2022/038

CONSTRUCTION / UPGRADING OF SIDEWALKS AND EMBAYMENTS AT URBAN SCHOOLS WITHIN CWDM

C1.1 Form of Offer and Acceptance

Offer

The employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of:

CONTRACT NO. T2022/038 – CONSTRUCTION / UPGRADING OF SIDEWALKS AND EMBAYMENTS AT URBAN SCHOOLS WITHIN CWDM

The tenderer, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the returnable schedules, and by submitting this offer has accepted the conditions of tender.

By the representative of the tenderer, deemed to be duly authorized, signing this part of this form of offer and acceptance, the tenderer offers to perform all of the obligations and liabilities of the contractor under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the contract data.

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

Rand. One million nine hundred & FIFTY ONE THOUSAND Three hundred & Eighty eight Rand and five cents (in words)
R. 1,951,388.05 (in figures)

This offer may be accepted by the employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document 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.

Signature(s) [Handwritten Signature]
Name(s) Irene E.S. Roos
Capacity Member

for the tenderer

(Name and address of organization/) tenderer Triple C Maintenance & Services
29 Zinfandal Road
Saxenburg Park 2, Blackheath 7581

Name and signature of witness Talita du Plessis
Date 24.08.2022

Acceptance

By signing this part of this form of offer and acceptance, the employer identified below accepts the tenderer's offer. In consideration thereof, the employer shall pay the contractor the amount due in accordance with the conditions of contract identified in the contract data. Acceptance of the tenderer's offer shall form an agreement between the employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract are contained in:

- Part C1: Agreements and contract data (which includes this agreement)
- Part C2: Pricing data
- Part C3: Scope of work
- Part C4: CWDM Supply Chain Policy
- Part C5: Site information


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


Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the returnable schedules as well as any changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this form of offer and acceptance. No amendments to or deviations from said documents are valid unless contained in this schedule.

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



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


Signature(s) 

Name(s)  Irene E.S. ROOS FRANCOIS VAN ECK

Capacity  Member ED: TS

for the
Employer CAPE WINELANDS DISTRICT MUNICIPALITY
29 DU TOIT STREET
STELLENBOSCH
7599

Name and signature of witness  Talita du Plessis


 20/02/23
Date

For the Tenderer:

Signature(s) *[Handwritten Signature]*

Name(s) Irene E.S Roos

Capacity Member

(Name and address of organization/ tenderer) Triple C Maintenance & Services
29 Zinfandal Road

Saxenburg Park 2 Blackheath 7581

Name and signature of witness Talita du Plessis
[Handwritten Signature]

Date 24.08.2022

For the Employer:

Signature(s)

Name(s)

Capacity

(Name and address of organization) CAPE WINELANDS DISTRICT MUNICIPALITY
29 DU TOIT STREET,
STELLENBOSCH
7599

Name and signature of witness ~~Talita du Plessis~~
~~*[Handwritten Signature]*~~ *[Handwritten Signature]*

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

CAPE WINELANDS DISTRICT MUNICIPALITY

CONTRACT NO. T2022/038

CONSTRUCTION / UPGRADING OF SIDEWALKS AND EMBAYMENTS AT URBAN SCHOOLS WITHIN CWDM

C1.2 Contract Data

Part 1: Contract Data provided by the Employer

GENERAL CONDITIONS OF CONTRACT

The following standardised General Conditions of Contract:

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

prepared by the South African Institution of Civil Engineering (SAICE) shall apply to and form the General Conditions of Contract for this contract. Copies of these conditions of contract are obtainable 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.

Copies of the General Conditions of Contract are available for inspection and scrutiny at the offices of the Employer.

The Pro-formas bound with the General Conditions of Contract 2010, on pages 103 to 123 shall not apply to this Contract and shall be replaced with the documentation bound into this Contract Document.

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.

The General Conditions of Contract shall be read in conjunction with the variations, amendments and additions set out in the Contract Specific Data below. Each item of data given below is cross-referenced to the clause in the General Conditions of Contract to which it mainly applies.

The Contract Data and General Conditions of Contract shall have precedence over the Drawings, Scope of Work and Standardised Specifications in the interpretation of any ambiguity or inconsistency between these documents.

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:

Clause 1.1.1.13:

The Defects Liability Period is 12 months.

Clause 1.1.1.14:

The time for achieving Practical Completion is **3 (three) months**, , inclusive of the 14 day period referred to in Clause 5.3.2 below, and inclusive of non-working days referred to in Clause 5.8.1 below, but exclusive of special non-working days (Clause 5.8.1).

Clause 1.1.1.15:

The **Employer** is the CAPE WINELANDS DISTRICT MUNICIPALITY, represented by the Deputy Director: PROJECTS and/or such other person or persons duly authorised thereto by the Employer in writing.

The name of the Employer is: CAPE WINELANDS DISTRICT MUNICIPALITY and is referred to in this Contract Document by the terms "Employer", "Cape Winelands District Municipality" or "Council" as the context provides.

Clause 1.1.1.26:

The Pricing Strategy is a Re-measurement Contract.

Add the following clauses after Clause 1.1.1.34:

1.1.1.35 **"Drawings"** means all drawings, calculations and technical information forming part of the Contract Documents and any modifications thereof or additions thereto from time to time approved in writing by the Engineer or delivered to the Contractor by the Engineer.

1.1.1.36 **"Letter of Notification"** means the letters of formal notification, signed by the Employer, of the decision of the Supply Chain Management Bid Adjudication Committee sent to all tenderers. The notification of the decision does not form part of the Employer's Acceptance of the successful tenderer's Offer and no rights shall accrue.

Clause 1.2.1.2:

The address of the Employer is: 29 Du Toit Street
STELLENBOSCH
7599

Physical address: 29 Du Toit Street
STELLENBOSCH
7599

Postal address: PO Box 100
STELLENBOSCH
7599

Clause 1.1.1.16:

The **Engineer**, referred to in the documents, is the firm of SMEC South Africa (Pty) Ltd acting through a director, an associate or an official authorised thereto in writing.

The name of the Engineer is: SMEC South Africa (Pty) Ltd or their successors duly appointed by the Employer

Clause 1.2.1.2:

The address of the Engineer is:

Physical address: 65 Riebeeck Street
CAPE TOWN
8001

Postal address: P O Box 8022
ROGGEBAAI
8012

E-mail address: deon.nel@smec.com

Clause 3.1.3:

The Engineer shall obtain the specific approval of the Employer before executing any of his functions or duties according to the following Clauses of the General Conditions of Contract:

1. Clause 3.2.1 Nomination of Engineer's Representative
2. Clause 3.2.4 Engineer's authority to delegate
3. Clause 5.8.1 Non-working times
4. Clause 5.11.1 Suspension of the Works
5. Clause 5.12.4 Acceleration instead of extension of time

Clause 4.3:

Add the following clause after Clause 4.3.2.:

- 4.3.3 The Employer and the Contractor shall enter into an agreement to complete the work 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 Construction Regulations promulgated thereunder.

An agreement is included in the Contract Document (C1.4 of Contract Data) and shall be completed and submitted to the Employer together with a letter of good standing from the Compensation Commissioner (if not insured with a Licenced Compensation Insurer) within fourteen (14) days after the Commencement Date. The Contractor shall ensure that any letter of good standing shall be timeously renewed in order that it remains in full force for the duration of the Contract.

Clause 5.3.1:

The documentation required before commencement with Works execution is:

- (1) Health and Safety Plan (Refer to Clause 4.3)
- (2) Initial programme (Refer to Clause 5.6)
- (3) Security (Refer to Clause 6.2)
- (4) Insurance (Refer to Clause 8.6)
- (5) Occupational Health and Safety Agreement (C1.4 of the Contract Document)
- (6) Letter of Good Standing from the Compensation Commissioner (if not insured with a Licensed Compensation Insurer)
- (7) Complete CV of the Site Agent and the General Foreman

Clause 5.3.2:

The time to submit the documentation required before commencement with Works execution is 14 days.

Clause 5.4.2:

Access to and possession of the site shall not be exclusive to the Contractor insofar as the provisions of Clause 4.8 apply, and where ongoing use by the general public is required.

Add the following clause after Clause 5.4.3:

- 5.4.4 The Contractor shall bear all costs and charges for special and temporary rights of way required by him in connection with access to the Site.

Clause 5.8.1:

The non-working days are Sundays.

The special non-working days are:

- (1) All gazetted public holidays falling outside the year end break.
- (2) The year end break(s) not exceeding 15 working days in duration.

Clause 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 for each month, 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 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	2 days
March	2 days
April	2 days
May	2 days
June	4 days

July	4 days
August	4 days
September	4 days
October	2 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.

Clause 5.13.1:

The penalty for failing to complete the Works is **R2 000** per calendar day.

Clause 5.16.3:

The latent defects period is **10** years

Clause 6.2.1:

The security to be provided by the Contractor shall be a performance guarantee of **10%** of the Contract Sum. The performance guarantee shall contain the wording of the document included in C1.3. Surety provided must be by Council approved registered financial institution.

Clause 6.2.2:

Delete Clause 6.2.2 in its entirety.

Clause 6.2.3:

Delete Clause 6.2.3 in its entirety and replace with the following:

The Contractor shall ensure that the performance guarantee remains valid and enforceable until the Certificate of Completion of the Works is issued.

Clause 6.5.1.2.3:

The percentage allowance to cover overhead charges is **10%**

Clause 6.8.2:

Add the following to Clause 6.8.2:

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

Notwithstanding the above, if special materials are specified in 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.

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

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

The value of "x" is 0,15.

The values of the coefficients are:

a = 0,20 b = 0,25 c = 0,50 d = 0,05

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

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

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

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

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

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

Clause 6.8.4:

Add the following to Clause 6.8.4:

Notwithstanding the above, in the event that a public holiday is proclaimed after 28 days before the closing date for tenders, no costs other than those that can be claimed under Clause 5.12.3 shall be added to the contract price.

Clause 6.10.1.5:

The percentage advance on materials not yet built into the Permanent Works is **80%**.

Clause 6.10.3:

Add the following to Clause 6.10.3:

Notwithstanding the provision of a performance guarantee in terms of Clause 6.2.1, interim payments to the Contractors shall be subject to a retention by the Employer of an amount of **10%** of the said amounts due to the Contractor, with no limit. A guarantee in lieu of retention is not permitted.

Clause 6.10.4:

Add the following to clause 6.10.4:

Furthermore, payment shall be subject to the Employer being in possession of an original valid tax clearance certificate at the time payment is due (it is the responsibility of the Contractor to submit an updated original tax clearance certificate to the Supplier Management Office should any current certificate expire during the contract period).

Notwithstanding anything above, the Engineer shall be empowered to withhold the delivery of the payment certificate until the Contractor has complied with his obligations to report in terms of Clause 4.10.2 and as described in the Scope of Work.

Clause 8.6.1.1.2:

The value of Plant and materials supplied by the Employer to be included in the insurance sum is **R 0.00 (Nil)**.

Clause 8.6.1.1.3:

The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is **R0.00 (Nil)**.

Clause 8.6.1.3:

The limit of indemnity for liability insurance is R20 000 000.00 for any single claim – the number of claims to be unlimited during the construction and defects liability periods.

Clause 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.

Clause 9.2.1:

Add the following to Clauses after Clause 9.2.1.3.7:

- 9.2.1.3.8 The Contractor committed a corrupt or fraudulent act during the procurement process or the execution of the contract.
- 9.2.1.3.9 An official or other role player committed any corrupt or fraudulent act during the procurement process or in the execution of the contract that benefited the Contractor.

Clause 10.5.3:

The number of ad-hoc Adjudication Board Members to be appointed is 1(one).

ADDITIONAL CONDITIONS OF CONTRACT

Add the following clause after clause 10

Clause 11: Details to be confidential

The Contractor shall treat the details of the Works comprised in this Contract as private and confidential (save in so far as may be necessary for the purposes hereof) and shall not publish or disclose the same or any particulars thereof in any trade or technical paper elsewhere without the prior written consent of the Engineer.

Part 2: Data provided by the Contractor

Clause 1.1.1.9:

The name of the Contractor is *ML Th Triple C Maintenance & Services*

Clause 1.2.1.2:

The address of the Contractor is

Physical Address: *29 Zinfandal Road*
Saxenburg Park 2
Blackheath 7581

Postal Address: *P.O Box 250*
Blackheath 7581

Telephone: *021 905 0167* Fax: _____

email: *projects@triplecms.co.za*
accounts@triplecms.co.za

Clause 6.8.3: Variation in the cost of special materials

See schedule attached on next page.

SPECIAL MATERIALS

Each material dealt with as a special material in terms of Clause 4.1 of the Contract Price Adjustment Schedule of the General Conditions of Contract is stated in the list below. The provisions of Clause 6.8.3 of the General Conditions of Contract shall apply to such special materials. The base rates and prices for the special materials (current at the time of tender) shall be as stated in the schedule below, or where required, shall be furnished by the tenderer. Rates or prices furnished by the tenderer shall not include VAT but shall include all other obligatory taxes and levies). Only those materials listed by the Employer below shall be considered as special materials.

Special Material	Unit	Bituminous Products: State source (refinery)	Current Rate or Price
Bitumen	t	70/100 penbit	15300.00 excl. Vat
		50/70 penbit	15300.00 excl. Vat
		N/A	
		N/A	
		N/A	
		N/A	

Notes:

1. When called upon to do so, the tenderer/contractor shall substantiate rates or prices furnished at the time of tender, or during the execution of the contract, with acceptable documentary evidence.
2. In the case of bituminous products, the tenderer shall state, in the schedule above, the source of the bitumen upon which the tendered rates are based.
3. Extra over rates to cover the cost of transporting bitumen from beyond the borders of the Western Cape Province have been measured separately in the Bills of Quantities.

SIGNED ON BEHALF OF TENDERER:



Note: Tenderers should not add any Special Materials to this list. They may qualify their tenders should they believe any material which will be used in the Contract constitutes a Special material. Their will be adjudicated with qualifications when compared to the other tenders

CAPE WINELANDS DISTRICT MUNICIPALITY

CONTRACT NO. T2022/038

**CONSTRUCTION / UPGRADING OF SIDEWALKS AND EMBAYMENTS AT URBAN SCHOOLS
WITHIN CWDM**

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: The Cape Winelands District Municipality

"Contractor" means:

"Engineer" means:

"Works" means: **CONTRACT NO. T2022/038 – CONSTRUCTION / UPGRADING OF SIDEWALKS AND EMBAYMENTS AT URBAN SCHOOLS WITHIN CWDM**

"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 the date of issue by the Engineer of the Certificate of Completion of the Works or the date of payment in full of the Guaranteed Sum, whichever occurs first. The Engineer and/or the Employer shall advise the Guarantor in writing of the date on which the Certificate of Completion of the Works has been issued.
3. The Guarantor hereby acknowledges that:
 - 3.1 any reference in this Performance Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship.

- 3.2 its obligation under this Performance Guarantee is restricted to the payment of money.
4. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.1 to 4.3:
 - 4.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Engineer in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 4.2.
 - 4.2 A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) days has elapsed since the first written demand in terms of 4.1 and the sum certified has still not been paid.
 - 4.3 A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 4.
5. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Performance Guarantee, such demand stating that:
 - 5.1 the Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 5; or
 - 5.2 a provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Performance Guarantee is called up in terms of 5; and
 - 5.3 the aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.
6. It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in terms of 1.
7. Where the Guarantor has made payment in terms of 5, the Employer shall upon the date of issue of the Final Payment Certificate submit an expense account to the Guarantor showing how all monies received in terms of this Performance Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Performance Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.
8. Payment by the Guarantor in terms of 4 or 5 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
9. Payment by the Guarantor in terms of 5 will only be made against the return of the original Performance Guarantee by the Employer.
10. The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may deem fit and the Guarantor shall not have the right to claim his release from this Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.
11. The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
12. This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 2, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.
13. This Performance Guarantee, with the required demand notices in terms of 4 or 5, shall be regarded as a liquid document for the purposes of obtaining a court order.

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)

CAPE WINELANDS DISTRICT MUNICIPALITY

CONTRACT NO. T2022/038

CONSTRUCTION / UPGRADING OF SIDEWALKS AND EMBAYMENTS AT URBAN SCHOOLS WITHIN CWDM

C1.4 Occupational Health and Safety Agreement

(To be completed and signed by all Mandataries)

OCCUPATIONAL HEALTH AND SAFETY ACT NO 85 OF 1993

Note: Section 1(1)(xxviii) of the Act defines a "mandatory" as including "an agent, a contractor or a subcontractor for work"

Agreement made and entered into between Cape Winelands District Municipality and (mandatory).

Triple C Maintenance & Services as envisaged by the provisions of Section 37(2) of the Occupational Health and Safety Act 1993 as amended.

I, Irene E.S. Roos representing

(mandatory) Triple C Maintenance & Services do hereby

acknowledge that (mandatory) Triple C Maintenance & Services

is an employer in its own right with duties as prescribed in the Occupational Health and Safety Act 1993 as amended and agree to ensure that all contractual work will be performed and that all machinery and plant will be used in accordance with the provisions of the said Act. In conclusion, I do hereby indemnify the Cape Winelands District Municipality against any claim of whatever nature that may arise as a result of any injury sustained by or any act of omission or negligence by any employee of (mandatory) :

Triple C Maintenance & Services

SIGNED [Signature] on the 24 day of August 2022

WITNESS:

[Signature]

Candace Roos for and on behalf of the Mandatory

WITNESS:

for and on behalf of Cape Winelands District 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.

Part C2: Pricing Data

	Pages
C2.1 Pricing Assumptions	99-100
C2.2 Bills of Quantities.....	101-129

CAPE WINELANDS DISTRICT MUNICIPALITY

CONTRACT NO. T2022/038

CONSTRUCTION / UPGRADING OF SIDEWALKS AND EMBAYMENTS AT URBAN SCHOOLS WITHIN CWDM

C2.1 Pricing Assumptions

Pricing Assumptions mean the criteria as set out below, read together with all Parts of this contract document, which it will be assumed in the contract, that the tenderer has taken into account when developing his prices.

1. The method of measurement published by the South African Bureau of Standards in clause 8 of the Standardised Specifications for Civil Engineering Construction is applicable, subject to the variations and amendments contained in the section "Applicable SABS 1200 standardised specifications".
2. Descriptions in the Bills of Quantities are abbreviated and comply generally with those in the Standardised Specifications. Clause 8 of each Standardised Specification, read together with the relevant clauses of the Scope of Work, set out what ancillary or associated activities are included in the rates for the operations specified. Should any requirements of the measurement and payment clause of the applicable Standardised Specification, or the Scope of Work, conflict with the terms of the Schedule, the requirements of the Standardised Specification or Scope of Work, as applicable, shall prevail.
3. The clauses in a specification in which further information regarding the schedule item appears under "Reference clause" in the Schedule. The reference clauses indicated are not necessarily the only sources of information in respect of scheduled items. Further information and specifications may be found elsewhere in the contract documents. Standardised Specifications are identified by the letter or letters which follow SABS in the SABS 1200 series of specifications, e.g. G for SABS 1200 G.
4. Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance is made for waste.
5. The quantities set out in the Bills of Quantities are the estimated quantities of the Contract Works, but the Contractor will be required to undertake whatever quantities may be directed by the Engineer from time to time. The Contract Price for the completed contract shall be computed from the actual quantities of work done, valued at the relevant unit rates and prices.
6. The prices and rates to be inserted in the Bills of Quantities are to be the full inclusive prices for the work described under the several items. Such prices and rates shall cover all costs and expenses that may be required in and for the execution of the work described, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the documents on which the tender is based, as well as overhead charges and profit. Reasonable prices shall be inserted as these will be used as a basis for assessment of payment for additional work that may have to be carried out. If a nil rate is entered against an item, it will be considered that there is no charge for that particular item (even should the quantity subsequently increase).
7. A price or rate is to be entered against each item in the Bills of Quantities, whether the quantities are stated or not. An item against which no price is entered will be considered to be covered by the other prices or rates in the Bills of Quantities, and that there is no charge for that particular item (even should the quantity subsequently increase).
8. Except where rates only are required, insert all amounts to be included in the total tendered price in the "Amount" column and show the corresponding total tendered price.
9. All transportation of material anywhere on/off or from or to the various sites will be deemed to be unlimited free-haul and the contractor must allow for this in the rates tendered for the items in the Bill of Quantities.

10. The units of measurement described in the Bills of Quantities are metric units. Abbreviations which may be used in these Bills of Quantities are as follows:

mm	=	millimetre	h	=	hour
m	=	metre	kg	=	kilogram
km	=	kilometre	t	=	ton (1000 kg)
m ²	=	square metre	No.	=	number
m ² .pass	=	square metre-pass	sum	=	lump sum
ha	=	hectare	MN	=	meganewton
m ³	=	cubic metre	MN.m	=	meganewton-metre
m ³ .km	=	cubic metre-kilometre	P C sum	=	Prime Cost sum
l	=	litre	Prov sum	=	Provisional sum
kl	=	kilolitre	%	=	per cent
MPa	=	megapascal	kw	=	kilowatt

11. Reasonable compensation will be received where no pay item appears in the Bill of Quantities in respect of work required in terms of the Contract and which is not covered in any other pay item.

CAPE WINELANDS DISTRICT MUNICIPALITY

CONTRACT NO. T2022/038

**CONSTRUCTION / UPGRADING OF SIDEWALKS AND EMBAYMENTS AT URBAN SCHOOLS
WITHIN CWDM**

C2.2 Bills of Quantities

CONTENTS

SECTION 1: PRELIMINARY AND GENERAL

SECTION 2: WORCESTER SECONDARY SCHOOL

SECTION 3: ESSELENPARK SECONDARY SCHOOL

SUMMARY

DECLARATION

Construction / upgrading of sidewalks and embayments at urban schools within CWDM
 Schedule 1

Section 1

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
						R	c
		Item 1					
1	SABS 1200 A	SECTION 1: PRELIMINARY AND GENERAL					
	8.3	FIXED-CHARGED ITEMS					
1.1	8.3.1	Contractual Requirements	Sum	1.0	30 000.00	30 000.	00
	8.3.2	Establish facilities on the site					
	8.3.2.1	Facilities for Engineer					
1.2		a) Office to SABS 1200AB	Sum	1.0	16 500.00	16 500.	00
1.4		c) Telephone	Sum	1.0	5 500.00	5 500.	00
	8.3.2.2	Facilities for Contractor					
1.5		a) Offices and Storage sheds	Sum	1.0	20 500.00	20 500.	00
1.6		b) Workshops	Sum	1.0	10 000.00	10 000.	00
1.7		c) Ablution and latrine facilities	Sum	1.0	5 000.00	5 000.	00
1.8		d) Tools and Equipment	Sum	1.0	6 500.00	6 500.	00
1.9		e) Water supplies, Electrical power and Communication facilities	Sum	1.0	5 000.00	5 000.	00
1.1		f) Dealing with water	Sum	1.0	5 000.00	5 000.	00
1.11		g) Access	Sum	1.0	5 000.00	5 000.	00
1.12	8.3.3	Other fixed-charge obligations	Sum	1.0	10 000.00	10 000.	00
1.13	8.3.4	Removal of site establishment on completion of works	Sum	1.0	15 000.00	15 000.	00
	8.4	TIME-RELATED ITEMS					
1.14	8.4.1	Contractual Requirements	Sum	1.0	10 000.00	10 000.	00
	8.4.2	Operate and maintain services on site during construction					
	8.4.2.1	Facilities for Engineer for duration of Contract (SABS 1200 AB)					
1.15		a) Office to SABS 1200AB	Sum	1.0	5 500.00	5 500.	00
	8.4.2.2	Facilities for the contractor for the duration of the contract					
1.18		a) Offices and Storage sheds	Sum	1.0	7 360.00	7 360.	00
1.19		b) Workshops	Sum	1.0	5 000.00	5 000.	00
1.2		c) Ablution and latrine facilities	Sum	1.0	3 000.00	3 000.	00
1.21		d) Tools and equipment	Sum	1.0	3 000.00	3 000.	00
1.22		e) Water supplies, Electrical power and Communication facilities	Sum	1.0	3 000.00	3 000.	00
Total Carried Forward							0 00

170860.00

Construction / upgrading of sidewalks and embayments at urban schools within CWDM
 Schedule 1

Section 1

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
						R	c
Brought Forward						170,860.00	0 00
1.23		f) Dealing with water	Sum	1.0	3 500.00	3 500.	00
1.24		g) Access	Sum	1.0	3 500.00	3 500.	00
1.25	8.4.3	Supervision	Sum	1.0	25 000.00	25 000.	00
1.26	8.4.4	Company and Head Office overhead costs	Sum	1.0	3 000.00	3 000.	00
	PSA 8.4.6	Standing Time Costs					
1.27		a) Plant	Sum/d ay	1.0	2 500.00	2 500.	00
1.28		b) Labour	Sum/d ay	1.0	2 500.00	2 500.	00
1.29		c) Other resources (to be specified by contractor).....	Sum/d ay	1.0	3 000.00	3 000.	00
	1200A8.7	DAYWORKS					
		LABOUR (PROVISIONAL)					
		Supply labour including on cost charges					
1.3		(a) Foreman	hr	20.0	52.00	1 040.	00
1.31		(b) Artisan	hr	20.0	41.00	840.	00
1.32		(c) Labourer	hr	20.0	34.00	680.	00
		MATERIALS (PROVISIONAL)					
1.33		Supply materials	PC Sum	1.0	30,000.00	30,000	00
1.34		Contractors markup	%	30 000.00	10.00	3 000.	00
		PLANT					
		Supply plant including operator, fuel, maintenance and pertinent on costs					
1.35		(a) Vibrating Roller	hr	10.0	700.00	7 000.	00
1.36		(b) Excavator	hr	10.0	980.00	9 800.	00
1.37		(c) Digger/loader	hr	10.0	470.00	4 700.	00
	8.8	TEMPORARY WORKS					
	PSA 8.8.2.1	Accommodation of traffic for the duration of contract (where applicable)					
1.45		h) Worcester Secondary School	Sum	1.0	7 500.00	7 500.	00
1.47		j) Esselen Park Secondary School	Sum	1.0	7 500.00	7 500.	00
		Dealing with traffic					
	PSA 8.8.2.2	a) Supply and final removal from site					
Total Carried Forward						30,000	00

285,920.00

Construction / upgrading of sidewalks and embayments at urban schools within CWDM
 Schedule 1

Section 1

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
						R	c
Brought Forward					285,920.00	30,000.00	00
1.5		i) R series temporary signs - 600mm diam	No.	50.0	32.00	1,600.	00
1.51		ii) W series temporary signs - 900mm sides	No.	24.0	32.00	768.	00
1.52		iii) Road signs, G series	m ²	12.0	32.00	384.	00
1.53		iv) Hazard tape	m	500.0	6.50	3,250.	00
1.54		v) Danger plate and delineators	No.	50.0	32.00	1,600.	00
	PSA 8.8.2.2	b) Re-use and interim removal of traffic control facilities					
1.55		i) R series temporary signs - 600mm diam	No.	25.0	32.00	800.	00
1.56		ii) W series temporary signs - 900mm sides	No.	12.0	32.00	384.	00
1.57		iii) Road signs, G series	m ²	6.0	32.00	192.	00
1.58		iv) Danger plate and delineators	No.	25.0	32.00	800.	00
	PSA 8.9	OCCUPATIONAL HEALTH AND SAFETY (PROVISIONAL)					
1.59	PSA 8.9.1	Cost of health and safety measures in terms of the Construction Regulations (2014) of the Occupational Health and Safety Act	Sum	1.0	8,500.00	8,500.	00
		COVID					
		ENVIRONMENTAL					
1.6	PSEM 8.2.1	Compliance with environmental specifications	Sum	1.0	7,500.00	7,500.	00
	PSA 8.5	PROVISIONAL SUMS STATED BY THE ENGINEER					
		Materials testing					
1.61		Provisional amount for materials testing as instructed by the Engineer (Only Engineers check testing paid for under this item)	Prov Sum	1.0	18,500.00	18,500.	00
1.62		Overheads, charges, attendance and profit for arranging the testing as required by the engineer	%	18,500.00	10.00	1,850.	00
		Existing Services					
1.63		Provisional Sum for cleaning and making repairs to existing services and deviating where required	Prov Sum	1.0	10,000.00	10,000.	00
1.64		Provisional Sum for locating existing services by specialist subcontractors	Prov Sum	1.0	16,500.00	16,500.	00
		ANCILLARY ITEMS					
1.65	PSA 8.5	Cost of additional surveying requirements as instructed by the engineer	Prov Sum	1.0	25,000.00	25,000.	00
Total Carried Forward To Summary					383,548.00	55,000.00	00

Construction / upgrading of sidewalks and embayments at urban schools within CWDM
 Schedule 1

Section 2

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
						R	c
9		Section 2 SECTION 2 : WORCESTER SECONDARY SCHOOL					
	SABS1200 C	SITE CLEARANCE					
	8.2.1	Clear and grub site complete and dispose of material including trees up to 1m diameter.					
9.1		a) Along sidewalk route (verge)	m ²	0.00	6.50	0.00	00
9.2	8.2.8	Demolish, remove and dispose off-site all kerbs, channels, edging and rainwater channels	m	280.0	51.00	14 280.	00
9.3	8.2.10	Strip topsoil and stockpile in reserve only on instructions from Engineer	m ³	80.0	75.00	6 000.	00
9.4	PSC 8.2.11	Cut and remove existing premix (typically 500mm wide) at interface between existing premix and new works	m ³	10.0	135.00	1 350.	00
9.5	PSC 8.2.12	Excavate basecourse and subbase to temporary stockpile for later re-use as subbase	m ³	35.0	165.00	5 775.	00
	PSC 8.2.13	Remove and dispose of off site					
9.6		a) Block paving	m ²	120.0	68.00	8 160.	00
	PSC 8.2.14	Demolish and remove existing structures:					
9.7		a) Reinforced concrete drainage structures	m ³	6.0	145.00	870.	00
9.8		b) Wooden ballards including base	No	8.0	355.00	2 840.	00
	SABS 1200 D	BULK EARTHWORKS					
		EXCAVATION					
9.9	8.3.2	Excavate in all materials and place in fill to 93% Mod AASHTO (100% for sand) in all areas	m ³	100.0	155.00	15 500.	00
9.1	8.3.2	Excavate in unsuitable material and dispose of off site to a dumping site of the contractors choice (No overhaul)	m ³	15.0	165.00	2 475.	00
9.11	8.3.4	Extra Over above item for importation of material from commercial sources	m ³	15.0	225.00	3 375.	00
9.12	PSD8.3.8.1	Excavate by hand to expose services	m ³	12.0	98.00	1 176.	00
	SABS 1200 DB	EXCAVATION					
	SABS 1200 G	CONCRETE WORKS					
	1200 G	CONCRETE STRUCTURES					
		Formwork					
	8.2.1	Rough vertical formwork					
Total Carried Forward						R 61 801.00	0 00

Construction / upgrading of sidewalks and embayments at urban schools within CWDM
 Schedule 1

Section 2

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT		
						R	c	
Brought Forward						R 61 801.00	0.00	00
9.13	8.3.1	a) Straight faces to footings and outer buried walls Reinforcement	m ²	10.0	145.00	1 450.	00	
9.14		High Tensile Welded Mesh - Ref 395 Concrete	m ²	2.0	75.00	150.	00	
9.15	8.4.2	Blinding 15 Mpa / 19mm concrete 50mm thick Strength concrete 25 Mpa /19mm	m ²	2.0	137.50	275.	00	
9.16	8.4.3	a) All structures Unformed Surface finishes Brush finish to:	m ³	6.0	2 635.00	15 810.	00	
9.17	8.4.4	a) Top of exposed face	m ²	10.0	35.00	350.	00	
	SABS1200 M	ROADS						
	SABS1200 DM	EARTHWORKS (ROADS, SUBGRADE) TREATMENT OF ROAD-BED						
	8.3.3(a)	Road-bed preparation and compaction of material Compact to 93 % mod. AASHTO max. density(100% for sand) 150mm insitu layer						
9.18	8.3.4	a) Roads and Sidewalks EARTHWORKS Cut to fill anywhere within the road reserve compacting to 93% mod. AASHTO max. density (100% for sand) including for sidewalks	m ³	160.0	72.00	11 520.	00	
9.19		a) Roads and Sidewalks	m ³	75.0	95.00	7125.	00	
9.2	8.3.7	Cut and remove unsuitable material off site to a location of the contractor's choice (material measured tight) on engineers instructions (no overhaul) SELECTED LAYER Construct selected layer with material from commercial sources	m ³	15.0	80.00	1 200.	00	
9.21	8.3.2	a) 150mm thick layer G7 gravel material compacted to 93% Mod AASHTO max density for roads SUBBASE Construct subbase layer with material from stockpile	m ³	5.0	218.00	1 090.	00	
Total Carried Forward							0.00	00

R100 771.00

Construction / upgrading of sidewalks and embayments at urban schools within CWDM
Schedule 1

Section 2

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
						R	c
Brought Forward						R 100 771.00	
9.22	8.3.3	Type G5 material a) 150mm thick layer compacted to 95% Mod AASHTO max density for road reinstatement	m³	35.0	425.00	14 875.	00
9.23	SABS1200 MF	Construct subbase with material from commercial sources Type G5 material a) 150mm thick layer compacted to 95% Mod AASHTO max density for roads and sidewalks	m³	90.0	425.00	38 250.	00
9.24		BASECOURSE Type G4 crushed stone base (C2 Parent Material) a) 150 mm thick layer compacted to 98% MOD AASHTO maximum density for roads	m³	45.0	575.00	25 875.	00
9.25	8.3.5	Processing of subbase by stabilisation	m³	25.0	675.00	16 875.	00
9.26	8.3.8	Stabilising Agent a) Portland Cement	t	17.2	2 200.00	37 840.	00
9.27	8.3.3	Bitumen Treated Base a) 100mm thick, continuously graded	m³	18.0	750.00	13 500.	00
9.28	SABS1200 MH	ASPHALT BASE AND SURFACING PRIME COAT Prime coat using Cole Prime-E on : a) All roads and sidewalks	m²	700.0	20.00	14 000.	00
9.29	8.5.1	TACK COAT (Speed Hump) Spray surface using emulsion (Speed Hump) a) ANI Stable Grade 30	m²	10.0	20.00	200.	00
9.3	8.5.4	ASPHALT SURFACING a) 30 mm Continuously graded asphalt (9,5mm max stone), medium dense, 5% bitumen (for sidewalk)	t	40.0	2 023.00	80 920.	00
9.31	8.5.5	a) 40 mm Continuously graded asphalt for roads, medium dense, 5% bitumen (for roads and embayments) Variations in quantities of bituminous binder:	t	30.0	1 985.00	59 550.	00
9.32		a) Prime: Cole Prime-E	?	0.0	20.00	0.	00
9.33		b) Bitumen binder	?	0.0	20.00	0.	00
Total Carried Forward						R 402 656.00	

Construction / upgrading of sidewalks and embayments at urban schools within CWDM
 Schedule 1

Section 2

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT		
						R	c	
Brought Forward						402656.00	0	00
9.34	SABS1200 MJ	BRICK PAVING						
		CONCRETE BLOCK PAVING						
	PSMJ 8.2.2	Construct block paving to suit existing and detail, complete with all edging requirements, etc						
		a) 80mm thick interlocking concrete paver - 35Mpa - laid in stretcher bond pattern in pedestrain crossings, incl 25mm sand bedding (Red colour or similiar approved)	m ²	140.0	270.00	37800.00		
		Cuttings to fit edge restraints						
9.35		1) Straight cutting	m	80.0	75.00	6000.00		
9.36		2) Circular cutting	m	10.0	85.00	850.00		
	SABS1200 MK	CONCRETE KERBING AND CHANNELLING						
	8.2.1	Figure 4 kerb only						
		Radius (m)						
		Over and up to						
9.37		42845	m	25.0	191.00	4775.00		
9.38		20 -	m	80.0	195.00	15600.00		
	8.2.1	Figure 4 kerb and Fig 14 Channel						
		Radius (m)						
		Over and up to						
9.39		42845	m	5.0	326.00	1630.00		
9.4		20 -	m	180.0	330.00	59400.00		
	8.2.1	MK10 mountable kerb						
		Radius (m)						
		Over and up to						
9.41		42845	m	5.0	162.00	810.00		
9.42		20 -	m	5.0	167.00	835.00		
	8.2.1	CK5 mountable kerb and channel						
		Radius (m)						
		Over and up to						
9.43		20 -	m	5.0	220.00	1100.00		
9.44		0 - 4	m	5.0	225.00	1125.00		
9.45		42845	m	5.0	220.00	1100.00		
Total Carried Forward						533681.00	0	00

Construction / upgrading of sidewalks and embayments at urban schools within CWDM
 Schedule 1

Section 2

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
						R	c
Brought Forward						53681.00	533681.00
	8.2.1	Figure 11 edging (150 x 75)					gn
		Radius (m)					
		Over and up to					
9.46		0 - 4	m	5.0	110.00	550.	00
9.47		42845	m	20.0	105.00	2100.	00
9.48		20 -	m	260.0	105.00	27300.	00
9.49	8.2.2	Type 14 double channel	m	70.0	320.00	22400.	00
9.5	8.2.4	Dropped kerbs	m	20.0	195.00	3900.	00
	8.2.6	Ancillaries					
9.51		Cast in-situ transition sections (All types and radii)	m	4.0	265.00	1060.	00
9.52	8.2.6.1	Bubble block pedestrian ramp as per detail on Dwg C780/01/C8000	No.	2.0	525.00	1050.	00
	SABS1200 MM	ANCILLARY ROADWORKS					
		PERMANENT TRAFFIC SIGNS					
	8.3.6	Statutory signs, supplied and erected complete with 80mm galvanised tubular steel supports					
		Standard sizes					
9.53		a) 610 mm maximum dimension	No	5.0	1360.00	6800.	00
9.54		b) 914 mm max dimension	No	2.0	1950.00	3900.	00
		Regulatory Signs					
9.55		a) R1	No	2.0	1360.00	2720.	00
9.56		b) R2.1	No	4.0	1855.00	7420.	00
		Warning Signs					
9.57		a) W306	No	4.0	1445.00	5780.	00
9.58		b) W308	No	4.0	1445.00	5780.	00
9.59		c) W332	No	5.0	1445.00	7225.	00
9.6		d) W401	No	10.0	795.00	7950.	00
9.61		e) W402	No	8.0	795.00	6360.	00
		Information Signs					
9.62		a) IN 11.1 (30km/h)	No	8.0	445.00	3560.	00
9.63		b) IN 11.5 (hump symbol)	No	4.0	445.00	1780.	00
Total Carried Forward						654796.00	653160.00 gn

Construction / upgrading of sidewalks and embayments at urban schools within CWDM
 Schedule 1

Section 2

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
						R	c
Brought Forward						651316.00	0.00
9.64	8.3.7	Dismantling and re-erection of road signs with a maximum dimension of 610mm	No	2.0	285.00	570.	00
		ROAD MARKINGS					
	8.4.1	Non-reflectorized paint applied at nominal rate of 0,42 l/m2					
9.65		a) White lines broken (width 100 mm)	m	100.0	8.20	820.	00
		b) White and yellow lines unbroken					
9.66		1) 100 mm wide (GM1, RM1, RM6, RM11 & RM12)	m	160.0	8.20	1 312.	00
9.67		2) 150mm (RM1 & RM7)	m	25.0	9.15	228.75	00
9.68		3) 300 mm wide (RTM1 & RTM2)	m	30.0	21.75	652.	50
		c) White characters and symbols					
9.69		1) GM7 (Stop)	m ²	45.0	85.00	3 825.	00
9.7		2) RTM 4 (Pedestrian Blocks)	m ²	25.0	85.00	2 125.	00
9.71		3) RM7 (Exclusive bay)...	m ²	1.0	85.00	85.00	00
9.72		4) WM5 (Yield)	m ²	5.0	85.00	425.	00
9.73		5) WM10 (Speed Hump)	m ²	45.0	85.00	3 825.	00
9.74	PSMM 8.4.5	Sandblasting of reduntant line markings and symbols	m ²	35.0	290.00	10 150.	00
	SABS 1200 H	STRUCTURAL STEEL WORK					
9.75	8.3.1	Supply and erect new galvanised steel mesh fencing, 2,1m high, 100 x 50 x 2,5mm mesh with gavanised 75mm tube posts complete (including straining wire)	m	5.0	950.00	4 750.	00
9.76	8.3.1.2	Supply and erect galvanised pedestrian swing gate (1200x1600 high) complete with posts	No	1.0	7000.00	7 000.	00
Total Carried Forward To Summary						687084.25	0.00

687084.25
0.00

Construction / upgrading of sidewalks and embayments at urban schools within CWDM
Schedule 1

Section 3

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
						R	c
6		Section 3 SECTION 2 : ESSELEN PARK SECONDARY SCHOOL					
	SABS1200 C	SITE CLEARANCE					
	8.2.1	Clear and grub site complete and dispose of material including trees up to 1m diameter.					
6.1		a) Along sidewalk route (verge)	m ²	700.0	6.50	4 550.	00
6.2	8.2.8	Demolish, remove and dispose off-site all kerbs, channels, edging and rainwater channels	m	200.0	51.00	10 200.	00
6.3	8.2.10	Strip topsoil and stockpile in reserve only on instructions from Engineer	m ³	30.0	75.00	2 250.	00
6.4	PSC 8.2.11	Cut and remove existing premix (typically 500mm wide) at interface between existing premix and new works	m ³	8.0	135.00	1 080.	00
6.5	PSC 8.2.12	Excavate basecourse and subbase to temporary stockpile for later re-use as subbase	m ³	15.0	165.00	2 475.	00
	PSC 8.2.14	Demolish and remove existing structures:					
6.6		a) Reinforced concrete	m ³	2.0	145.00	290.	00
	SABS 1200 D	BULK EARTHWORKS					
		EXCAVATION					
6.7	8.3.2	Excavate in all materials and place in fill to 93% Mod AASHTO (100% for sand) in all areas	m ³	25.0	155.00	3 875.	00
6.8	8.3.2	Excavate in unsuitable material and dispose of off site to a dumping site of the contractors choice (No overhaul)	m ³	5.0	165.00	825.	00
6.9	8.3.4	Extra Over above item for importation of material from commercial sources	m ³	25.0	225.00	5 625.	00
6.1	PSD8.3.8.1	Excavate by hand to expose services	m ³	50.0	98.00	4 900.	00
	SABS 1200 G	CONCRETE WORKS					
	1200 G	CONCRETE STRUCTURES					
		Formwork					
	8.2.1	Smooth formwork					
6.11		a) Horizontal	m ²	80.0	145.00	11 600.	00
6.12		b) Vertical	m ²	40.0	145.00	5 800.	00
6.13		c) Sloped	m ²	70.0	145.00	10 150.	00
	8.3.1	Reinforcement					
6.14		High Tensile Welded Mesh - Ref 193	m ²	50.0	75.00	3 750.	00
Total Carried Forward							
						267 370.00	00

Construction / upgrading of sidewalks and embayments at urban schools within CWDM
 Schedule 1

Section 3

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT		
						R	c	
Brought Forward						67 370.00	0.00	0.00
6.15	8.4.2	Concrete Blinding 15 Mpa / 19mm concrete 50mm thick	m ²	55.0	137.50	7 562.	50	
		Strength concrete 25 Mpa /19mm						
6.16	8.4.3	a) All structures	m ³	8.0	2 635.00	21 080.	00	
6.17	8.4.4	a) Top of exposed face	m ²	15.0	35.00	525.	00	
	SABS1200 M	ROADS						
	SABS1200 DM	EARTHWORKS (ROADS, SUBGRADE)						
		TREATMENT OF ROAD-BED						
6.18	8.3.3(a)	Road-bed preparation and compaction of material Compact to 93 % mod. AASHTO max. density(100% for sand) 150mm insitu layer						
		a) Roads and Sidewalks	m ³	110.0	72.00	7 920.	00	
		EARTHWORKS						
6.19	8.3.4	Cut to fill anywhere within the road reserve compacting to 93% mod. AASHTO max. density (100% for sand) including for sidewalks						
		a) Roads and Sidewalks	m ³	180.0	95.00	17 100.	00	
6.2	8.3.7	Cut and remove unsuitable material off site to a location of the contractor's choice (material measured tight) on engineers instructions (no overhaul)						
		SELECTED LAYER						
		Construct selected layer with material from commercial sources						
6.21		a) 150mm thick layer G7 gravel material compacted to 93% Mod AASHTO max density for roads	m ³	30.0	218.00	6 540.	00	
	SABS1200 ME	SUBBASE						
	8.3.2	Construct subbase layer with material from stockpile						
		Type G5 material						
6.22		a) 150mm thick layer compacted to 95% Mod AASHTO max density for road reinstatement	m ³	15.0	425.00	6 375.	00	
	8.3.3	Construct subbase with material from commercial sources						
		Type G5 material						
Total Carried Forward						136 472.50	0.00	0.00

Construction / upgrading of sidewalks and embayments at urban schools within CWDM
Schedule 1

Section 3

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
						R	c
Brought Forward						136472.50	00
6.23	SABS1200 MF	a) 150mm thick layer compacted to 95% Mod AASHTO max density for roads and sidewalks BASECOURSE	m³	65.0	425.00	27 625.	00
	8.3.3	Construct base with material from commercial sources Type G3 crushed stone base					
6.24		a) 150 mm thick layer compacted to 98% MOD AASHTO maximum density for roads Type G4 crushed stone base (C2 Parent Material)	m³	20.0	585.00	11 700.	00
6.25		a) 150 mm thick layer compacted to 98% MOD AASHTO maximum density for roads	m³	55.0	575.00	31 625.	00
6.26	8.3.5	Processing of subbase by stabilisation	m³	15.0	675.00	10 125.	00
	8.3.8	Stabilising Agent					
6.27		a) Portland Cement	t	1.5	2 200.00	3 300.	00
	8.3.3	Bitumen Treated Base					
6.28	SABS1200 MH	a) 100mm thick, continuously graded ASPHALT BASE AND SURFACING	m³	2.0	750.00	1 500.	00
	8.5.1	PRIME COAT Prime coat using Cole Prime-E on :					
6.29		a) All roads and sidewalks	m²	480.0	20.00	9 600.	00
	8.5.3	TACK COAT (Speed Hump) Spray surface using emulsion (Speed Hump)					
6.3		a) ANI Stable Grade 30	m²	10.0	20.00	200.	00
	8.5.4	ASPHALT SURFACING					
6.31		a) 30 mm Continuously graded asphalt (9,5mm max stone), medium dense, 5% bitumen (for sidewalk)	t	10.0	2 023.00	20 230.	00
6.32		a) 40 mm Continuously graded asphalt for roads, medium dense, 5% bitumen (for roads and embayments)	t	13.0	1 985.00	25 805.	00
	8.5.5	Variations in quantities of bituminous binder:					
6.33		a) Prime: Cole Prime-E	?	0.0	20.00	0.	00
6.34		b) Bitumen binder	?	0.0	20.00	0.	00
	SABS1200 MJ	BRICK PAVING					
Total Carried Forward						278182.50	00

Construction / upgrading of sidewalks and embayments at urban schools within CWDM
Schedule 1

Section 3

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
						R	c
Brought Forward						278182.50	0.00
6.35	PSMJ 8.2.2	CONCRETE BLOCK PAVING Construct block paving to suit existing and detail, complete with all edging requirements, etc a) 80mm thick interlocking concrete paver - 35Mpa - laid in stretcher bond pattern in pedestrain crossings, incl 25mm sand bedding (Red colour or similiar approved)	m ²	90.0	270.00	24 300.	00
6.36		Cuttings to fit edge restraints 1) Straight cutting	m	70.0	75.00	5 250.	00
6.37		2) Circular cutting	m	15.0	85.00	1 275.	00
6.38	SABS1200 MK	CONCRETE KERBING AND CHANNELLING 8.2.1 Figure 4 kerb only Radius (m) Over and up to 0 - 4	m	5.0	195.00	975.	00
6.39		42845	m	10.0	192.00	1 920.	00
6.4		20 -	m	110.0	190.00	20 900.	00
6.41	8.2.1	Figure 11 edging (150 x 75) Radius (m) Over and up to 0 - 4	m	5.0	110.00	550.	00
6.42		42845	m	20.0	105.00	2 100.	00
6.43		20 -	m	200.0	105.00	21 000.	00
6.44	SABS1200 MM	ANCILLARY ROADWORKS PERMANENT TRAFFIC SIGNS 8.3.6 Statutory signs, supplied and erected complete with 80mm galvanised tubular steel supports Standard sizes a) 610 mm maximum dimension	No	10.0	1360.00	13 600.	00
6.45		b) 914 mm max dimension	No	4.0	10 150.00	7 800.	00
6.46		Regulatory Signs a) R1	No	3.0	1 360.00	4 080.	00
6.47		b) R2.1	No	2.0	1 855.00	3 710.	00
Total Carried Forward						385642.50	0.00

Construction / upgrading of sidewalks and embayments at urban schools within CWDM
 Schedule 1

Section 3

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
						R	c
Brought Forward						385642.50	00
		Warning Signs					
6.48		a) W306	No	3.0	1445.00	4 335.	00
6.49		b) W308	No	2.0	1445.00	2 890.	00
6.5		c) W332	No	4.0	1445.00	5 780.	00
6.51		d) W401	No	8.0	795.00	6360.	00
6.52		e) W402	No	6.0	795.00	4770.	00
		Information Signs					
6.53		a) IN 11.1 (30km/h)	No	8.0	445.00	3560.	00
6.54		b) IN 11.5 (hump symbol)	No	3.0	445.00	1335.	00
6.55	8.3.7	Dismantling and re-erection of road signs with a maximum dimension of 610mm	No	2.0	285.00	570.	00
		ROAD MARKINGS					
	8.4.1	Non-reflectorized paint applied at nominal rate of 0,42 l/m2					
6.56		a) White lines broken (width 100 mm)	m	110.0	8.20	902.	00
		b) White and yellow lines unbroken					
6.57		1) 100 mm wide (GM1, RM1, RM6, RM11 & RM12)	m	110.0	8.20	902.	00
6.58		2) 150mm (RM1 & RM7)	m	45.0	9.15	411.75	75
6.59		3) 300 mm wide (RTM1 & RTM2)	m	25.0	21.75	543.	75
		c) White characters and symbols					
6.6		1) GM7 (Stop)	m ²	45.0	85.00	3 825.	00
6.61		2) RTM 4 (Pedestrian Blocks)	m ²	20.0	85.00	1700.	00
6.62		3) RM7 (Exclusive bay)	m ²	1.0	85.00	85.	00
6.63		4) WM5 (Yield)	m ²	3.0	85.00	255.	00
6.64		5) WM10 (Speed Hump)	m ²	40.0	85.00	3400.	00
6.65	PSMM 8.4.5	Sandblasting of redundant line markings and symbols	m ²	60.0	290.00	17 400.	00
6.66	PSMM 8.3.7	Dismantling, stockpiling and re-erection of fencing	m	10.0	130.00	1 300.	00
	SABS 1200 H	STRUCTURAL STEEL WORK					
6.67	8.3.1	Supply and erect new galvanised steel mesh fencing, 2,1m high, 100 x 50 x 2,5mm mesh with galvanised 75mm tube posts complete (including straining wire)	m	20.0	950.00	19 000.	00
Total Carried Forward						446496.75	00

Construction / upgrading of sidewalks and embayments at urban schools within CWDM
 Schedule 1

Section 3

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
						R	C
Brought Forward						464,967.00	464,967.00
6.68	8.3.1.2	Supply and erect galvanised pedestrian swing gate (1200x1600 high) complete with posts	No	1.0	7000.00	7000.00	00
Total Carried Forward To Summary						471,967.00	00

C2.2 Bills of Quantities

SUMMARY

- 1 Preliminary and General
- 2 Worcester Secondary School
- 3 Esselen Park Secondary School

SUB-TOTAL

CONTINGENCIES

Allow the sum of 10% (ten percent) of the above Sub-total for Contingencies to be spent as the Engineer may direct and to be deducted in whole or in part if not required.

TOTAL INCLUDING CONTINGENCIES

VALUE ADDED TAX

ADD: VAT at the rate of 15%

Carried to part C1.1 Form of Offer and Acceptance

		Amount	
		R	c
R	383,548	00	
R	687,084	25	
R	471,967	00	gn
	464,967	00	
R	1,542,599	25	
R	154,259	92	
R	1,696,859	17	
R	254,528	87	
R	1,951,388	05	

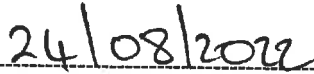
DECLARATION (In respect of completeness of Tender)

Cape Winelands District Municipality
29 Du Toit Street
STELLENBOSCH
7599

I/we, the undersigned, do hereby declare that these are the properly priced Bills of Quantities forming part C2.2 of this Contract Document containing 203 pages (Pages 113 to 128) in consecutive order upon which my/our tender for **TENDER NO. T2022/038: CONSTRUCTION / UPGRADING OF SIDEWALKS AND EMBAYMENTS AT URBAN SCHOOLS WITHIN CWDM** has been based.



SIGNATURE OF TENDERER/S



DATE

Part C3: Scope of Work

	Pages
C3.1 Description of the Works	120-122
C3.2 Engineering	123
C3.3 Construction: Works Specifications	124-186
C3.4 Management	187-190

Status

Should any requirement or provision in the parts of the Scope of Work conflict with any requirement of any Standardised Specification, particular specification or any drawings, the order of precedence, unless otherwise specified, is:

Drawings
Scope of Work (Parts C3.1, C3.4 C3.5 and C3.6)
SANS Standardised Specifications

CAPE WINELANDS DISTRICT MUNICIPALITY

CONTRACT NO. T2022/038

**CONSTRUCTION / UPGRADING OF SIDEWALKS AND EMBAYMENTS AT URBAN SCHOOLS
WITHIN CWDM**

C3.1 Description of the Works

C3.1.1 Employers Objectives

C3.1.2 Overview of the Works

C3.1.3 Extent of the Works

C3.1.4 Location of the Works

C3.1.5 Location of Contractor's Camp Site

CAPE WINELANDS DISTRICT MUNICIPALITY

CONTRACT NO. T2022/038

CONSTRUCTION / UPGRADING OF SIDEWALKS AND EMBAYMENTS AT URBAN SCHOOLS WITHIN CWDM

C3.1 Description of the Works

C3.1.1 Employers Objectives

The Employer's objective is to continue with their "Safer Journeys to Schools" strategy through the implementation of various engineering interventions at schools within the Cape Winelands. This tender encompasses the first phase of improvements to priority urban schools falling within the Breede Valley local municipality.

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.

It is however emphasized that the successful contractor will have to make use of local labour and subcontractors for the completion of the works. The municipality will provide the successful contractor with a list of names of the labourers and subcontractors from which he may choose to work on the contract upon commencement of the contract.

C3.1.2 Overview of the Works

The works consists of engineering interventions at Primary and Secondary Schools.

Typical interventions introduced include the upgrading of pedestrian infrastructure (sidewalks), improving of road signage and road markings, applying traffic calming measures (speed humps), provision of parking facilities for both light vehicles and public transport (parking bays/embayments) and school specific improvements aimed at improved access and learner safety.

The schools include:

- Worcester Secondary School
- Esselen Park Secondary School

C3.1.3 Extent of the Works

Scope:

The general scope of works covering all schools includes the follows:

- Site Clearance and removal of damaged infrastructure.
- Construction of embayments for passenger vehicles, taxis and busses.
- Construction of pedestrian crossings.
- Construction or rehabilitation of speed humps.
- Road signage and markings as required for traffic calming measures.
- Road's reinstatement and formalising of access points.
- General earthworks shaping to alleviate any ponding.
- Concrete works as infill or to stabilise.

C3.1.4 Location of the Works

The location of schools to be upgraded fall within the town of Worcester. And are located in the Breede Valley local municipality which forms part of the greater Cape Winelands District Municipality.

The town of Worcester is located \pm 110 km northeast of Cape Town.

C3.1.5 Location of Contractor's Camp Site

The Contractor may locate his site offices, depot and camp at a site central to the project extents subject to approval in writing of the location thereof by the Engineer and the Employer.

The Contractor shall be responsible for obtaining the necessary permission/s from the relevant authorities and communities for the establishment of the offices, camp and depot and for all arrangements for the housing of the Contract workforce. No part of any National or Provincial road reserve may be used for either the Contractor's camp or for housing the Contractor's workforce.

CAPE WINELANDS DISTRICT MUNICIPALITY

CONTRACT NO. T2022/038

**CONSTRUCTION / UPGRADING OF SIDEWALKS AND EMBAYMENTS AT URBAN SCHOOLS
WITHIN CWDM**

C3.2 Engineering

C3.2.1 Drawings issued with this document

Drawings which form part of the tender documents are listed below:

DRAWING NO	DESCRIPTION
C799/C6070	Worcester Secondary School
C799/C6080	Esselenpark Secondary School
C799/C6500	Typical Detail – Embayments and Typical Cross Sections
C799/C6501	Typical Detail – Raised Pedestrian Crossing
C799/C6502	Typical Detail – Speed Hump
C799/C6503	Typical Detail – Pedestrian Ramp

CAPE WINELANDS DISTRICT MUNICIPALITY

CONTRACT NO. T2022/038

**CONSTRUCTION / UPGRADING OF SIDEWALKS AND EMBAYMENTS AT URBAN SCHOOLS
WITHIN CWDM**

C3.3 Construction

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C3.3 Construction

C3.3.1 Applicable Standardised Specifications

For the purpose of this Contract, the following SABS 1200 Standardised Specifications shall apply:

SABS 1200 A	:	General
SABS 1200 AB	:	Engineer's Office
SABS 1200 C	:	Site Clearance
SABS 1200 D	:	Earthworks
SABS 1200 DB	:	Earthworks (Pipe Trenches)
SABS 1200 DM	:	Earthworks (roads, subgrade)
SABS 1200 LB	:	Bedding (pipes)
SABS 1200 M	:	Roads (general)
SABS 1200 ME	:	Subbase
SABS 1200 MF	:	Base
SABS 1200 MJ	:	Segmented paving
SABS 1200 MK	:	Kerbing and Channelling
SABS 1200 MM	:	Ancillary roadworks

Variations to the Standardised Specifications are given at the end of C3.3.5

C3.3.2 Plant and Materials

Specific items relating to plant and materials are given in the variations to the standardized specifications specifically under Section PSA.

C3.3.3 Existing Services

General

Existing services indicated on the contract drawings show the approximate positions of all existing services. The accuracy of/ or completeness of this information is not guaranteed. The Contractor shall verify details, positions and levels of existing services and connection points well in advance of undertaking related works to prevent any possible delay if such services are not as indicated or assumed. No claims related to the late verification of existing services shall be entertained.

Any service which requires relocation in order to remain operational shall be done so timeously and will need to be planned accordingly.

The Contractor shall apply for the necessary wayleaves from all Authorities before commencement of work. No claims relating to invalid wayleaves will be entertained.

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

No excavation may take place near underground electrical services until a guarantee has been approved by the Local Authority and a permit has been issued by the authorising authority.

C3.3.4 Site Establishment and Facilities

C3.3.4.1 Site Facilities Available

Source of Water Supply

The contractor shall make his own arrangements to draw water for construction and drinking purposes from the existing water supply system at a metered standpipe provided by the Local Authority. Costs for water usage shall be borne by the Contractor.

Source of Power Supply

The Contractor shall make his own arrangements for electrical power and lighting.

Location of Camp and Depot

The Contractor shall make his own arrangements with regards to the position of a camp site for this contract.

Ablution Facilities

The contractor shall provide and maintain toilet and ablution facilities for his staff at suitable locations agreed with the engineer.

Disposal Sites

The contractor shall dispose of all material unsuitable for use in earthworks operations at a licensed landfill site or other suitable location of the contractor's choice.

Excavation and Stockpile on Site

All transportation of material anywhere on the site will be deemed to be freehaul.

C3.3.4.2 Site Facilities Required

Facilities required by the Engineer are listed in PSAB : Engineers Office.

C3.3.4.3 Features Requiring Special Attention

Safety Regulations

All references to the "Factories, Machinery and Building Work Act (Act 22 of 1941)" and the "Machinery and Occupational Safety Act (Act 6 of 1983)" must, wherever they appear in the SABS 1200 Standardised Specifications, be substituted by the "Occupational Health and Safety Act (Act 85 of 1993)".

This contract shall be subject to the provisions of the Occupational Health and Safety Act and Construction Regulations 2014 and the Contractor shall be required to comply with the applicable regulations, especially regarding safety on Site and the provision of first aid and facilities.

The Contractors attention is drawn to Particular Specification PHS Occupational Health and Safety, attached to this document in C3.4.

C3.3.5 Amendments to Standardised Specifications

The following variations and additions to the SABS 1200 Standardised Specifications referred to in C3.3.1 shall apply to this contract. The prefix PS indicates an amendment to the SABS 1200 code. The letters and numbers following these prefixes indicate the relevant Specification and Clause number in SABS 1200 to which the variation or addition applies.

PSA GENERAL (SABS 1200A)

PSA 3 MATERIALS (SUBCLAUSE 3.1)

PSA 3.1 Approval of Material

Amend subclause 3.1 to read as follows:

The Engineer will take samples from stockpiles of proposed construction materials on site. Approval will not be granted for samples delivered direct to the Engineer's office. The onus is on the Contractor to provide recent test results on all commercially obtained material to the Engineer at least 14 days prior to its intended use in the works.

The Contractor shall be responsible for the cost of all failures on test samples and control testing.

PSA 3.3 Storage of Materials

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

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

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

PSA 3.4 Handling of Materials

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

The Engineer shall have authority to reject any material which in his opinion have been handled / transported in a manner which may have led to damage.

PSA 5 CONSTRUCTION

PSA 5.51 SURVEY

PSA 5.1.1 Setting Out Of the Works (Subclause 5.1.1)

Survey beacons will be pointed out to the Contractor at the commencement of the contract. It is the Contractor's sole responsibility to ensure that these beacons as pointed out to him on site are not covered, disturbed or damaged.

All costs for the reinstatement of such beacons are to be borne by the Contractor.

The Contractor shall check the levels of all reference pegs, benchmarks and line pegs well before he intends constructing any portion of the Works influenced thereby. The Engineer shall be informed in writing of any discrepancy discovered in the positions or levels immediately on discovery but in any event at least 7 days before such construction is due to start.

If no written statement is received from the Contractor, it will be held that the Contractor has satisfied himself that the positions and levels of the reference pegs and bench marks are correct.

Any errors or suspected discrepancies with regard to levels, co-ordinates, dimensions or other related aspects of the existing or proposed works that come to light during the execution of the Works shall be brought to the attention of the Engineer without delay.

PSA 5.2 Watching, Barricading, Lighting (Subclause 5.2)

From the time any portion of the Works commences, until the end of the Contract Period, the Contractor shall be responsible for protecting the property of the Employer and all persons having business on the Site from anything dangerous or likely to cause damage or injury. The Contractor shall take all practical precautions to avoid nuisance or inconvenience to the owners or occupiers of properties near to the Site and to the public generally whilst carrying out the Works and shall at all times keep the Site clean and in a safe and satisfactory condition.

PSA 5.4 Dealing With Existing Services (Subclause 5.4)

The Contractor shall locate all existing services according to available records and mark them as known services. Where a known service is damaged because of the Contractor's negligence, the service shall be repaired in accordance with the requirements of the Authority concerned. All costs of repair will be for the Contractor's account and the Contractor shall indemnify the Employer against any claims that may be made.

Before the commencement of any excavation the Contractor shall inform the staff of the Employer works directly concerned with the control of the service, shall acquaint himself with the position of the service and shall have readily available the equipment necessary to shut-off and isolate any such service. The Contractor shall liaise with the staff on site for the necessary temporary closure of any services during construction.

The Contractor shall not commence work on any section until proper arrangements have been made for supervision of the work and have informed the Engineer accordingly.

The Contractor shall carefully excavate on the line of the trench up to 2,0m in both directions from the indicated position for the purpose of locating and establishing the exact position of the services under the supervision of the Engineer's Representative and the authority involved.

Alterations to existing services carried out by the Contractor shall be executed as expeditiously as possible in order to minimize the disruption of the service. After completing the relocation of existing services and acceptance thereof by the Engineer the pipes shall be joined up and parts that have become redundant shall be removed. This work shall be carried out in such a way that the least possible inconvenience is caused to the user of the service.

In cases where other authorities must alter or remove existing services, the Contractor shall make the necessary arrangements and assist the relevant authority.

Electric cables

The Contractor shall at all times accept that all underground and overhead cables are live and that the Cape Winelands District Municipality, Spoomet or Eskom in its capacity as either the Employer or the owner of the service shall not be held liable for injury or death of any person due to live electric cables exposed under the Contract.

The Contractor shall advise the Council's representative and the Engineer 7 days in advance of the actual date on which he proposes to excavate near any electric cable.

The Contractor shall not commence any construction in the vicinity of electric cables before contacting the Council regarding the procedures for construction in the vicinity of electric cables.

Where excavation takes place approximately parallel to and within 3 m of an 11 kV cable the method of excavation shall be as approved by the Council or service authority.

The Contractor shall not excavate with mechanical equipment closer than 3 m to the estimated position of any cable but shall expose the cable by hand excavation under proper supervision. When so instructed, the Contractor shall backfill cable trenches to the density ordered.

The Contractor shall be responsible for the temporary support and realignment of cables as necessary.

Subsequent to the training it is anticipated that the people will be employed on various aspects of the project.

PSA 5.9 ACCOMMODATION OF TRAFFIC

PSA 5.9.1 General

The Contractor shall take all precautions necessary to programme and conduct his construction operations in such a manner that inconvenience and annoyance to public traffic, property owners and road users is kept to a minimum. The Contractor shall also ensure that safety requirements are strictly enforced at all times.

The contractor shall be responsible for maintaining the existing road surface both within the works area and the advance warning and termination areas in a safe and trafficable condition for the duration of the contract.

The accommodation of traffic shall remain the Contractor's responsibility notwithstanding any arrangements with the local authority to the contrary.

It is a condition of this contract that traffic is accommodated taking into account the provisions of the latest edition of the South African Road Traffic Signs Manual (SARTSM). The latest version for use in the accommodation of traffic is volume 2, chapter 13 of the June 1999 edition. Copies of this publication are available from Government Printers – Monica Chiloane – Tel: (012) 334 4508 e-mail: monica.chiloane@gpw.gov.za

The programming of the works shall conform to the applicable requirements of PSA 5. The contractor shall comply with these requirements as well as the guidelines set out below when planning the accommodation of traffic during construction.

PSA 5.9.2 Overall Requirements

The contractor shall so plan his work such that the traffic, at all times, is free flowing during the construction period.

An accommodation of traffic method statement shall be formally submitted to the Engineer for approval, and once approved, will form the basis of all related construction activities. It will be closely linked to the Contractors programme and will be monitored accordingly.

The Contractor shall liaise with and co-operate with the relevant Traffic authorities wherever the works affect existing roads. The Contractor shall sign an indemnity clearing the Local or Roads Authority, as applicable, from all liabilities in respect of excavations and works on or adjacent to trafficked roads.

PSA 5.9.3 Barricades and Signs

The Contractor shall provide and erect all necessary barricades, barriers, signs, signals, lights, etc., with posts as necessary, which shall be maintained in good condition and he shall provide a sufficient number of watchmen and flagmen where required and shall take all necessary precautions for the protection of the work and for the safety of the travelling public. All traffic signs and the control of traffic shall be in accordance with the drawings issued and provisions of SARTSM.

When additional electrically operated flashing type amber warning lamps are required, these shall be measured and paid for separately.

Drums shall not be used to demarcate traffic lanes. Delineators and barricades as allowed for in SARTSM Vol 2 Chapter 13 shall be used.

PSA 7 TESTING

PSA 7.1 Testing Principles (Subclause 7.1)

a) Testing of roadwork rehabilitation and the like

Every completed section of rehabilitated road shall be subject to check testing by the Contractor. Once the Contractor has satisfied himself with the standard of his works, the Engineer will be requested to perform acceptance testing for the particular section. When giving notice, the Contractor shall provide the Engineer with the results of his own check testing indicating that the work is to specification, or advise the Engineer in writing that, although no tests have been performed, he is confident that the specification has been met.

Failure by the Contractor to notify the Engineer or to provide the required information or, where specified, to perform the required test, will be grounds to exempt the Employer from payment for the associated work and for all subsequent work which would be affected by the failure of the work to be tested.

The Engineer will be under no obligation to the Contractor to perform the tests. If the Engineer elects not to perform a particular test after notification by the Contractor, he will issue the Contractor with a written instruction to proceed with the relevant works without the acceptance test being performed. The Engineers Representative will agree at commencement of the contract minimum acceptance testing requirements for each component of work.

Nothing contained in this clause will relieve the Contractor of his responsibilities under the specification or in any way limit the tests which the Engineer may call for or perform in terms of the specification.

PSA 7.2 Approved Laboratories (Subclause 7.2)

Acceptance testing of materials used in the construction of the works shall be done by a laboratory appointed by the Engineer and approved by the Employer. The Engineer requires twenty four hours' notice from the Contractor in order to perform the relevant acceptance test. Failure by the Contractor to notify the Engineer or to provide the required information or, where specified, to perform the required test, will be grounds to exempt the Employer from payment for the associated work and for all subsequent work which would be affected by the failure of the work to be tested.

All acceptance testing by the Engineer shall be paid by the Contractor. The costs of such tests which meet the specification requirements will be reimbursed to the Contractor in the monthly payment certified.

A Provisional Sum has been provided in Section 1 of the Schedule of Quantities to allow for the cost of such acceptance testing. Acceptance testing will in no way relieve the Contractor from his own check testing

The Contractor shall make due allowance for testing procedures in his construction programme.

PSA 7.5 As-Built Information

As the works are progressing, the Contractor shall mark on a special set of drawings after checking the information, all as built details and submit them to the Engineer's Representative for approval on a regular basis. Payment shall be made under "Contractual Requirements."

The Certificate of Completion as well as the corresponding payment certificate shall only be issued upon the submission of all the as-built information.

PSA 8 MEASUREMENT AND PAYMENT

PSA 8.4 schedules time-related items

PSA 8.4.6 Standing Time Cost

- a) plantUnit: Sum per working days
- b) labourUnit: Sum per working days
- c) other resources (to be specified by Contractor)Unit: Sum per working days

The tendered sum for each item shall include full compensation for all standing time costs at the specified resource of whatever nature and approved by the Engineer, which are not recoverable by way of the provision made in PSA 8.2.5 for the adjusted payment of time related items.

For the purposes of calculating the total standing time cost, a working week shall be held to consist of five working days and a working day of 9 hours.

Payment for the partial standing of any of the scheduled resources for a day or part thereof or the standing of a complete resource for a part day, will be made pro rata in proportion to an appropriate factor assessed by the Engineer.

The amount by which the standing time cost is adjusted shall be subject to the contract price adjustment formula as defined in the conditions of contract.

The Contractor shall take note that this payment item shall only apply to delays, which **in the opinion of the Engineer**, are incurred as a result of riot, commotion, politically motivated sabotage and acts of terrorism or disorder outside the Contractor's control.

This item shall also apply to standing time incurred as a result of labour boycotts, except that only sub-items (a) and (c), as applicable, will be paid where the Contractor did not pay his labour for the time boycotted. Costs for delays incurred for all other circumstance shall be treated as provided for in the conditions of contract.

The provision of the clause shall in no way prejudice the right of either the Employer or the Contractor to determine the contract items of the provisions of clause 57 of the general conditions of contract. The Contractor shall take note that no payment will be considered for additional cost of time lost for any daily removal of plant and equipment from the site, any additional costs incurred in protecting his plant and site establishment, or loss incurred in respect of damage to construction plant, equipment and materials supplied and the works.

In the event that GCC 6.8.1 becomes applicable, the time on which such penalties are calculated shall be reduce by the total standing time approved by the Engineer.

PS A 8.5: Provisional sums stated by Engineer.....Unit: Prov. Sum

Payment will be made in accordance with actual invoiced costs and a percentage mark-up to cover the contractor's overheads, profit and attendance.

PSA 8.7 DAYWORK

Daywork will be paid according to the rates provided in the schedule. Specific items are scheduled in the Schedule of Quantities.

PSA 8.8 TEMPORARY WORKS

PSA 8.8.2.1 Accommodation of TrafficUnit : Sum

Payment for this item shall include for all work necessary to comply with this Project Specification not covered by the specific pay items below. Subject to the provisions of 8.2.3 and 8.2.4, payment of incremental amounts (calculated by the division of the tendered sum by the number of months required to complete the site activities for which the relevant sum was tendered) will be authorised in each of the subsequent progress certificates until the sum tendered has been paid. An approved extension of time will qualify the Contractor to receive payment at the monthly rate determined by the above method.

The above sum shall also include the following:

- a) The cost of liaison with the traffic authorities as well as the preparation of an accommodation of traffic plan.
- b) The maintenance of the existing roads and any deviations or temporary sections of road, throughout the period of the Contract.
- c) Any partial-width construction which may be necessary.
- d) Any other operation or thing whatsoever required to implement the accommodation of traffic to the satisfaction of the Engineer.

PSA8.8.2.2 Barriers, Barricades, Signs etc

- a) Supply and final removal from site ... Unit: No./m².
- b) Erect, maintain and interim removal Unit: No./m².

The rate for each barricade, sign and flashing lamp shall cover the cost of:

- i) The supply including the initial erection in, and final removal from the Works
- ii) Each subsequent move and re-use on site including erection, maintenance and removal to store where necessary.

No separate payment will be made for the provision of flagmen or flags etc which will be necessary during the course of the Works

The rate for flashing lamps shall cover the cost of electrical supply and the provision and replacement of lamps as necessary.

PSA8 9 OCCUPATIONAL HEALTH AND SAFETY (PROVISIONAL)

PSA8.9.1 Health And Safety RequirementsUnit : Sum

The rate shall cover all costs pertaining to the provision and maintenance for the duration of the contract of the health and safety measures required in terms of Clause 5 (Principle Contractor and Contractor) of the Construction Regulations (2014) of the Occupational Health and Safety Act. No other sum shall be paid in this respect and Tenderers must therefore ensure that adequate provision has been allowed for.

The rate shall cover all costs pertaining to the provision of the health and safety plan as required in the Construction Regulations (2014). The rate shall include for all risk assessments required as well as for the development and implementation of safe work procedures and method statements. No other sum shall be part in the respect and Tenderers must therefore ensure that adequate provision has been allowed for.

The rate shall also cover all cost pertaining to the provision and/or collection of data (drawn, design, materials, operation and maintenance manuals, ect) to be contained in the file operation with other parties, compilation and maintenance of the file during the duration of contract and the handling over of the file to the Client on completion of the contract. No other sum shall be paid in this respect and Tenderers must therefore ensure the adequate provision has been allowed for.

PSAB ENGINEER'S OFFICE

PSAB 3.1 Nameboard (Subclause 3.1)

NO formal project name board is allowed, but clear detail of company and contactable details to be displayed at his camp site

PSAB 3.2 Office (Subclause 3.2)

No office facilities are required for the Engineer and his staff.

PSAB 4.1 Telephone and Fax (Subclause 4.1)

The cost of telephone calls made by the Resident Engineer shall be covered by the contractor's rates to the extent that this will not exceed R1000 per month or the provisional sum stated in the schedule. Fax facilities must be provided by the Contractor for his own use and shall be available to the Resident Engineer.

PSAB 4.2 Computer (Subclause 4.2)

No computer facilities are required for the Engineer and his staff.

PSAB 5.5 Survey Equipment And Survey Assistant (Subclause 5.5)

The Contractor shall make available the following survey equipment from time to time for use by the Engineer or his representative, when required:

- (a) One automatic level and tripod with 360° circle and 5m aluminium level staff.
- (b) One tachometer capable of reading 20 seconds of arc and tripod.
- (c) One steel tape, nylon covered, of 50m length, in grip handlecase.
- (d) Five ranging rods of 2m length.
- (e) All steel and wood pegs, hammer, picks etc, that may be required
- (f) Measuring wheel

The equipment shall be of a quality and condition acceptable to the Engineer, and may be used in a shared arrangement between the Contractor and the Engineer's representative.

The Contractor shall keep the equipment continuously insured against any loss, damage or breakage and he shall indemnify the Engineer and the Employer against any claims in this regard. Upon completion of the whole of the Works, the ownership of the equipment shall revert to the Contractor. The Contractor shall maintain the equipment in good working order and keep it clean throughout the contract period.

One or two survey assistants shall be made available to the Engineer by the Contractor, when required.

PSAB 5.6 Transport For the Engineer's Representative

No transport is required for the Engineers Representative.

PSAB 5.7 Site Instructions

Throughout the construction period the Contractor shall supply a carbon quadruplicate book as a site instruction book.

This book shall be kept on Site and shall be accessible to both the Contractor and the Engineer at all times. It shall be used:

- a) by the Contractor for providing the Engineer with any information regarding the construction of the Works which may be requested, and giving notification in writing of inspections, drawings, etc, required by the Contractor, and
- b) by the Engineer for the purpose of writing day-to-day instructions and confirming any verbal information or instructions given to the Contractor.

One copy of each site note issued shall remain in the book

PSC SITE CLEARANCE

PSC3 MATERIALS

PSC3.1 Disposal Of Material

Replace subclause C3.1 with the following:

The Contractor shall make his own arrangements for the provision of a suitable place to dispose of waste material obtained from clearing and grubbing, operations.

No cleared material may be stockpiled within the operational areas the site and it will be the Contractor's duty to remove this material to a spoil dump as soon as possible after clearing.

PSC 5.1 Clearing

Add to subclause 5.1:

Only areas which are required specifically for the activities of the contract shall be cleared. Payment shall be in accordance with 8.2.1 except that all cleared non-reusable material shall be removed to a spoil dump off site chosen by the contractor.

PSC 5.9 REMOVAL OF EXISTING KERBS AND CHANNELS

PSC 5.9.1 Clearance

It will be necessary to remove existing kerbs and channels in order to facilitate improvements required to the roads and parking areas.

Kerbs and channels shall be removed carefully complete with bedding and backing and causing as little damage to the existing roadway as possible.

PSC 5.10 CUT AND REMOVE PREMIX AND BASECOURSE/SUBBASE

PSC 5.10.1 Scope

Where an existing roadway is to be removed, the subbase and basecourse shall be conserved as far as possible for later reuse in the works as subbase. Premix should be stripped off prior to the base and subbase layer being removed and taken off site to spoil.

The premix and base layers shall be cut neatly at the interface between disturbed and undisturbed roadways.

PSC 8 SCHEDULED ITEMS

PSC8.2.11 Cut and remove premix to spoil.....Unit: m³

The rate will include cutting neatly where required stripping existing premix and removing it to spoil.

PSC8.2.12 Excavate basecourse and subbase to temporary stockpile.....Unit: m³

The rate shall cover the cost of excavating existing basecourse and subbase from the existing roadway, transporting and stockpiling within the site camp area for later use in the roadway.

PSC8.2.13 Remove and stockpile existing kerbs and channels.....Unit : m

The rate shall include for all labour and equipment required to remove the kerbs, transporting and stockpiling within the site camp area for later use in the roadway.

PSC8.2.14 Demolish and remove existing structures.....Unit : No. or m³

The rate shall cover the cost of demolishing, excavation, transport of surplus material to a spoil site, backfilling and compacting the void including supply of fill material.

The Tenderer rate shall include for the the following:

- a) A site visit must be conducted to establish the exact scope of works required in demolishing the structure.
- b) All measurements of the existing structures if required must be performed on site.
- c) The maintenance of the existing roads and any deviations or temporary sections of road, throughout the conclusion of works
- d) Any other operation or thing whatsoever required to implement the accommodation of traffic to the satisfaction of the Engineer.
- e) The Contractor shall verify details, positions and levels of existing services and connection points well in advance of undertaking related works to prevent any possible delay if such services are not as indicated or assumed. No claims related to the late verification of existing services shall be entertained.

PSD EARTHWORKS

PSD 2.3 Definitions (Subclause 2.3)

PSD 2.3.1 Sand

Sand is defined as non-plastic material that conforms to the following grading analysis:

% passing	4.750 mm sieve 95% min
	0.425 mm sieve 50% min
	0.075 mm sieve 10% max

and having a maximum swell of 1.5% at 100% Mod AASHTO density.

PS D 3.3.1: General

Substitute the second paragraph of D 3.3.1 with the following:

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

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

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

PSD 5.1 CONSTRUCTION

PSD 5.1.2 PRECAUTIONS

PSD 5.1.2. Existing Services

PSD 5.1.2.2 Detection, location and exposure

Add the following to D 5.1.2.2

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

PSD 5.1.2.3 Protection of cables

Substitute "estimated position" in the second sentence of D5.1.2.3 with "actual or exposed position"

PSD 5.1.3 Precautions Against Windblown Sand And Dust

Add the following subclause to 5.1

The Contractor shall execute the work in such a manner as to minimise the problem of windblown sand originating from within the site. He will remain totally responsible for dealing with this potential problem on all clearing, earthwork and trenching operations.

The Engineer shall be entitled to instruct the Contractor to undertake precautionary measures such as watering, stabilising or operating in smaller areas without the Contractor having recourse to extra compensation. Any costs due to this shall be deemed included under rates tendered elsewhere.

PSD 5.1.4 Groundwater (Subclause 5.1.3)

Should groundwater be encountered in the trenches or excavations the contractor shall provide, operate and maintain sufficient pumping equipment, well points, pipes and other equipment necessary for the proper execution of the works, the cost of which shall be covered by the rates tendered.

PSD 8 MEASUREMENT AND PAYMENT (SUBCLAUSE 8)

PSD 8.2 Computation of Quantities

PSD 8.3 Scheduled Items

PS D 8.3.8.1 (c): Excavate by hand in soft material to expose servicesUnit: m³

Add the following to D 8.3.8.1(c):

Excavation by hand to expose existing services shall only be measured and paid for if so ordered in writing by the Engineer. After the excavation of trial holes to determine the exact position and depth of existing services, at intervals as required by the Engineer, the excavation to a level of 300 mm above such services shall be measured and paid for as normal excavation, independent of the depth of such excavation. Only excavation within 300 mm of the existing services will be measured and paid for as excavation by hand and then only if ordered in writing by the Engineer.

PSD 8.3.14 Precautions against windblown sand.....Unit : Sum

The tendered sum shall include full compensation for compliance with protective measures in minimising the problems of windblown sand originating from the site.

PSDB EARTHWORKS (PIPE TRENCHES)

PSDB 1.2 General

Variable trenching conditions are expected. It is possible that groundwater conditions in the deep trenches could be problematic to ensure additional precautions in dealing with water.

PSDB 3.5(b) Backfill Materials (Subclause 3.5b)

Add the following to DB 3.5(b):

All pipe trenches underlying road ways shall be backfilled with sand complying with the requirements as specified in PSD1.1.

PSDB 3.6.1 Subbase And Base (Subclause 3.6.1)

Substitute DB 3.6.1 with the following:

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

PSDB 5.1.2.1 Stormwater, Seepage And Dewatering : Throughout The Works (Subclause 5.1.2.1)

In addition to the Contractor's responsibilities for dealing with water, the Engineer may order the Contractor to place a crushed stone bedding layer (minimum thickness 150 mm) on the trench bottom.

Should the trench bottom conditions remain unstable due to the nature of the soil and the degree of saturation, the Engineer may order the Contractor to install a filter fabric on the trench bottom prior to the provision of the stone layer. The specified bedding material shall then be used to bed the pipe.

The Contractor will only be paid for providing and laying the stone bedding layer and filter fabric after receipt of a written order to do so from the Engineer.

PSDB 5.2 Minimum Base Widths (Subclause 5.2)

A side allowance of 300 mm shall be applicable to pipes of diameter less than 700mm.

PSDB 5.7 Compaction (Subclause 5.7)

PSDB 5.7.1 Areas Not Subject to Traffic Loads (Subclause 5.7.1)

This shall not apply.

PSDB 5.7.2 Areas Subject to Traffic Loads (Subclause 5.7.2)

The provisions of subclause 5.7.2 with regard to compaction of trenches shall be applicable to all trenches. Sand backfilling shall be provided and compacted to 100 percent Modified AASHTO maximum density where trenches cross road ways.

PS DB 5.9: REINSTATEMENT OF SURFACES

PS DB 5.9.4: Bitumen Roads: Subbase and Base

Add the following to DB 5.9.4:

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

PSDB 8 MEASUREMENT AND PAYMENT

PSDB 8.3 Scheduled Items

PS DB 8.3.2:Excavation

PSDB8.3.2 Hand Excavation and Backfill Unit : m³

Add the following as subclause DB 8.3.2:

The provisions of DB 8.3.2(b) shall apply for hand excavation.
Payment shall only be made if so ordered by the Engineer.

PS DB 8.3.2 (a): Excavate in materials for trenches, backfill, compact and dispose of surplus Material.....Unit: m

Add the following to D 8.3.2 (a):

The depth of excavation in street reserves and other areas shall be measured from the final finished level to the invert level of the pipe.

The rates for trench excavations for subsoil drains must also include any actions needed to deal with any water in the excavations, as well as loading and transportation of material to a spoil site, spoiling levelling and compacting the material to 90% (100% for sand) of Mod.AASHTO at a spoil site as described in Part C3.3.

The rates shall also provide for the fact that the excavation width in sand will be wider than normal.

In the case of subsoil drains, this rate must allow for the supply of suitable free draining sand from above the geotextile up to 200 mm below the surface level.

PSDB8.3.5 Existing Services That Intersect or Adjoin A Pipe Trench

PSDB8.3.5 a) Services that intersect a trenchUnit: No

Add the following to DB 8.3.5(a)

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

The rate shall also allow the following costs:

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

PSDB8.3.5 b) Services that adjoin a trenchUnit: No

Add the following to DB 8.3.5 (b)

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

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

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

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

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

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

PSDB 8.3.6.1: Reinstate road surfaces, complete with all courses..... Unit: m²

The layerworks to be allowed for under this item are as follows below. The costs of the imported material to be used in terms of PS DB 3.6.1 and PS DB 5.9.4, and for surfacing to be included in this rate are:

For Roads :	Wearing Course	30mm Medium Continuously Graded Asphalt
	Base Course	150mm Natural Gravel (G3) base, compacted to 98% Modified AASHTO
	Subbase	125mm Natural Gravel (G5) base, compacted to 95% Modified AASHTO
	Subgrade	300mm© Selected Subgrade (G7), compacted to 100% if sand or 95% Modified if non-sand
For sidewalks	Wearing Course	60mm Interlocking Concrete Paver
	Base Course	100mm Natural Gravel (G5) base, compacted to 95% Modified AASHTO
	Subgrade	150mm Selected Subgrade (G7), compacted to 100% if sand or 95% Modified if non-sand

Should the layerworks for reinstatement at certain locations be changed, on instruction by the Engineer to suit the existing, the rate will be adjusted accordingly.

PSDB8.3.8 Dealing with Water

The cost of dealing with water as specified in Subclause PSDB5.1.2.1 will be held to have been included in the tendered sums.

2) 19mm stone below pipes.....Unit : m³

Where the use of a layer of crushed stone in the trench bottom has been authorised by the Engineer, it will be measured by volume calculated according to length multiplied by the minimum base width and specified thickness.

The tendered rate shall cover the cost of preparation of the trench bottom to accommodate the layer of stone, the supply and placing of the layer of stone over at least the specified width and all related activities in order to produce a stable platform.

3) Geotextile filter fabricUnit : m²

Where the Engineer has authorised the use of geotextile filter fabric, this shall be measured by area as:

width x nett length

where the width shall be the full or half-width supplied by the manufacturer which conforms closest to (the specified minimum base width + 2 x height of bedding).

The tendered rate shall include the cost of supply, placing and losses as a result of overlaps and over excavated trench widths.

PSDB 8.3.9: Extra over for excavations adjacent to the local community.....Unit: m³

The rate will apply to all excavations which are within 10m of the local community.

The rate will cover all aspects of safety, narrow working space, restricted excavation. Collapsing of sides and treatment, potential double handling of material and other issues relating to working close to an existing community.

The quantity will be based on the volume calculated in terms of the side allowances of DB5.2 as if the excavation was taken out with vertical sides in terms of 8.2.1. The length will be that trench which is closer than 10m to an existing structure measured from it's centreline.

PSDM EARTHWORKS (ROADS, SUBGRADE)

PSDM 1 SCOPE

PSDM 1.1 General

Where pipelines cross existing gravel or surfaced roads, the work required to reinstate the roads shall comply with this specification.

PSDM 3.1 Classification For Excavation Purposes (Subclause 3.1)

Add the following to DM3.1:

All in situ pavement material shall be classified as soft material for excavation purposes unless in calcareous or ferruginous material described in PSD 3.1.2.

PSDM 3.2 Classification For Placing Purposes (Subclause 3.2)

The contractor shall endeavour to use the in-situ sand and silty sand material for areas within the road subgrade.

Any clayey material will need to be removed and if a shortfall of suitable material is found then material in accordance with DM 3.2.3 will need to be imported from commercial sources.

PSDM 7.3.2 Routine Inspection And Testing (Subclause 7.3.2)

Substitute DM 7.3.2 with the following:

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

The cost of all routine testing done by the Engineer, and of which the results do not comply with the specified minimum requirement for the material, shall be borne by the Contractor and may be subtracted from the monthly payment certificates in the event of non payment by the Contractor.

The Contractor's attention is drawn to PSA 7.1 and PSA 7.2.

PS DM: EARTHWORKS (ROADS, SUBGRADE)

PS DM 2: INTERPRETATIONS

PS DM 2.3: DEFINITIONS AND ABBREVIATIONS

PS DM 2.3.1: Roadbed

Paved areas shall also be taken as roads. Therefore all references to i.e.: roadbed will refer to work under paved areas.

PS DM 3: MATERIALS

PS DM 3.1: CLASSIFICATION FOR EXCAVATION PURPOSES

Add the following:

Where it is a requirement that labour intensive methods be used, PS D 3.1.2 will apply.

PS DM 3.2: CLASSIFICATION FOR PLACING PURPOSES

PS DM 3.2.3: Selected layer

Replace the contents of this subclause with the following:

"The following requirements shall apply in respect of the selected layer:

(a) Maximum particle size: 60 % of compacted layer thickness

(b) Unstabilised selected layer

(i) Upper selected layer

Minimum CBR at 93 % of modified AASHTO density: 15
Maximum PI: 10

(NOTE: These requirements for the upper selected layer also apply where only one selected layer is specified)

(ii) Lower selected layer

Minimum CBR at 90 % of modified AASHTO density: 7
Maximum PI: 10

(c) Stabilised selected layer
Minimum grading modulus of natural material 0.75
UCS of stabilised material 300 kPa – 500 kPa at 93 % of modified AASHTO density
Maximum PI for stabilised material: 10

PS DM 5: CONSTRUCTION

PS DM 5.2: METHODS AND PROCEDURES

PS DM 5.2.2: Cut and borrow

PS DM 5.2.2.2: Dimensions of cuts

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

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

Add the following paragraph:

"The cost for shaping cuttings to the required levels and tolerances will be deemed to be included in the relevant pay items. No separate payment will be made for any operation the contractor may require to meet the required level and tolerance."

PS DM 5.2.2.3 (b): Cut to spoil

Substitute DM 5.2.2.3 (b) with the following:

All surplus and/or unsuitable material shall be removed from the site and disposed of at the spoil site (as described in PS D 5.2.2.3) and shall be shaped to establish a free draining surface and compacted to 90% MOD AASHTO (100% for sand).

PS DM 5.2.2.4: Temporary stockpiling of materials

Add the following to DM 5.2.2.4:

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

PS DM 5.2.3.3: Treatment of road bed

- a) Preparation and compaction of road bed.

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

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

Any portion of the road-bed that lies within the selected layers and that, with the exception of its density, complies with the requirements of selected layer material, shall be scarified to the necessary depth, watered and compacted to 93% of mod AASHTO density (100% for sand) over the specified depth for selected layers.

PS DM 5.2.4.3: Finishing

- (e) Topsoiling

Replace the second sentence with the following:

"The thickness of the topsoil shall be as directed by the Engineer".

PS DM 5.2.5: Selected layer

Replace the contents of this subclause with the following:

"Except with regard to density, the requirements of Subclause 5.2.4 shall apply. The degree of compaction shall be:

Selected layer: 93 % of modified AASHTO density.

If material is cohesionless, the compaction shall be 100 % of modified AASHTO density. (ie in sand)

Add the following to DM 5.2.5:

Where the quality of the in-situ material that lies within the selected layers complies with the requirements of selected layer material, these areas will be treated as described in PS DM 5.2.3.3 (Treatment of road-bed).

To determine the suitability of in-situ material for selected layers, the Engineer may order the Contractor to dig test holes with maximum dimensions of 1.5 m x 1.5 m and 1.0 m deep at positions indicated by the Engineer and to have tests conducted, before construction commences. The

Contractor must allow for this in his programming of works. The Contractor shall backfill all test holes with selected material and compact it to 95% of Mod.AASHTO density (100% for sand), after the Engineer has taken samples and profiled the holes.

PS DM 5.2.6: Gravel surfacing

Replace the third sentences of this subclause with the following:

"The relevant requirements in subclause 5.2.4.2 shall apply, except that the material shall be compacted to 93 % of modified AASHTO density.

PS DM 6: TOLERANCES

PS DM 6.5: DIMENSIONS AND LEVEL CONTROL

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

PS DM 7: TESTING

PS DM 7.3: ROUTINE INSPECTION AND TESTING

Substitute DM 7.3.2 with the following:

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

The cost of all routine testing done by the Engineer, and of which the results do not comply with the specified minimum requirement for the material, shall be borne by the Contractor and will be subtracted from the monthly payment certificates.

PSDM 8.2.5: Verifying quantities

Replace the first sentence with the following:

"Before any earthworks are commenced but after completion of any site preparation, the engineer will upon a written request from the contractor provide cross-sections for the purpose of measurement of earthworks quantities."

PS DM 8.2.7: Excavation widths

For the measurement of quantities the excavation width will be measured from 200 mm behind the rear of the precast kerb. The total width therefore is the sum of the blacktop width, the plan measurement of the kerb/channel plus 400 mm. In the case of gravel roads the excavation width will be measured from the specified edge of the gravel layer. No additional payments will be made for wider excavations.

PS DM 8.3: SCHEDULED ITEMS

PSDM 8.3.17 Trim, prepare and compact verges..... Unit: m²

The area to be trimmed shall be the unsurfaced area from the back side of the kerbs to the boundary of the road reserve, or such wider area necessitated by the road prism.

The rate shall cover the cost of trimming and shaping the verges to the lines, levels and dimensions as shown on the drawings, of acquiring additional material to compensate for any material lost due to weather or other reasons, and of the compaction of any loose or disturbed material to 93% Mod. AASHTO density (100% for sand). It shall only be paid if specifically requested by the Engineer as part of preparatory work for landscaping.

PSLB BEDDING (PIPES)

PSLB 3.1 Selected Granular Material (Subclause 3.1)

Add to subclause 3.1:

Sand as specified in subclause PSD 1 of this Project Specification shall be considered as suitable for use in the pipe bedding cradle.

PSLB 3.3 Class Of Bedding (Subclause 3.3)

Add the following to LB 3.3:

Concrete and GRP pipes shall be classified as rigid pipes and shall be laid on a Class C bedding whilst uPVC and steel pipes shall be classified as flexible and bedded in accordance with drawing LB 3 (d) of SABS 1200 LB.

Where conditions are poor (such as under waterlogged trenches) the Engineer may instruct that the trench bottom is treated in accordance with PSDB 5.1.2.1

Pipe bedding and blanket material will need to be imported from commercial sources as sufficient local source material is unlikely.

Ballast Stone to be used for bedding below rectangular culverts shall comply to the following requirements:

- Los Angeles Abrasion value determined in accordance with ASTM C 131 – 89 grading B shall not exceed 22%
- The plasticity index on the fines developed from the abrasion test shall be less than 6
- Flakiness Index measured in accordance with SABS 1083 shall not exceed 30%
- Voids measured in accordance with SABS 1083 shall not be less than 40%
- The relative density shall not be less than 2.5
- Rock size to have a range between 30mm and 100mm

PSLB 5.1.4 Compacting (Subclause 5.1.4)

Substitute "90% of Mod AASHTO" in LB 5.1.4 with "93% of Mod AASHTO (100% for sand)".

PSLB 8 MEASUREMENT AND PAYMENT

PSLB 8.2 Scheduled Items (Subclause 8.2)

PSLB 8.2.1 Provision of Bedding from Trench Excavation.....Unit : m³

Notwithstanding the fact that some suitable bedding and cradle material may be available from the trenches, the provision of bedding will be measured as a separate item in terms of SABS 1200LB subclause 8.2.1.

PSLE STORMWATER DRAINAGE

PSLE 3.1 CULVERT UNITS AND PIPES

PSLE 3.1(a) Precast Concrete Pipes

Pipes shall be precast concrete with Spigot and Socketed joints to SABS 677 unless otherwise specified.

The Contractor shall not close up a trench until the Engineer or his representative has inspected the joints and confirmed the approval in writing. The contractor shall take this into account when pricing this pipe.

PSLE 3.4.2 PREFABRICATED CHAMBERS AND SHAFTS (SUBCLAUS 3.4.2)

Brick manholes may be used for depths up to 2,0 m as an alternative to precast concrete manholes.

The maximum length of the shaft shall be 600mm.

PSLE 3.4.3 Manhole Covers and Frames

Add to 3.4.3:

All covers and frames to be Heavy Duty ductile iron with hinged cover in compliance with SANS 50124 Class-D400 if formally agreed with the Local Authority. The covers and frames shall be heavy duty (SANS Type 2A) in trafficked areas, otherwise medium duty (SANS Type 4A).

Security lock option preventing unauthorised entry is to be used.

PS LE 3.5: GEOFABRIC BLANKET

Replace LE 3.5 with the following:

The geotextile blanket shall be made of a polymer material, which has been processed to achieve a homogeneous permeability. A geotextile blanket made from polyamide is not acceptable as this material is sensitive to varying temperatures and moisture absorption.

a) Classification

The geotextiles used for subsoil-drainage are classified into two grades (Grade 2 and 3) as well as four classes. The grade is mainly determined by the required tensile strength and resistance to puncture needed whereas the class determine the permeability and the equivalent opening sizes (EOS) required. Geotextiles used for protection work shall be a Grade 1 (greater tensile strength, CBR strength and better resistance to puncture) and classified as Class B.

b) Tensile strength

The minimum tensile strengths per meter width for the various grades as determined by test-method 8 of appendix A are:

Grade 1: 15000 N/m
Grade 2: 10000 N/m
Grade 3: 5000 N/m

c) Elongation at breakpoint

The average elongation at breakpoint shall be determined according to test-method 8 of Appendix A, expressed as a percentage of the original length and presented to the engineer for approval with respect to Grade 2 and 3. The minimum average elongation at breakpoint for Grade 1 in 50%.

d) Resistance to puncture

The resistance to puncture shall be determined according to test-method 9 of Appendix A and expressed as the average diameter hole formed by a 45° cone having a mass of 1 kg and dropped from a height of 500 mm above the outstretched geotextile being:

Grade 1: 14 mm maximum
Grade 2: 26 mm maximum
Grade 3: 32 mm maximum

e) Mass

The minimum mass for Grade 1, Class B geotextile, determined according to test-method 6 of Appendix A shall be 320 gr/m².

f) Porosity

The porosity for Grade 1, Class B geotextile determined according to test-method 5 of Appendix A shall be 80% ± 10%.

g) CBR strength or penetration joints

The minimum tensile strength for a Grade 1 geotextile, determined according to test-method 7 of Appendix A shall be 25 000 N/m at breakpoint.

h) Filtration

The minimum rate of filtration determined according to test-method 11 of Appendix A, shall be 30 l/s per square meter for a constant water pressure head of 100 mm.

i) Equivalent opening size (EOS)

The class division according to EOS is as follows:

<u>Class</u>	<u>EOS (O₉₅) mm</u>
A	0.02 - 0.06
B	0.06 - 0.20
C	0.20 - 0.60
D	0.60 - 0.80

j) Chemical reaction

The geotextile shall not show any perceptible signs of weakening after submersion in the following chemicals:

- i) an Alkaline-solution with a minimum pH of 12 at 50°C.
- ii) an Acid-solution with a pH of 3 at 50°C.

k) Ultra-violet light

The geotextile shall, after exposure to direct sunlight for 1500 hours, have at least 80% of the original strength.

l) Decay

The geotextile must be totally decay resistant and must not promote algae growth.

PS LE 3.6: SUBSURFACE DRAINS

PS LE 3.6.1: Pipes

Pipes for subsurface drains shall be uPVC pipes complying with the requirements of SABS 791 and shall be perforated or slotted. Fittings shall be heavy duty and shall also comply with SABS 791.

Perforations shall be spaced in two rows for 110 mm pipes and in three rows for 160 mm pipes. The arrangement of perforatives and slots shall be subject to the Engineer's approval.

Pipes without slots or perforations required for conveying ground water from the subsoil drainage proper to the point of discharge, shall be unperforated uPVC pipes as specified above.

"Core-drain" pipes will not be accepted.

PS LE 3.6.2: Geotextile blanket

Geotextile blanket around subsurface drains shall comply with the requirements of PS LE 3.5. (Grade 2)

PS LE 3.6.3: Crushed stone

Crushed stone in subsurface drains shall be 19 mm nominal size stone complying with the grading requirements of SABS 1083.

PS LE 3.6.4: Sand backfilling

Sand for backfilling subsurface drains shall be clean, hard, free-draining sand from approved borrow pits.

PSLE 5.5.4 Finished Level of Manhole Covers

The final finished level of the manhole covers shall be:

- a) flush with hard surfaced roadway or hard surface sidewalk, or
- b) 30mm above final grassed levels, or
- c) 50mm above ground level for midblock sewers, or
- d) 100mm above final ground level in the veld.

If a manhole is positioned at a low point or in a hollow where stormwater infiltration may occur, the manhole cover level must be raised to a level to avoid the danger of infiltration, or to a level as agreed with the Engineer.

PSLE 5.1.3 UNSUITABLE FOUNDATIONS CONDITIONS

Substitute "90% of Mod AASHTO maximum density" in LE 5.1.3 with "93% of Mod. AASHTO maximum density (100% for sand)"

PSLE6.3.1 LOCATION

Add to 6.3.1:

Referring to the tolerance above (1200 LE 6.3.1), the location should minimize the need to cut pipes.

PSLE 8.2 SCHEDULED ITEMS

PSLE 8.2.2.1 Bedding

The provision of material used for bedding of rectangular sections shall comply with the requirements of SABS LB.

PSLE 8.2.8 Manholes

Depth of manholes shall be defined as the distance from the top of the ductile iron cover to the lowest invert level of the manhole

PS LE 8.2.14: Supply and install subsurface drains according to drawingsUnit: m

The length shall be measured on the centre line of the completed subsurface drain.

The rate shall cover the cost of supplying, transporting, off-loading and installing all materials, including perforated pipes, crushed stone and geotextile blanket, as well as for cutting, wasting, overlapping and installing of the materials where applicable.

PS LE 8.2.15: Connecting subsurface drains to manholes, kerb inlets, etc.Unit: no

The number is the number of subsurface drainpipes built in at manholes or kerb inlets.

The rate shall cover the cost of all labour, plant and materials necessary to connect the subsurface drain to manholes and/or kerb inlets, and making the structure watertight, all as shown on the drawings.

PSG CONCRETE (STRUCTURAL)

PSG 3: MATERIAL

PSG 3.2: CEMENT

PSG 3.2.2: Alternative types of cement

Replace the contents of the subclause with the following:

"Only approved cement from a recognised supplier in the industry will be accepted. Should the contractor wish to use any other type of cement, he shall obtain the Engineer's prior written approval (see 8.1.3.2 and 8.1.3.3)".

PSG 3.2.3: Storage of cement

Cement shall not be kept in storage for more than 10 weeks without the Engineer's permission.

PSG 3.4.3: Storage of aggregates

Where aggregates of differing chloride content are stockpiled on the site, strict control shall be exercised over their use for differing classes of concrete.

PSG 3.4: AGGREGATES

PSG 3.4.1: Aggregate Specification

Add the following to PS G3.4.1:

The fineness modulus of the sand must be between 1.7 and 2.8 with a standard deviation of not more than 0.1.

PSG 3.4.4: Alkali-aggregate reaction

Malmesbury hornfels (shale) shall not be used in conjunction with high alkali cement in concrete in any part of the Works. For the purposes of this clause, a high alkali cement is one in which the equivalent alkali content ($\text{Na}_2\text{O} + 0.658 \text{K}_2\text{O}$) exceeds 0.60 % by mass of the cement.

In order to ensure that the above requirement is met, the Contractor may elect to use an aggregate other than Malmesbury hornfels, that complies with the requirements of SABS 1083. Alternatively, if the Contractor chooses to use Malmesbury hornfels, he shall comply with the following requirements regarding the cement:

- a) Before commencing any particular section of the structure, the Contractor shall ensure that he has enough cement that is not a high alkali cement to complete the section.
- b) Certificates stating the alkali content of each delivery of cement to the Site shall be supplied by the Contractor. These certificates shall be based on tests carried out at a laboratory approved by the Engineer. The cost of testing, including sampling, transporting of samples, and issuing of certificates, shall be borne by the Contractor.
- c) The Contractor shall be entitled to use an approved brand of cement as a means for ensuring that the permissible alkali content is not exceeded. The Contractor shall make allowance for the higher price of such approved brand, if he chooses to use this method.
- d) High alkali cement delivered to the Site shall be rejected, and the cost of its removal and replacement with cement with acceptable alkali content shall be borne by the Contractor.

PSME: SUBBASE

PS ME 3: MATERIALS

PS ME 3.2: PHYSICAL PROPERTIES

PS ME 3.2.1: Subbase Material (G5 quality according to TRH 14)

Substitute the requirements for unstabilized subbase in ME 3.2.1 with the following;

Materials for use in the unstabilized subbase shall comply with the following requirements:

i) Maximum size of aggregate after compaction	63 mm
ii) Maximum liquid limit	30
iii) Maximum plasticity index (PI)	10+ (3 x GM)
iv) Minimum PI	6
v) Maximum linear shrinkage	5%
vi) Minimum CBR at 95% of Mod.AASHTO density	45
vii) Maximum CBR swell at 100 % of Mod.AASHTO density	0.5%
viii) Maximum group index	0
ix) Minimum grading modulus (GM)	1.5
x) Maximum particle dimension of gravel	≤40 mm

PS ME 5.4: PLACING AND COMPACTION

PS ME 5.4.4.3: Penetration

Add the following new sub-clause:

The Contractor must provide for the penetration of the subbase material in the selected layer. The specified layer thickness will be a net homogenous layer. Only the homogenous layer will be measured for payment.

PS ME 5.7: Transport

PS ME 5.7.1: Freehaul

Substitute ME 5.7.1 with the following:

An unlimited freehaul distance shall apply to subbase material.

PS ME 7: TESTING

PS ME 7.2: PROCESS CONTROL AND ROUTINE INSPECTION AND TESTING

PS ME 7.2.1: Process control

Substitute the second sentence of ME 7.2.2 with the following:

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

PS ME 8: MEASUREMENT AND PAYMENT

PS ME 8.1: BASIC PRINCIPLES

Insert a semi-colon in the first line of paragraph (b) after the words "... will be paid for once only" and delete the rest of the paragraph.

Replace paragraph (d) with the following:

(d) that in the case of material from a commercial source or from borrow pits selected by the contractor, no additional payment will be made for the class of excavation, method of processing (except stabilizing), or overhaul unless otherwise specified in the project specification.

PS ME 8.2: COMPUTATION OF QUANTITIES

Substitute ME 8.2 with the following:

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

PS ME 8.3.11 Rework Subbase.....Unit: m³

The rate shall cover the cost of scarifying and re-working, watering, compacting, final grading and testing after completion of the house construction in the various phased construction any additional subbase required will be measured under SABS 1200 ME 8.3.3.

PSMJ SEGMENTED PAVING

PSMJ 3.1.2 CLASS, STRENGTH AND TYPE

Concrete paving bricks shall conform to the following:

- 1) Colour to architects requirements
- 2) 50mm thick in parking areas and pedestrian areas, 70mm in roadways
- 3) Pattern to architects detail.
- 4) Class 35 for 70mm paver, Class 35 for 50mm paver – strength based on day of dispatch to site and not on a forecast 28 day strength (ie full strength achieved by the time delivered to site).
- 5) Compliance with SANS 1058: Concrete paving blocks
- 6) Fully interlocking (Type S-A) for roads and parking, Type S-C for pedestrian areas

Clay bricks if required in roadway, parking areas or pedestrian sidewalks shall be:

- 1) Laid according to the existing colour pattern and type
- 2) 73mm thick in trafficked areas, to architects requirements in pedestrian areas.
- 3) Comply with the applicable requirements of SABS 1575 : Burnt Clay Paving Units.
- 4) PA classification (Table 1 SABS 1575) ie Modulus of Rupture greater than 4.0 MPA and Expansion due to moisture less than 0.25%. Note the testing requirements in PSMJ 7.4

PSMJ 3.3 BEDDING AND JOINTING SAND

Bedding sand shall be washed to remove soluble salts and shall conform to the grading in MJ 3.3(a). Bedding sand shall be totally non plastic.

Jointing sand shall be finer than the bedding sand and shall be in accordance with MJ 3.3(b). Jointing sand may have a very slight PI.

PSMJ 5.4 LAYING OF UNITS

Add the following to PSMJ 5.4:

Units will be laid generally in herringbone pattern at 45 degrees to the main direction of traffic where the architect has no pattern preference. The architect will indicate patterns in all areas, and patterns **must** be clarified before laying commences.

PSMJ 5.7 JOINT FILLING

It may be necessary to refill the paving joints approximately 3 months after the initial completion of the paving. The contractor should be aware of this and take precautions to prevent extensive areas of requiring this treatment. The paving will be monitored and should the washing out and erosion of the jointing sand be significant the engineer will instruct the contractor to refill the joints.

The Engineer may instruct the contractor to use a product such as "Eco binder" or similar to prevent joint erosion. This will need to be clarified.

PSMJ 5.8 EXPANSION JOINTS (CLAY BRICK PAVING ONLY)

Expansion joints will only be made specifically against fixed structure or elsewhere that the Engineer instructs.

The width of any expansion joints shall be 10mm (minimum) and must extend through the full depth of the paving brick. The open joint shall be filled with a "Jointex" or similar approved product and the top 10mm of the joint sealed with an approved sealing compound such as polysulphide or similar.

The final drawings will indicate the locations of expansion joints which shall coincide with bands in the paving or edge restraints. It will be the contractor's responsibility to ensure that the expansion joints do not detract from the aesthetics of the paving. The engineer or landscape architect shall have the right to condemn areas of paving where the correct location of expansion joints have not been followed.

PSMJ 7.4 TESTING OF BRICKS / BLOCKS

- 1) Concrete interlocking blocks are to be tested for the properties described in SANS 1058.
- 2) Clay bricks are to be tested by the contractor for properties described in SANS 1575.

In accordance with SANS 1575 the following tests are required.

- a) Dimensions and warpage measurement – 10 bricks
 - b) Modulus of Rupture – 5 bricks
 - c) Moisture expansion test – 4 bricks.
- 3) The results of all tests are to be submitted to the engineer prior to commencement of any paving.

These tests shall be included in the contractor's rates for paving.

PSMJ 8.2 SCHEDULED ITEMS

Add the following:

PSMJ 8.2.2 Construction of paving complete Unit : m²

Add the following:

This items shall also cover any additional costs caused by the necessity of having to order the bricks early. It shall also cover any temporary storage of these bricks complete with security arrangements.

PSMJ 8.2.6 Expansion joints (clay bricks)..... Unit : m

The rate shall cover the cost of supplying all material necessary and constructing the expansion joint complete in all respects. It shall also cover any consequential implications on the progress of the overall paving.

PSMK: KERBING AND CHANNELLING

PS MK 3: MATERIALS

PS MK 3.1: CONCRETE

Add the following:

"The Contractor shall timeously submit the concrete mix design for cast-in-situ kerbing to the Engineer for approval and no kerbing shall be placed before the mix design has been approved."

PS MK 3.2: PRECAST KERBING AND CHANNELLING

PS MK 3.2.3: Strength

Substitute MK 3.2.3 with the following:

Precast kerbs, edging and channels shall be of grade 25 MPa/19 mm concrete.

PS MK 3.9: BEDDING MATERIAL

Substitute MK 3.9 with the following:

The material on which concrete kerbs, channels and edging are bedded, shall be in accordance with the dimensions shown on the drawings and shall consist of a 15 mPa concrete mix with a 6.7 mm single size coarse aggregate.

PS MK 5: CONSTRUCTION

PS MK 5.1: EXCAVATION AND BEDDING

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

PS MK 5.2: PRECAST CONCRETE KERBING AND CHANNELLING

Substitute the first sentence of MK 5.2 with the following:

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

PS MK 5.10: PROTECTION

Substitute the word "bad" in the second sentence with the following:

"no chipped or patched kerbs will be accepted"

PS MK 5.11: TRANSITION SECTIONS AND INLET AND OUTLET STRUCTURES

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

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

PS MK 5.14: EXPANSION JOINTS

These joints shall be provided at 10 m intervals. These joints shall be 12 mm wide, filled with a compound such as flexcell or similar product and sealed with a polysulphide sealant. Costs of furnishing the materials and construction of the joint are deemed to be included in the laying rate."

PS MK 8: MEASUREMENT AND PAYMENT

PS MK 8.1: BASIC PRINCIPLES

Add the following to MK 8.1.1:

Payment shall include the provision of expansion joints as specified.

PS MK 8.2: SCHEDULED ITEMS

PS MK 8.2.1: Re-use concrete kerbing and channels from stockpile.....Unit: m

Add the following to MK 8.2.1(b):

The tendered rate includes the supply, from site within freehaul distance, and placing of kerbs or channels in accordance with 8.2.1

PSMM: ANCILLARY ROADWORKS

PS MM 3: MATERIALS

PS MM 3.2: ROAD SIGNS

PS MM 3.2.1: General

Add the following to MM 3.2.1:

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

No special breakaway devices are required.

PS MM 3.2.2: Structural steel

Substitute the second paragraph of MM 3.2.2 with the following:

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

PS MM 3.2.8: Paint and protective coatings

PS MM 3.2.8.1: Structural steel sign supports and sign face frames

Replace the contents of this subclause with the following:

"The sign supports and the backs of all road sign faces shall be painted grey. The colour code of the paint shall be code No 36 according to the CKS 279 classification.

Newly galvanised surfaces shall be thoroughly scrubbed down with an approved galvanised iron cleaner to remove all traces of the resinous protective coating. The surface shall be washed down and scrubbed to remove all traces of grease, oil, dirt, etc. Two coats of calcium plumbate primer shall be applied to a dry film thickness of not less than 0.028 mm. The undercoat shall follow within one week of the primer."

PS MM 5: CONSTRUCTION

PS MM 5.2: ROAD SIGNS

PS MM 5.2.1.6: Galvanizing

Substitute the second paragraph of MM 5.2.1.6 with the following:

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

PS MM 5.2.2: Painting

PS MM 5.2.2.4: Painting of structural steelwork

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

- a) Surface preparation

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

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

- b) Priming

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

c) Finishing coat

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

PS MM 5.3.2: Surface Preparation

Substitute "48 h" in MM 5.3.2 with "7 days (168 h)".

PS MM 8.4.5: Sandblasting of redundant line markings.....Unit: m²

The tendered rate shall include full compensation for the necessary equipment, labour and materials, for any specific protective measures, and cleaning of the area of all residual dust.

CAPE WINELANDS DISTRICT MUNICIPALITY

CONTRACT NO. T2021/075

**CONSTRUCTION / UPGRADING OF SIDEWALKS AND EMBAYMENTS AT URBAN SCHOOLS
WITHIN CWDM**

C3.3.6 Particular Specifications

The following particular Specifications are attached and shall apply to this contract.

PART A : Environmental Management Specification

PART B : Occupational Health & Safety Specification

PART A : Environmental Management Specification

PEM PARTICULAR SPECIFICATION: ENVIRONMENTAL MANAGEMENT

1 SCOPE

This Specification covers the requirements for controlling the impact of construction activities on the environment.

2 INTERPRETATIONS

2.1 Supporting Specifications

Where this Specification is required for a project the following specifications shall, inter alia, form part of the Contract Document.

- (a) Project Specification;
- (b) SABS 1200 A or SABS 1200 AA, as applicable;

2.2 Application

This Specification contains clauses that are generally applicable to the undertaking of civil engineering works in areas where it is necessary to impose pro-active controls on the extent to which the construction activities impact on the environment. Interpretations and variations of this Specification are set out in Portion 2 of the Project Specification (see 2.1).

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

2.3 Definitions.

For the purposes of this Specification the definitions and abbreviations given in the applicable specifications listed in 2.1 and the following definitions shall apply:

Environment means the surroundings within which humans exist and that are made up of:

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

Potentially hazardous substance is a substance that, in the reasonable opinion of the Engineer, can have a deleterious effect on the environment.

Method Statement: a written submission by the Contractor to the Engineer in response to the Specification or a request by the Engineer, setting out the plant, materials, labour and method the Contractor proposes using to carry out an activity, identified by the relevant specification or the Engineer when requesting the Method Statement, in such detail that the Engineer is enabled to assess whether the Contractor's proposal is in accordance with the Specifications and/or will produce results in accordance with the Specifications.

The Method Statement shall cover applicable details with regard to:

- construction procedures,
- materials and equipment to be used,
- getting the equipment to and from site,
- how the equipment/ material will be moved while on site,
- how and where material will be stored,

- the containment (or action to be taken if containment is not possible) of leaks or spills of any liquid or material that may occur,
- timing and location of activities,
- compliance/ non-compliance with the Specifications and
- any other information deemed necessary by the Engineer.

reasonable means, unless the context indicates otherwise, reasonable in the opinion of the Engineer after he has consulted with a person, not an employee of the Employer, suitably experienced in "environmental implementation plans" and "environmental management plans" (both as defined in Act No 107,1998).

Solid waste means all solid waste, including construction debris, chemical waste, excess cement/ concrete, wrapping materials, timber, tins and cans, drums, wire, nails, food and domestic waste (e.g. plastic packets and wrappers).

Contract means the General Conditions of Contract and Special Conditions, Specifications, Drawings, Tender, written records of matters agreed after the submission of the Contractor's tender, Letter of Acceptance and Agreement, together with other documents which the parties have agreed in writing shall form part of the Contract and such amendments or additions to the Contract as may be agreed in writing between the parties.

Contaminated water means water contaminated by the Contractor's activities, e.g. concrete water and runoff from plant/ personnel wash areas.

Top material means the top 150 mm of soil (topsoil) and root material of cleared vegetation.

3 MATERIALS

3.1 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 Specifications. The Contractor shall ensure that these delivery drivers are supervised during off loading, by someone with an adequate understanding of the requirements of the Specifications.

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 material shall be stored within the Contractor's camp, and, if so required by the Project Specification, out of the rain. All lay down areas outside of the construction camp shall be subject to the Engineer's approval, which shall not unreasonably be withheld.

3.2 Hazardous substances

Hazardous chemical substances (as defined in the Regulations for Hazardous Chemical Substances) used during construction shall be stored in secondary containers. The relevant Material Safety Data Sheets (MSDS) shall be available on Site. Procedures detailed in the MSDSs shall be followed in the event of an emergency situation.

Petroleum, chemicals, harmful and hazardous waste is to be stored in an enclosed and bunded area. This area shall be subject to the approval of the Engineer. The waste shall be disposed of at a hazardous waste disposal site as approved by the Engineer. Storage and disposal of waste is regulated through other legislation, which should be complied with *i.e.* the Occupational Health and Safety Act.

3.2.1 Shutter oil and curing compound

Shutter oil and curing compound pose a risk of causing water and soil contamination and accordingly are regarded as potential hazardous substances. The Contractor shall ensure that shutter oil and curing compound containers in use are stored within the fuel bund. The remaining

containers shall be inspected regularly to ensure that no leakage occurs. When shutter oil or curing compound is dispensed, the proper dispensing equipment shall be used, and the storage container shall not be tipped in order to dispense the oil/ compound. The dispensing mechanism of the shutter oil/ curing compound storage container shall be stored in a waterproof container when not in use.

Shutter oil and curing shall be used in moderation and shall be applied under controlled conditions using appropriate equipment. The Contractor shall take all reasonable precautions to prevent accidental and incidental spillage during the application of these compounds.

In the event of shutter oil or curing compound spill, the source of the spillage shall be isolated, and the spillage contained. The Contractor shall clean up the spill, either by removing the contaminated soil or by the application of absorbent material in the event of a larger spill. Treatment and remediation of the spill area shall be undertaken to the reasonable satisfaction of the Engineer.

3.2.2 Bitumen

The Engineer shall be advised of the area that the Contractor intends using for the storage of bitumen drums/ products. The storage area shall have a smooth impermeable (concrete or 250 µm plastic covered in sand) floor. The floor shall be bunded and sloped towards a sump to contain any spillages of substances. The bund shall be inspected and emptied daily, and serviced when necessary. The bund shall be closely monitored during rain events to ensure that it does not overflow.

4. PLANT

4.1 Ablution facilities

A sufficient number of chemical toilets shall be provided by the contractor in the construction camp area and at appropriate locations approved by the Engineer. The ratio of ablution facilities to site staff should not exceed 1:20 and facilities shall be located within 100m from any point of work but no closer than 50 m to any water body or river. All temporary/ portable toilets shall be secured to the ground to prevent them from toppling due to wind or any other cause.

The Contractor shall ensure that no spillage occurs when the toilets are cleaned or emptied and that the contents are properly stored and removed from Site. Discharge of waste from toilets into the environment and burial of waste is strictly prohibited.

Washing, whether of the person or of personal effects and acts of excretion and urination are strictly prohibited other than at the facilities provided.

4.2 Eating areas

The Contractor shall designate eating areas at each area of the site where work is taking place. All permanent eating areas are to be covered in accordance with the requirements of the Occupational Health and Safety Act. The Contractor shall ensure that his employees do not consume meals anywhere other than within these eating areas.

4.3 Solid waste management

The Contractor shall provide sufficient bins with lids on Site to store the solid waste produced on a daily basis. Solid, non-hazardous waste shall be disposed of in the bins provided and no on-site burying, dumping or burning of any waste materials, vegetation, litter or refuse shall occur. Bins shall not be allowed to become overfull and shall be emptied a minimum of once daily. The waste may be temporarily stored on Site in a central waste area that is weatherproof and scavenger-proof, and which the Engineer has approved.

All solid waste shall be disposed of off site at an approved landfill site. The Contractor shall supply the Engineer with a certificate of disposal.

4.4 Contaminated water

The Contractor shall set up a contaminated water management system, which shall include collection facilities to be used to prevent pollution, as well as suitable methods of disposal of contaminated water. The Contractor shall prevent the discharge of water contaminated with any pollutants, such as soaps, detergent, cements, concrete, lime, chemicals, glues, solvents, paints and fuels, into the environment.

The Contractor shall notify the Engineer immediately of any pollution incidents on Site. The Engineer's approval will be required prior to the discharge of contaminated water to the Municipal sewer system.

4.5 Site structures

All site establishment components (as well as equipment) shall be positioned to limit visual intrusion on neighbours and the size of area disturbed. The type and colour of roofing and cladding materials to the Contractor's temporary structures shall be selected to reduce reflection.

4.6 Noise control

The Contractor's attention is drawn to the applicable regulations framed under the Machinery and Occupational Safety Act, 1983 (Act No. 6 of 1983). The provisions of SABS 1200A Subclause 4.1 regarding "built-up areas" shall apply to all areas within audible distance of residents whether in urban, peri-urban or rural areas.

Appropriate directional and intensity settings are to be maintained on all hooters and sirens, and the Contractor shall provide and use suitable and effective silencing devices for pneumatic tools and other plant such that the noise level in inhabited areas and dwellings adjacent to the work areas will not increase by more than 7 dB(A)_{Leq 60} above residual background sound levels. Similarly in habituated areas adjacent to access roads maximum noise levels shall not exceed 60 dB(A)_{Leq 60} and maximum sound pressure level of 70 dB(A).

Where excess noise generation is unavoidable, the Contractor shall, by means of barriers, effectively isolate the source of any such noise in order to comply with the said regulations. The Contractor shall restrict any of his operations that may result in undue noise disturbance to those communities and dwellings abutting the Site to the hours of 08:00 to 17:00 on weekdays and Saturdays. No work will be permitted on Sundays unless otherwise agreed to with the Engineer.

No amplified music shall be allowed on Site. The use of radios, tape recorders, compact disc players, television sets etc shall not be permitted unless the volume is kept sufficiently low as to avoid any intrusion on members of the public within range. The Contractor shall not use sound amplification equipment on Site unless in emergency situations.

4.7 Lights

The Contractor shall ensure that any lighting installed on the site for his activities does not interfere with road traffic or cause a reasonably avoidable disturbance to the surrounding community or other users of the area.

4.8 Fuel (petrol and diesel) and oil

Unless otherwise specified in the Project Specification, fuel may be stored on site in an area approved by the Engineer. The Contractor shall ensure that all liquid fuels (petrol and diesel) are stored in tanks with lids, which are kept firmly shut or in bowsers. The tanks/ bowsers shall be situated on a smooth impermeable surface (concrete or 250 µm plastic) with an earth bund (plastic must have a 5 cm layer of sand on top to prevent damage and perishing). The impermeable lining shall extend to the crest of the bund and the volume inside the bund shall be 130% of the total capacity of all the storage tanks/ bowsers. The bunded area shall be covered to protect it from rain. Provision shall be made for refuelling at the fuel storage area, by protecting the soil with 250 µm plastic covered with a minimum of a 5 cm layer of sand.

If fuel is dispensed from 200 litre drums, only empty externally clean drums may be stored on the bare ground. All empty externally dirty drums shall be stored on an area where the ground has been protected. The proper dispensing equipment shall be used, and the drum shall not be tipped in order to dispense fuel. The dispensing mechanism of the fuel storage drum shall be stored in a waterproof container when not in use.

The Contractor shall prevent unauthorised access into the fuel storage area. No smoking shall be allowed within the vicinity of the fuel storage area. The Contractor shall ensure that there is adequate fire-fighting equipment at the fuel stores.

Where reasonably practical, plant shall be refuelled at the fuel storage area or at the workshop as applicable. If it is not reasonably practical then the surface under the refuelling area shall be protected against pollution to the reasonable satisfaction of the Engineer prior to any refuelling activities. The Contractor shall ensure that there is always a supply of absorbent material readily available to absorb/ breakdown and where possible be designed to encapsulate minor hydrocarbon spillage. The quantity of such materials shall be able to handle a minimum of 200 l of hydrocarbon liquid spill. This material must be approved by the Engineer prior to any refuelling or maintenance activities.

4.9 Workshop, equipment maintenance and storage

All vehicles and equipment shall be kept in good working order. Leaking equipment shall be repaired immediately or removed from the Site. Where practical, all maintenance of equipment and vehicles on Site shall be performed off Site or in the workshop. If it is necessary to do maintenance outside of the workshop area, the Contractor shall obtain the approval of the Engineer prior to commencing activities. The Contractor shall ensure that in his workshop and other plant maintenance facilities, including those areas where, after obtaining the Engineer's approval, the Contractor carries out emergency plant maintenance, there is no contamination of the soil or vegetation. The workshop shall have a smooth impermeable (concrete or 250 µm plastic covered with sand) floor. The floor shall be bunded and sloped towards an oil trap or sump to contain any spillages of substances (e.g. oil).

When servicing equipment on site, drip trays shall be used to collect the waste oil and other lubricants. Drip trays shall also be provided in construction areas for stationary plant (such as compressors) and for "parked" plant (such as scrapers, loaders, vehicles). Drip trays shall be inspected and emptied daily. Drip trays shall be closely monitored during rain events to ensure that they do not overflow. Where practical, the Contractor shall ensure that equipment is covered so that rainwater is excluded from the drip trays.

The washing of equipment shall be restricted to urgent or preventative maintenance requirements only. All washing shall be undertaken off Site or in the workshop. The use of detergents for washing shall be restricted to low phosphate and nitrate containing, low sudsing-type detergents.

4.10 Dust

The Contractor shall take all reasonable measures to minimise the generation of dust as a result of construction activities to the satisfaction of the Engineer. The Contractor's dust management planning should, as a minimum, take cognisance of the following:

- Schedule of spraying water on unpaved roads paying due attention to control of runoff.
- Speed limits for vehicles on unpaved roads and minimisation of haul distances.
- Measures to ensure that material loads are properly covered during transportation.
- Schedule for wheel cleaning and measures to clean up public roads that may be soiled by construction vehicles.
- Minimisation of the areas disturbed at any one time and protection of exposed soil against wind erosion, e.g. by dampening with water or covering with straw
- Location and treatment of material stockpiles taking into consideration prevailing wind directions and location of sensitive receptors.
- Controlled blasting techniques to minimise dust and fly rock during blasting.
- Adherence to the dust loads and protective gear stipulated in the Occupational Health and Safety Act.
- Reporting mechanism and action plan in case of excessive wind and dust conditions.

During Summer, a water tanker should be permanently available for the control of dust generation, and the Contractor shall ensure that the sprays do not generate excess run off. During Winter, provision shall be made for a tanker, as required by the Engineer.

During high wind conditions, the Contractor shall comply with the Engineer's instructions regarding dust-damping measures. The Engineer may request the temporary cessation of all construction activities where wind speeds are unacceptably high, and until such time as wind speeds return to acceptable levels.

As required by the Project Specification, the Contractors shall develop and implement a programme for the monitoring of dust fallout in areas where dust generation may be expected.

4.11 Accommodation of site staff

With the exception of the night watchmen, none of the Contractors staff shall be accommodated on Site overnight.

5. CONSTRUCTION

5.1 Method Statements

Any Method Statement required by the Engineer, Specification EM or the Project Specification shall be produced within such reasonable time as the Engineer shall specify or as required by Specification EM or the Project Specification. The Contractor shall not commence the activity until the Method Statement has been approved and shall, except in the case of emergency activities, allow a period of two weeks for approval of the Method Statement by the Engineer. Such approval shall not unreasonably be withheld.

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

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.

Method Statements that shall be provided by the Contractor within 14 days of receipt of the letter of acceptance and prior to the activity covered by the Method Statement being undertaken, include:

1. Location and structure of the fuel storage site, including the type and volume of storage container and the design and capacity of the bund.
2. Solid waste (refuse) control and removal of waste from the Site, including the number, type and location of rubbish bins, the manner and frequency with which the waste will be removed from site and the disposal site.
3. Contaminated water management system, including an indication of the source and volume of contaminated water and how this would be disposed of.
4. Dust control, including methods to prevent dust generation and methods to reduce dust where its generation is unavoidable.
5. Location and layout of the construction camp in the form of a plan showing offices, stores for fuels and explosives, vehicle parking, access point, equipment cleaning areas and staff toilet placement.
6. Location of proposed site access routes and proposed traffic safety measures.
7. Emergency procedures for fire, and accidental leaks and spillages of hazardous materials.
8. Location, layout and preparation of cement/ concrete batching facilities including the methods employed for the mixing of concrete and the management of runoff water from such areas. An indication shall be given of how concrete spoil will be minimised and cleared.

9. Method of undertaking earthworks, including spoil management, erosion, dust and noise controls.
10. Motivation and method for undertaking any construction related activities within a "no-go" area, including requisite emergency procedures. Unless need clearly motivated and proposed methodology exhibits clear focus on environmentally sensitive construction practice, no activity will be permitted within the defined "no-go" areas.

5.2 Environmental awareness training

Within seven days of the Commencement Date, the Contractor's site staff including foremen and site management staff shall attend an environmental awareness training course, of approximately one-hour duration. The Contractor shall liaise with the Engineer prior to the Commencement Date to fix a date and venue for the course. The Contractor shall provide a suitable venue with facilities as required by the Project Specification, and ensure that the specified employees attend the course.

No more than 20 people shall attend each course and the Contractor shall allow for sufficient sessions to train all personnel. Subsequent sessions shall be run for any new personnel coming onto site.

The environmental awareness training course shall be held in the morning during normal working hours. The information presented at the course shall be communicated to the Contractors employees on the site, to any new employees coming onto site after the initial training course and to his suppliers. Provision should also be made for quarterly refreshers courses to be undertaken during the course of the Contract. The Contractor shall ensure that all attendees sign an attendance register, and shall provide the Engineer with a copy of the attendance register the day after each course.

5.3 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 Specifications. Such posters shall be supplied by the Engineer and shall be erected at a location specified by the Engineer.

5.4 Site clearance

The Contractor shall ensure that the clearance of vegetation is restricted to that required to facilitate the execution of the works. Site clearance shall occur in a planned manner, and cleared areas shall be stabilised as soon as possible. The detail of vegetation clearing shall be subject to the Engineer's approval. All cleared vegetation shall either be mulched and mixed into the topsoil stockpiles or disposed of at an approved disposal site. The disposal of vegetation by burying or burning is prohibited without the requisite permit from the local authority.

The Contractor shall strip the topmaterial, which includes the top 150 mm of soil and root material of cleared vegetation, within the Working Areas, and this shall be stockpiled separately from subsoil for subsequent use during rehabilitation and revegetation. Topmaterial stockpiles shall not be compacted.

Should fauna be encountered during site clearance, earthworks shall cease until fauna have been safely relocated.

5.5 Site division

The Engineer shall be advised of the area that the Contractor intends using for the Construction Camp. The Construction camp shall occupy as small an area as possible, and no site establishment shall be allowed within 50 m of any watercourse unless otherwise approved by the Engineer.

The Contractor shall inform the Engineer of the intended actions and programme for site establishment. The site layout shall be planned to facilitate ready access for deliveries, facilitate future works and to curtail any disturbance or security implications for neighbours.

5.6 Site demarcation

As required by the Project Specification, the Contractor shall erect and maintain permanent and/ or temporary fences of the type and in the locations directed by the Engineer. Such fences shall, if so specified, be erected before undertaking designated activities.

5.7 "No go" areas

If so required by the Project Specification, certain areas shall be considered "no go" areas. The Contractor shall ensure that, insofar as he has the authority, no unauthorised entry, stockpiling, dumping or storage of equipment or materials shall be allowed within the demarcated "no go" areas.

"No go" areas shall be demarcated with fencing consisting of wooden or metal posts at 3 m centres with 1 plain wire strand tensioned horizontally at 900 mm from ground level. Commercially available danger tape shall be wrapped around the wire strand. The Contractor shall maintain the fence for the duration of the Contract and ensure that the danger tape does not become dislodged.

5.8 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 Engineer. Any features affected by the Contractor in contravention of this clause shall be restored/ rehabilitated to the satisfaction of the Engineer.

The Contractor shall take reasonable precautions to prevent any person from removing or damaging any fossils, coins, articles of value or antiquity and structures and other remains of archaeological interest discovered on the Site, immediately upon discovery thereof and before removal. The Contractor shall inform the Engineer immediately of such a discovery and carry out the Engineers instructions for dealing therewith. All works within the vicinity of the discovery must cease immediately and the area shall be cordoned off until such time as the Engineer authorises resumption of the works in writing.

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.

5.9 Protection of flora and fauna

Except to the extent necessary for the carrying out of the Works, flora shall not be removed, damaged or disturbed nor shall any vegetation be planted without authorisation.

Trapping, poisoning and/ or shooting of animals is strictly forbidden. No domestic pets or livestock are permitted on Site.

Where the use of herbicides, pesticides and other poisonous substances has been specified, they shall be stored, handled and applied with due regard to their potential harmful effects.

5.10 Protection of archaeological and palaeontological remains

The Contractor shall take reasonable precautions to prevent any person from removing or damaging any fossils, coins, articles of value or antiquity and structures and other remains of archaeological interest discovered on the Site, immediately upon discovery thereof and before removal. The Contractor shall inform the Engineer immediately of such a discovery and carry out the Engineers instructions for dealing therewith. All works within the vicinity of the discovery must cease immediately and the area shall be cordoned off until such time as the Engineer authorises resumption of the works in writing.

The Engineer will contact the relevant heritage authority.

5.11 Access routes/ haul roads

Access to the Construction camp and working areas shall utilise existing roads or tracks. Entry/ exit points onto public roads shall take cognisance of traffic safety. Traffic safety measures shall include appropriate signage and signalmen where relevant.

On the Site, and, if so required by the Project Specification, within such distance of the Site as may be stated, the Contractor shall control the movement of all vehicles and plant 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 such vehicles and plant shall be so routed and operated as to minimise disruption to regular users of the routes not on the Site. On gravel or earth roads on Site and within 500m of the Site, the vehicles of the Contractor and his suppliers shall not exceed a speed of 20 km/hr

Mud and sand deposited onto public roads by construction activities shall be cleared on a daily basis.

5.12 Cement and concrete batching

Where applicable, the location of the batching plant (including the location of cement stores, sand and aggregate stockpiles) will be approved by the Engineer. The concrete/cement batching plant shall be kept neat and clean at all times.

No batching activities shall occur directly on unprotected ground. The batching plant shall be located on a smooth impermeable surface (concrete or 250 µm plastic covered with 5 cm of sand). The area shall be bunded and sloped towards a sump to contain spillages of substances. All wastewater resulting from batching of concrete shall be disposed of via the contaminated water management system and shall not be discharged into the environment. Contaminated water storage areas shall not be allowed to overflow and appropriate protection from rain and flooding shall be implemented

Empty cement bags shall be stored in weatherproof containers to prevent wind blown cement dust and water contamination. Empty cement bags shall be disposed of on a regular basis via the solid waste management system, and shall not be used for any other purpose. Unused cement bags shall be stored so as not to be affected by rain or runoff events. In this regard, closed steel containers should be used for the storage of cement powder and any additives. The Contractor shall ensure that sand, aggregate, cement or additives used during the mixing process are contained and covered to prevent contamination of the surrounding environment.

The Contractor shall take all reasonable measures to prevent the spillage of cement/ concrete during batching and construction operations. During pouring, the soil surface shall be protected using plastic and all visible remains of concrete shall be physically removed on completion of the cement/ concrete pour and appropriately disposed of. All spoiled and excess aggregate/ cement/ concrete shall be removed and disposed of via the solid waste management system.

Where "readymix" concrete is used, the Contractor shall ensure that the delivery vehicles do not wash their chutes directly onto the ground. Any spillage resulting from the "readymix" delivery shall be immediately cleared and disposed of via the solid waste management system.

5.13 Earthworks

All earthworks shall be undertaken in such a manner so as to minimise the extent of any impacts caused by such activities, particularly with regards to erosion and dust generation. No equipment associated with earthworks shall be allowed outside of the Site and defined access routes unless expressly permitted by the Engineer.

5.14 Pumping

Pumps shall be placed over a drip tray in order to contain fuel spills and leaks. The Contractor shall take all reasonable precautions to prevent spillage during the refuelling of these pumps.

The Contractor shall ensure that none of the water pumped during any dewatering activities, including well points, is released into the environment without the Engineer's approval. The Engineer's approval will be required prior to the discharge of this water into the Municipal sewer system.

5.15 Bitumen

Over spray of bitumen products outside of the road surface and onto roadside vegetation or the surrounding environment shall be prevented using a method approved by the Engineer.

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

Stone chip / gravel excess shall not be left on road / paved area verges. This shall be swept / raked into piles and removed to an area approved by the Engineer.

Water quality from runoff from new/ fresh bitumen surfaces will be monitored visually by the Engineer and remedial actions taken where necessary.

5.16 Fire control

No fires may be lit on site. Any fires that occur shall be reported to the Engineer immediately. Smoking shall not be permitted in those areas where it is a fire hazard. Such areas shall include the workshop and fuel storage areas and any areas where the vegetation or other material is such as to make liable the rapid spread of an initial flame. In terms of the Atmospheric Pollution Prevention Act (No. 45 of 1965), burning is not permitted as a disposal method.

The Contractor shall appoint a Fire Officer 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 forward the name of the Fire Officer to the Engineer for his approval.

The Contractor shall ensure that there is basic fire-fighting equipment available on Site at all times. This shall include at least rubber beaters when working in urban open spaces and fynbos areas, and at least one fire extinguisher of the appropriate type when welding or other "hot" activities are undertaken.

5.17 Emergency procedures

The Contractor's procedures for the following emergencies shall include:

i) Fire

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 ensure that his employees are aware of the procedure to be followed in the event of a fire.

ii) Accidental leaks and spillages

The Contractor shall ensure that his employees are aware of the emergency procedure(s) to be followed for dealing with spills and leaks, which shall include notifying the Engineer and the relevant authorities. The Contractor shall ensure that the necessary materials and equipment for dealing with spills and leaks is available on Site at all times. Treatment and remediation of the spill areas shall be undertaken to the reasonable satisfaction of the Engineer.

In the event of a hydrocarbon spill, the source of the spillage shall be isolated, and the spillage contained. The area shall be cordoned off and secured. The Contractor shall ensure that there is always a supply of absorbent material readily available to absorb/ breakdown and where possible be designed to encapsulate minor hydrocarbon spillage. The quantity of such materials shall be able to handle a minimum of 200 l of hydrocarbon liquid spill.

5.18 Safety

Telephone numbers of emergency services, including the local fire fighting service, shall be posted conspicuously in the Contractor's office near the telephone.

No unauthorised firearms are permitted on Site.

5.19 Community relations

The Contractor shall erect and maintain information boards in the position, quantity, design and dimensions specified. Such boards shall include contact details for complaints by members of the public in accordance with details provided by the Engineer.

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.

5.20 Erosion and sedimentation control

The Contractor shall take all reasonable measures to limit erosion and sedimentation due to the construction activities. Where erosion and/or sedimentation, whether on or off the Site, occurs despite the Contractor complying with the foregoing, rectification shall be carried out in accordance with details specified by the Engineer. Where erosion and/or sedimentation occur due to the fault of the Contractor, rectification shall be carried out to the reasonable requirements of the Engineer.

Any runnels or erosion channels developed during the construction period or during the maintenance period shall be backfilled and compacted. Stabilisation of cleared areas to prevent and control erosion shall be actively managed. Consideration and provision shall be made for various methods, namely, brushcut packing, mulch or chip cover, straw stabilising (at a rate of one bale/ 20 m² and rotovated into the top 100 mm of the completed earthworks), watering, soil binders and anti erosion compounds, mechanical cover or packing structures (e.g. Hessian cover).

Traffic and movement over stabilised areas shall be restricted and controlled, and damage to stabilised area shall be repaired and maintained to the satisfaction of the Engineer.

5.21 Aesthetics

The Contractor shall take reasonable measures to ensure that construction activities do not have an unreasonable impact on the aesthetics of the area.

5.22 Recreation

If so required by the Project Specification, the Contractor shall take measures to reduce disruption to recreational users of the area abutting the Site.

5.23 Trenching

Trenching for services shall be undertaken in accordance with the engineering specifications with the following environmental amplifications, where applicable:

- a) Soil shall be excavated and used for refilling trenches i.e. soil from the first trench shall be excavated and stockpiled, thereafter soil from the second excavated trench length shall be used to backfill the trench behind it once the services have been laid. The last trench shall be filled using the soil stockpiled from the first trench.
- b) Trench lengths shall be kept as short as practically possible before backfilling and compacting.
- c) Trenches shall be re-filled to the same level as (or slightly higher to allow for settlement) the surrounding land surface to minimise erosion.

5.24 Demolition

Hazardous building materials, including asbestos shall be identified prior to demolition of any buildings and dealt with in accordance with the safety and health legislation. A Method Statement, outlining the proposed approach to the disposal of these materials, must be supplied for approval by the Engineer.

Hazardous and non-hazardous materials shall be separated at site and disposed of in a manner approved by the Engineer.

All buildings older than 60 years require a permit from South African Heritage Resources Agency in terms of the National Heritage Resources Act (no. 25 of 1999). A demolition permit is also required from the local authority in terms of the National Building Regulations.

5.25 Drilling and jack hammering

The Contractor shall take all reasonable measures to limit dust generation and noise as a result of drilling operations. The Contractor shall ensure that no pollution results from drilling operations, either as a result of oil and fuel drips, or from drilling fluid.

Any areas or structures damaged by the drilling and associated activities shall be rehabilitated by the Contractor to the satisfaction of the Engineer.

5.26 Stockpiling

The Engineer will identify suitable sites for stockpiling. Stockpiles shall be convex in shape, shall be no higher than 2 m and shall be located so as to cause minimal disturbance. Stockpiles shall be so placed to occupy minimum width compatible with the natural angle of repose of material, and measures shall be taken to prevent the material from being spread over too wide a surface. Where required, appropriate precautions shall be taken to prevent the erosion and limit the compaction of the stockpiles. The Contractor shall ensure that all stockpiles do not cause the damming of water or run off, or is itself washed away.

Topmaterial stockpiles shall not be covered with any material (e.g. plastic) that may kill seeds or cause it to compost. If the stockpiles start to erode significantly or cause dust problems, they shall be covered with hessian. Where practical, topmaterial shall not be left for longer than six to eight months before being used for rehabilitation. If stored for longer than six months, the topsoil shall be analysed and, if necessary, upgraded before placement.

5.27 Site closure and rehabilitation

Any areas that the Engineer believes may have been impacted upon or disturbed, shall be rehabilitated to the satisfaction of the Engineer, which includes all areas where topsoil has been stripped. Once construction is complete the contractor shall clear everything from the Site not forming part of the Permanent Works. The area to be rehabilitated shall first be landscaped to match the topography of the surrounding area as it was prior to construction. The composition of vegetation to be used for any rehabilitation shall be as per the Project Specifications.

The contractor may not use herbicides, pesticides, fertilisers or other poisonous substances for the rehabilitation process unless otherwise agreed with the Engineer.

All rehabilitated areas shall be considered "no go" areas and the Contractor shall ensure that none of his staff or equipment enters these areas.

The Contractor shall undertake to remove all alien vegetation re-establishing on the area and shall implement the necessary temporary or permanent measures to combat soil erosion.

5.28 Temporary revegetation of the areas disturbed by construction.

Where there is likely to be a delay of greater than two weeks in the landscaping and revegetation of a disturbed area or where that site is likely to be the subject of further construction activities at a later stage, the Contractor shall ensure that the area is temporarily revegetated to combat dust generation and prevent erosion. This revegetation shall occur incrementally immediately upon completion of the construction activities at the subject location.

Prior to revegetation structures and material not forming part of the Permanent Works, including remnants of building materials, concrete foundations, timber and other foreign debris, shall be removed and disposed of via the solid waste management system. The area shall be revegetated as follows:

- a) The surface shall be levelled by hand or machine as far as practically possible.
- b) Alien vegetation shall be cleared by cutting the plants off at ground level, and painting the stump with 0.5% Garlon in diesel.
- c) For areas with a slope of greater than 1:3, straw shall be utilised as a binding material to stabilise the soil during revegetation and rehabilitation of the site. Straw shall consist of natural, dried fibres of hay or chaff of various lengths between 50 mm and 400 mm, delivered to Site in bales and shall be applied evenly by hand or machine at a rate of 1 bale per 20 m² over the area to be revegetated. It shall then immediately be rotovated into the upper 100 mm layer of soil.

- d) The prepared area shall be hydro- or hand-seeded at a rate of 40 kg/ ha using Rye grass (*Lolium multiflorum*). In the event of hand-seeding, the seed mixture as specified shall be mixed with two parts per volume of clean dry plaster sand, then divided in half and applied evenly in two successive applications, one after the other, by means of an approved hand seeding machine (known colloquially as a "tefsaaier"). On completion of the seeding the surface shall be lightly raked to cover the seed with no more than 5 mm of soil.
- e) Water used for the irrigation of vegetated areas shall be free of pollutants that will have a detrimental effect on the plants. The vegetated area shall only be watered once, immediately following seeding. Watering should be carried out from a tanker, using a fine nozzle spray to avoid erosion and disturbance of the vegetation. Water for irrigation purposes may not be drawn from any water body.

No construction equipment, vehicles or unauthorised personnel shall be allowed onto areas that have been vegetated. Only persons or equipment required for the preparation of areas, application of fertiliser and maintenance of revegetated area shall be allowed to operate on these areas.

5.29 Traffic safety

The Contractor shall ensure traffic safety at all times and shall implement safety measures to this end. General and personal traffic safety is the responsibility of the individual.

5.30 Temporary site closure

6. TOLERANCES

Environmental management is concerned not only with the final results of the Contractor's operations to carry out the Works but also with the control of how those 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 environmental requirements on an ongoing basis and any failure on his part to do so will entitle the Engineer to certify the imposition of a penalty as detailed below.

6.1 Penalties

Penalties will be issued for the transgressions listed below. Penalties may be issued per incident at the discretion of the Engineer. Such penalties will be issued in addition to any remedial costs incurred as a result of non-compliance with the environmental specifications. The Engineer will inform the Contractor of the contravention and the amount of the penalty, and will deduct the amount from monies due under the Contract.

Penalties will be as per the Project Specification.

6.2 Removal from site and suspension of Works

The Engineer may instruct the Contractor to remove from Site any person(s) who in their opinion is guilty of misconduct, or is incompetent, negligent or constitutes an undesirable presence on Site. Subclause 4.9 of this Specification requires that all Plant be in good working order, and accordingly the Engineer may order that any Plant not complying with the Specifications be removed from Site. Where the Engineer deems the Contractor to be in breach of any of the requirements of this Specification, he may order the Contractor to suspend the progress of the Works or any part thereof.

7. TESTING

Void

8. MEASUREMENT AND PAYMENT

8.1 Basic principles

Except as noted below and in PSEM 8.2.1 as Scheduled Items, no separate measurement and payment will be made to cover the costs of complying with the provisions of this specification and such costs shall be deemed to be covered by the rates tendered for the items in the Schedule of Quantities completed by the Contractor when submitting his tender.

8.2 Scheduled items

8.2.1 All requirements of the environmental management specification

All work not measured elsewhere, associated with complying with any requirement of the environmental management specification shall be measured as a sum. The tendered rate shall cover any cost associated with complying with the environmental management specification and shall include for all materials, labour and plant required to execute and complete the work as specified, described in the Schedule of Quantities or shown on the drawing(s).

8.2.2 Method Statements: Additional Work

No separate measurement and payment will be made for the provision of Method Statements but, where the Engineer requires a change on the basis of his opinion that the proposal may result in, or carries a greater than warranted risk of damage to the environment in excess of that warranted by the Specifications, then any additional work required, provided it could not reasonably have been foreseen by an experienced contractor, shall be valued in accordance with GCC 90 Clause 40.

8.2.3 Work "required by the Project Specification"

Where a clause in this Specification includes a requirement as "required by the Project Specification", measurement and payment for compliance with that requirement shall be in accordance with the relevant measurement and payment clause of the Project Specification.

PART B : Occupational Health & Safety Specification

PHS PARTICULAR SPECIFICATION: OCCUPATIONAL HEALTH & SAFETY

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PHS 01 DOCUMENT PURPOSE AND INTENT

The specifications contained in this document relate to the health and safety requirements pertaining to the associated works of the aforementioned construction site, so as to ensure the health and safety of persons on all aspects of the construction work involved in Contract T 2017/000

Compliance to the Occupational Health and Safety Act (Act 85 of 1993) and the Regulations shall not be limited to the specifications and definitions contained in this document.

A comprehensive, documented Health & Safety Plan (H&S Plan) is to be drawn up based on the specifications provided, and presented to the agent for approval prior to commencement of work / together with the tender documents.

Monitoring of compliance on site shall be to the requirements of the OHS Act and Regulations as well as the contents of the H&S Plan(s) of the Principal Contractor and Contractors.

PHS 02 SPECIFICATION CONTROL SHEET

Project Name: CONSTRUCTION / UPGRADING OF SIDEWALKS AND EMBAYMENTS AT URBAN SCHOOLS WITHIN CWDM

Contract No: T2022/038

Physical Location: WORCESTER

PHS 03 APPLICATION AND INTERPRETATION

This document is to be read and understood in conjunction with the following, inter alia:

- Occupational Health and Safety Act (Act 85 of 1993).
- All regulations published in terms of the Occupational Health and Safety Act.
- Construction Regulations, 2014.
- SABS codes referred to by the Occupational Health and Safety Act.
- Contract Documents
- Basic Conditions of Employment Act (Act 75 of 1997)

3.1 Definitions

The following definitions from the Occupational Health and Safety Act are listed as follows:

Chief Executive Officer

In relation to a body corporate or an enterprise conducted by the State, means the person who is responsible for the overall management and control of the business of such body corporate or enterprise.

Danger

Means anything which may cause injury or damage to persons or property.

Employee

Means, subject to the provisions of Subsection (2), any person who is employed by or works for any employer and who receives or is entitled to receive any remuneration or who works under the direction or supervision of an employer or any other person.

Employer

Means, subject to the provisions of Subsection (2), any person who employs or provides work for any person or remunerates that person or expressly or tacitly undertakes to remunerate him, but excludes a labour broker as defined in Section 1(1) of the Labour Relations Act, 1953 (Act No. 28 of 1956).

Healthy

Means free from illness or injury attributable to occupational causes.

Machinery

Means any article or combination of articles assembled, arranged or connected and which is used or intended to be used for converting any form of energy to performing work, or which is used or intended to be used, whether incidental thereto or not, for developing, receiving, storing, containing, confining, transforming, transmitting, transferring or controlling any form of energy.

Medical Surveillance

Means a planned programme of periodic examination (which may include clinical examinations, biological monitoring or medical tests) of employees by an occupational health practitioner or, in prescribed cases, by an occupational medicine practitioner.

Plant

Includes fixtures, fittings, implements, equipment, tools and appliances, and anything which is used for any purpose in connection with such plant.

Properly Used

Means used with reasonable care, and with due regard to any information, instruction or advice supplied by the designer, manufacturer, importer, seller or supplier.

User

In relation to plant or machinery, means the person who uses plant or machinery for his own benefit or who has the right of control over the use of plant or machinery, but does not include a lessor of, or any person employed in connection with, the plant or machinery.

Reasonably Practicable

Means practicable having regard to:

- (a) the severity and scope of the hazard or risk concerned,
- (b) the state of knowledge reasonably available concerning that hazard or risk and of any means of removing or mitigating that hazard or risk.
- (c) the availability and suitability of means to remove or mitigate that hazard or risk; and
- (d) the cost of removing or mitigating that hazard or risk in relation to the benefits deriving there from.

Risk

Means the probability that injury or damage will occur.

Safe

Means free from any hazard.

Standard

Means any provision occurring:

- (a) in a specification, compulsory specification, code of practice or standard method as defined in Section 1 of the Standards Act, 993 (Act No. 29 of 1993); OR
- (b) in any specification, code or any other directive having standardization as its aim and issued by an institution or organization inside or outside the Republic which, whether generally or with respect to any particular article or matter and whether internationally or in any particular country or territory, seeks to promote standardization.

The following definitions from the Construction Regulations are listed as follows:

Agent

Means any person who acts as a representative for a client.

Competent Person

Means any person having the knowledge, training, experience and qualifications specific to the work or task being performed:

Provided that where appropriate qualifications and training are registered in terms of the provisions of the South African Qualifications Authority Act, 1995 (Act No. 58 of 1995), these qualifications and training shall be deemed to be the required qualifications and training.

Construction

Means any work in connection with:

- (a) the erection, maintenance, alteration, renovation, repair, demolition or dismantling of or addition to a building or any similar structure;
- (b) the installation, erection, dismantling, or maintenance of a fixed plant where such work includes the risk of a person falling;
- (c) the construction, maintenance, demolition or dismantling of any bridge, dam, canal, road, railway, runway, sewer or water reticulation system or any similar civil engineering structure;
OR
- (d) the moving of earth, clearing of land, the making of an excavation, piling or any similar type of work.

Contractor

Means an employer, as defined in Section 1 of the Act, who performs construction work and includes Principal Contractors.

Hazard Identification

Means the identification and documenting of existing or expected hazards to the health and safety of persons, which are normally associated with the type of construction work being executed or to be executed.

H&S Plan

Means a documented plan which addresses hazards identified and includes safe work procedures to mitigate, reduce or control the hazards identified.

Health and Safety Specification

Means a documented specification of all health and safety requirements pertaining to the associated works on a construction site, so as to ensure the health and safety of persons.

Method Statement

Means a document detailing the key activities to be performed in order to reduce as reasonably as practicable the hazards identified in any risk assessment.

Principal Contractor

Means an employer, as defined in Section 1 of the Act who performs construction work and is appointed by the client to be in overall control and management of a part of or the whole of a construction site.

Risk Assessment

Means a program to determine any risk associated with any hazard at a construction site, in order to identify the steps needed to be taken to remove, reduce or control such hazard.

PHS 04

NOTIFICATION OF CONSTRUCTION WORK

The Principal Contractor shall notify by registered mail, the local relevant Provincial Director of the Department of Labour, before commencing with construction work, of the intended work in the form of Annexure A of the Construction Regulations.

A copy of the completed Annexure A shall be included in the plan as well as proof that the Provincial Director has been notified.

A copy of the completed Annexure A is to be kept on site by the Principal Contractor.

PHS 05 LEGAL DOCUMENTATION/APPOINTMENTS

The following documents shall form part of the H&S Plan, to be provided when submitting a tender, or if no tender process was followed, prior to commencement of work:

- Health and Safety Policy signed by CEO.
- Letter of good standing with the Compensation Commissioner, Federated Employers or similar insurer.
- Health and Safety Organogram, outlining the Health and Safety Team, delegations and responsibilities of each member, as well as the appointment(s) that each member carries.

The following legal appointments shall form part of the H&S Plan and must be in place prior to commencement of work:

APPOINTMENT	OHS-ACT/ REGULATION REFERENCE
Section 16.2 appointment	Section 16.2
Health and Safety Representative(s)	Section 17
Health and Safety Committee Members	Section 19
Incident Investigator(s)	GAR 8(2)
First Aider(s)	GSR 3
Fire Fighter(s)	ER 9
Risk Assessor(s)	HC (Incl. Asbestos & lead); CR

- Health and Safety Committee Meeting(s), where applicable, are to be held monthly.
- Minutes of the Health and Safety Committee are to be provided to the agent within 3 days of the meeting being held.

The competencies of the incident investigator(s), first aider(s), fire fighter(s) and risk assessor(s) must be proved in the plan (see definition of a competent person).

The following Competent Persons shall be appointed in writing (where applicable) prior to any work being carried out, and such work shall adhere to the requirements of the specific sub-regulations. The appointment letter, qualifications and C.V. of each competent person is also to be provided in the H&S Plan.

APPOINTMENT	REGULATION
Construction Supervisor	CR 6(1)
Assistant Construction Supervisor	CR 6(2)
Fall Protection Competent Person	CR 8(1)
Formwork and support work	CR 10(1)
Excavation Work Competent Person	CR 11(1)
Demolition Work Competent Person	CR 12(1)
Scaffolding Competent Person	CR 14(2)
Suspended Platform Competent Person	CR 15(1)
Material Hoist Competent Person	CR 17(8)
Batch Plant Competent Person	CR 18(1)
Explosive Powered Tools Competent Person	CR 19(2)
Construction Vehicle and Mobile Plant Competent Person	CR 21(1)(j)
Electrical installations and machinery	CR 22(e)
Stacking Competent Person	CR 26(a)
Fire equipment Competent Person	CR 27(h)

APPOINTMENT	REGULATION
Confined Spaces Competent Person	GSR (5)
Lifting Machines Operator	DMR 18(11)
Tower Crane Operator	CR 20

Indicate in the H&S Plan which of these listed topics and subsequent appointments are applicable to the construction work in question.

No work involving any of the applicable topics may be performed without the knowledge and approval of an appointed competent person.

The competent person shall be responsible to determine the level of supervision required for each activity.

All these supervisory requirements shall be indicated in detail in the H&S Plan.

PHS 06 GENERAL DUTIES OF PRINCIPAL CONTRACTOR

The principal contractor will be responsible for co-operation between all contractors to ensure compliance to the OHS –Act and Regulations on site.

To ensure the above, the Principle Contractor must carry out the following:

- Provide Health and Safety Specifications to Contractors.
- Appoint Contractors in writing.
- Ensure that Contractors H&S Plan has been approved, implemented and maintained.
- Ensure that Contractors are registered with the Compensation Commissioner or similar insurer.
- Ensure that Contractors made provision for the cost of Health and Safety measures during the construction process.

The Principal Contractor will be required to assess and approve the contractors Health and Safety Plan within 5 days of receipt thereof.

PHS 07 SUPERVISION OF CONSTRUCTION WORK

The agent must be informed if the construction work supervisor is also appointed as a construction supervisor for another site.

PHS 08 RISK ASSESSMENT

Risk assessments of all required activities shall form an integral part of the H&S Plan.

All risk assessments shall be conducted in terms of an acceptable methodology, prior to commencement of work, according to the provisions of CR 7 and should cover at least the following:

- Formwork erection and demolition
- Reinforcement erection
- Casting of concrete
- Operation of cranes
- Using power tools
- Movement of construction vehicles
- Shift work
- All work near overhead power lines and underground cables
- Locating underground cables prior to excavation
- Excavation for structures and pipelines
- Temporary stockpiling and removal of excavated material
- Transporting material
- Installation of pipelines and backfilling
- Roadway surfacing
- Lay of electrical cables
- Security during working hours
- Work next to standing and flowing water
- Work next to existing mechanical and electrical equipment
- Work next to temporary flow diversions and temporary sluice gates

- Working at heights
- Working near existing aerated bioreactors, gas releasing digesters and settling tanks
- Working next to and in septic unhealthy raw sewage
- All health hazards that can be present during any of the above activities and should include individual dusts, gases, fumes, vapours, noise, extreme temperatures, illumination, vibration and ergonomic hazards

The above list is by no means exhaustive and should not be limited to these activities but must cover all activities that forms part of the said construction work. Each activity must be split down to individual task and all associated hazards identified and listed in the risk assessment. This ensures that critical tasks and subsequent critical hazards are not missed.

Reference should be made to:

- Methodology used to do risk assessments
- Expected activities and processes to be covered
- High risks anticipated

Risk assessment to cover all safety and health hazards.

All risk assessments are to be conducted by a competent person(s) as appointed under paragraph 5 of this document. The plan must include a declaration in this regard or the risk assessment must contain the signature(s) of these appointed persons.

The agent reserves the right to stop any work if such work is not conducted in terms of the recommendations of the risk assessment.

PHS 08 (B) SAFE WORK PROCEDURES

Safe Work Procedures for the following activities are to form part of the H&S Plan:

- Formwork erection and demolition
- Reinforcement erection
- Casting of concrete
- Operation of cranes
- Using power tools
- Movement of construction vehicles
- All work near overhead power lines and underground cables
- Locating underground cables prior to excavation
- Excavation for structures and pipelines
- Temporary stockpiling and removal of excavated material
- Transporting material
- Bulk earthworks
- Installation of pipelines and backfilling
- Roadway surfacing
- Lay of electrical cables
- Security during working hours
- Work next to standing and flowing water
- Work next to existing mechanical and electrical equipment
- Work next to temporary flow diversions and temporary sluice gate
- Erection/dismantling of scaffolding
- Working at heights
- Working near existing aerated bioreactors, gas releasing digesters and settling tanks
- Working next to and in septic unhealthy raw sewage
- All health hazards that can be present during any of the above activities and should include individual dusts, gases, fumes, vapours, noise, extreme temperatures, illumination, vibration and ergonomic hazards

The following table provides information on all factors to be taken into account when the risk assessments and Safe Work Procedures are compiled:

Physical	Chemical	Biological	Mechanical	Psycho-social
Noise	Liquids	Insects	Posture	Stress
Vibration	Dusts	Fungi	Movement	Work pressure
Ionising radiation	Fumes	Bacteria	Repetitive tasks	Monotony

Non-ionising radiation	Fibres	Viruses	Unsociable hours
Health and cold	Mists		Ergonomical
Electricity	Gases		
Pressure	Vapours		
System	Stress/Agency	Illness/Disease	
Musculoskeletal	Lifting/loads Repetitive strain Abnormal postures Whole body vibration	Muscular pain syndromes Tenosynovitis Bursitis Osteoarthritis	
Sensory	Noise	Hearing loss	
Skin	Cement (chromates), rubber Thinners, epoxies Tar, pitch Solar radiation	Allergic contact dermatitis Irritant contact dermatitis Acne, Skin cancer Keratosis, Cancer	
Respiratory	Silica Asbestos Spraypaints, woods, epoxies Irritant dusts, welding fumes	Silicosis, TB, Asbestosis, Cancer Asthma Bronchitis	
Psychosomatic	Physical stress Psychosocial stress	Headaches Depression Fatigue Substance abuse	
Nervous System	Lead Organic solvents	Peripheral and central neuropathy Headaches, Dizziness, Mood disorder, Dementia	

PHS 09 FALL PROTECTION

In addition to the requirements of this sub-regulation the following shall apply:

The fall protection plan is to be prepared by the fall protection competent person. The fall protection plan must be signed by this competent person.
Content of the fall protection plan must cover all the requirements as stated in sub-regulation CR 8.

The fall protection plan is to be handed to the agent before work commences.
The level of supervision is to be stated in the fall protection plan.

PHS 10 COMMUNICATION

In addition to the requirements of this regulation the following shall apply:

The Principal Contractor is to indicate in his H&S Plan the level of liaison between himself and the designer of the building or structure.

The Principal Contractor shall insist that all instructions from the designer are conveyed to him in writing.

PHS 11 REGISTERS

The maintenance of the following registers at the frequency indicated must be specifically indicated in the H&S Plan.

All registers must be available at the site offices at all times for inspection by the agent.

The list of registers to be kept is by no means exhaustive and the H&S Plan should list all the registers that are applicable and at what frequency they are going to be maintained.

ACTIVITY	FREQUENCY
Form work/Support work	Daily, prior to any shift, after rain or blasting.
Excavation Work	Daily, prior to any shift, after rain or blasting or after unexpected fall of ground
Scaffolding	Daily, prior to any shift, after rain or blasting.
Suspended Platforms: 15(8)(a); 15(9); 15(8)(b); 15(10)	Daily
Boatswain's Chair	Daily
Lifting machines	Daily
Material Hoist	Daily
Batch Plants	Daily
Explosive Powered Tools	Daily Before Use
Cranes Logbook	As per DMR 18
Construction Vehicles and Mobile Plant	Daily
Temporary Electrical Installation	Weekly
Stacking	Weekly
Fire Extinguishers	Bi-Monthly
Ablution Facilities	Weekly
Ladders	Weekly
Fall protection equipment	Daily
Incident Register in terms of GAR 8	As Required

PHS 12 TRAINING

Each H&S Plan shall indicate the following regarding training:

- Type and contents of each training course to be conducted.
- Method and frequency by which all employees are informed regarding hazards identified during risk assessments.
- Type and content of each health and safety induction training course to be presented.
- Method of informing visitors and other persons entering the site of hazards prevalent on site.
- Method of providing personal protective equipment to visitors and non-employees.
- An example of ID training card for each employee.
- Methodology to be used in the issuing of written instructions.

PHS 13 AGENT HEALTH AND SAFETY INSTRUCTION REGISTER

The agent will keep on site an Agent Health and Safety Instruction Register.

The Principal Contractor shall be required to sign the register at the end of each day to acknowledge any instructions issued.

PHS 14 GENERAL REQUIREMENTS

14.1 Personal Protective Equipment

The procedures of issuing and control over PPE shall be indicated in the H&S Plan, as well as the enforcement for the wearing thereof.

14.2 Hired Plant

The responsibility for the safe condition and use of all hired plant shall be that of the contractor.

14.3 Transport of Employees

Transport of employees shall be carried out in terms of the National Road ordinances. The H&S Plan shall detail the arrangements and methods of the transportation of workers.

14.4 Signs

The Principal Contractor shall indicate in his H&S Plan the arrangements regarding the posting of danger signs, both for the public and employees as is necessary.

14.5 Certificates of fitness

The Principal Contractor shall include in his H&S Plan copies of all people that require medical fitness certificates under the following regulations:

- CR 20
- CR 8
- CR 21
- EW 2

PHS 15 HAZARDOUS CHEMICAL SUBSTANCES (including Asbestos and Lead)

In addition to the requirements in the HCS Regulations, the Principal Contractor must provide proof in the H&S Plan that:

- All possible activities associated with this construction work has been considered to identify all possible hazardous chemical substances.

- MSDS's of the relevant materials/hazardous chemical substances are in possession prior to use by the contractor. Mention should be made how the Principal Contractor is going to act according to special/unique requirements made in the relevant MSDS's. All MSDS's shall be available for inspection by the agent at all times. To comply with this requirement, MSDS's can be included in the H&S Plan.
- Risk assessments are done at least once every two years.
- Exposure monitoring is done according to OESSM and by an AIA and that the medical surveillance programme is based on the outcomes of the exposure monitoring.
- How records are going to be kept safe for the stipulated period of 30 years.
- How the relevant HCS's are being/going to be controlled by referring to:
 - Limiting the amount of HCS
 - Limiting the number of employees
 - Limiting the period of exposure
 - Substituting the HCS
 - Using engineering controls
 - Using appropriate written work procedures
- The correct PPE is being used.
- HCS are stored and transported according the SABS 072 and 0228.
- Training with regards to these regulations were given to employees.
- The H&S plan should make reference to the disposal of hazardous waste on classified sites and the location thereof.

PHS 16 ASBESTOS

The following asbestos related information must be included in the Health and Safety Plan:

- Proof of notification of conducting of asbestos work, to the Provincial Director, in writing, prior to the commencement of asbestos work.
- Contents of training to be provided to employees regarding asbestos work.
- Risk assessments relevant to all asbestos work. (Including laying of new pipes and cutting into existing pipes).
- Competency of person conducting risk assessment.
- Extent of monitoring of asbestos exposure.
- Detailed safe work procedure **regarding cutting / drilling of products / pipes containing asbestos** (Refer Asbestos Regulation 11, 13, 15).
- **Detailed safe work procedures** regarding control of exposure to raw sewerage when cutting into existing sewers/pipes.
- Specific reference to type, use and maintenance of personal protective equipment.
- Detailed information regarding collection and disposal of asbestos waste, wastewater and sludge generated from cutting operation.
- Proof of a structured medical surveillance programme, if required by an occupational medicine practitioner.
- Copies of results of all assessments, exposure monitoring and the written inventory of the location of the asbestos at the workplace.
- How records are going to be kept safe for the stipulated period of 40 years.

PHS 17 LEAD

Besides the requirements listed under par. 15 should lead be identified as a hazard at the workplace, the following must be included in the H&S Plan or as soon as its available:

- Proof that an initial health evaluation was carried out by an occupational health practitioner within 14 days after commencement of work.
- Copies of the results of all assessments, exposure monitoring and the written inventory of the location of the asbestos at the workplace.
- Only proof that medical surveillance has been conducted and not the actual records itself since these are of a confidential nature.
- How records are going to be kept safe for the stipulated period of 40 years.

PHS 18 NOISE INDUCED HEARING LOSS

Where noise is identified as a hazard the requirements of the NIHL regulations must be complied with and the following must be included/ referred to in the H&S Plan:

- Proof of training with regards to these regulations.
- Risk assessment done within 1 month of commencement of work.
- That monitoring carried out by an AIA and done according to SABS 083.
- Medical surveillance programme established and maintained for the necessary employees.
- Control of noise by referring to:
 - Engineering methods considered
 - Admin control (number of employees exposed) considered
 - Personal protective equipment considered/decided on
- Describe how records are going to be kept for 40 years.

PHS 19 THERMAL (HEAT)

Where heat is identified as a hazard the requirements of the thermal regulations must be complied with and the following must be included or referred to:

- Risk assessment done to determine if environment has a WBGT index = >30.
- Proof that employees are certified fit to work in heat environment.
- Proof that employees are acclimatized.
- How provide drinking water of 600 ml per hour is going to be provided.
- The availability of first aid on the premises.
- Training of employees with regards to heat illness and the management thereof.

PHS 20 LIGHTING

Where poor or lack of illumination is identified as a hazard the lighting regulations must be complied with and the following must be included in the H&S Plan:

- How lighting will be ensured/provided where daylight is not sufficient and /or after hours are worked.
- Planned maintenance programme for replacing luminaires.
- Proof of illumination levels of artificial illumination equipment.

PHS 21 HAZARDOUS BIOLOGICAL AGENTS (HBA)

Because of the possible exposure of workers to raw sewage the H&S Plan shall include details of the following:

The conducting of Risk Assessments specifically aimed at exposure to HBA which shall include the following:

- Nature and dose of HBA
- Where HBA may be present and in what physical form
- The nature of work, process
- Steps in the event of failure of control measures
- The effects of the HBA
- The period of exposure
- Control measures

Monitoring of exposure of workers shall be conducted to establish whether any worker is infected with an HBA associated with working or being exposed to raw sewage, in terms of the following:

- By an occupational medicine practitioner
- Before entering the site to establish the workers baseline
- During the period of the contract should the risk assessment indicate possible exposure
- After completion of the contract

Medical surveillance should such be required after the above-mentioned monitoring by an occupational health practitioner

Indicate how all records of assessment, monitoring, etc will be kept, taking into account that records have to be kept for a period of 40 years.

How exposure to HBA is to be controlled

The provision of personal protective equipment

What information and training is to be provided to employees regarding the following:

- The contents of these regulations
- Potential risks to health
- Control measures to be implemented
- The correct use and maintenance of personal protective equipment
- The results of the risk assessment

CAPE WINELANDS DISTRICT MUNICIPALITY

CONTRACT NO. T2022/38

CONSTRUCTION / UPGRADING OF SIDEWALKS AND EMBAYMENTS AT URBAN SCHOOLS WITHIN CWDM

C3.4 Management

C3.5.1 FORMS FOR CONTRACT ADMINISTRATION

The Contractor shall prepare, and submit with each monthly statement for payment, the following updated returns (the format of which are attached in C3.6 Annexes):

- Project Labour Report (Annex 1)

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 on this contract in the month in question.

C3.5.2 PARTICIPATION OF TARGETED LABOUR

C3.5.2.1 Minimum targeted labour contract participation goal

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.

To this end, a minimum targeted labour contract participation goal is specified below, which shall be achieved by the Contractor in the performance of the contract, failing which, penalties as described will be applied.

The specified minimum targeted labour contract participation goal (CPGL) is

5 %

The minimum CPGL is 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 CPGL.

C3.5.2.2 Definitions

For the purposes of the requirements in respect of the participation of targeted labour, the following definitions shall apply:

“Target area” means the geographical area shown on plan in Part C5: Site Information

“Targeted labour contract participation goal (CPGL)” means the sum of the wages (excluding any benefits), for which the Contractor, or any of his/her sub-contractors contracts targeted labour in the performance of the contract, expressed as a percentage of the value of the contract.

“**Targeted labour**” means low and semi-skilled individuals, whose wages (excluding any benefits) do not exceed the threshold value, who reside in the target area, that are employed by the Contractor, or any of his/her sub-contractors, in the performance of the contract.

“**Threshold value**” is R200.00 per day. The threshold value is not to be confused with any industry sector minimum wage determined in accordance with the Basic Conditions of Employment Act, No. 75 of 1977.

“**Value of the contract**” means the contract sum (accepted contract amount) less provisional sums, contingencies and VAT.

C3.5.2.3 The selection and 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 Sub-Council Job-Seekers Database. The Contractor shall request a list of suitable candidates from the database, from which the Contractor shall make his/her final selection. The contractor shall enter into written contracts of temporary employment with all targeted labour.

Any difficulty experienced by the Contractor in identifying candidates through the Job-Seekers Database, or as regards any matter relating to the employment of targeted labour, shall be immediately referred to the Engineer.

C3.5.2.4 Contract participation goal credits

Credits towards the achieving the minimum CPG_L shall be granted by converting the total monetary value of wages paid to targeted labour to a percentage of the 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.

C3.5.2.5 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.

C3.5.2.6 Penalties

The financial penalty to be applied for failing to meet the specified minimum targeted labour contract participation goal in the performance of the contract (unless proven to be beyond the control of the Contractor), is as follows:

$$\text{Penalty} = (\text{CPG}_L^S - \text{CPG}_L^A) \times P^*$$

Where CPG_L^S = the specified minimum targeted labour contract participation goal (expressed as a percentage).

CPG_L^A = the targeted labour contract participation goal achieved (expressed as a percentage).

P^* = the value of the contract.

C3.5.2.6 Supporting Documentation

As local labourers need to be employed, EPWP principles will be applicable on this project with respect to EPWP compliance; the contractor needs to adhere to the following points:

- Please adhere to PPE as per safety plan, make provision for the expense on PPE

- COIDA and UIF registering of labourers
- Contractor should have contracts with workers. (concept will be provided)
- Attendance registers to be signed by each labourer. (concept register will be provided)
- Certified Copy of ID's as well as household information needed.
- Type of payslip for payments made to labourers and signed by them.

The above evidence for each labourer needs to be submitted at the end of the contract in a file to Cape Winelands District Municipality's representative. The above points need to be taken seriously as it will be audited by National Department of Public Works for compliance.

ANNEX 1

**CAPE WINELANDS DISTRICT MUNICIPALITY
Project Labour Report**

Project/Contract Name:		Budget: (tick one)	<input checked="" type="checkbox"/> Capital	<input type="checkbox"/> Operating
Project/Contract Number:		WBS No./Cost Centre No		
Contractor:		Project/Contract Start Date:		
Consultant:		Project/Contract End Date:		
CLO Name:	CLO ID Number:	Project/Contract Value (incl. allowance for escalation/excl. VAT):		
Month:		Project Labour Intensity Target/ Specified Minimum Targeted Labour Contract Participation Goal:		

Total value of work done to date (incl. escalation/excl. VAT):

Number of workers	Name	Surname	ID Number/DOB	Targeted Labour (Y/N)	Daily Rate	Number of days worked this month (incl. training)	Disabled (Y/N)	Number of training days this month	Course Name	Training Service Provider
1										
2										
3										
4										
5										
6										
7										
8										
9										
10										
11										
12										
13										
Totals for sheet										
Sheet of										

Signatures

Contractor: _____ Date _____

Consultant/Project Manager: _____ Date _____