

TENDER NO. T 2023/015



CONTRACT DOCUMENT

FOR THE

PIONEER SCHOOL NON-MOTORISED TRANSPORT IMPROVEMENTS

APPROVED AND ISSUED BY:

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

TENDERER:

TENDER AMOUNT:

CAPE WINELANDS DISTRICT MUNICIPALITY

CONTRACT NO. T 2023/15

PIONEER SCHOOL NON-MOTORISED TRANSPORT IMPROVEMENTS

GENERAL TENDER INFORMATION

TENDER ADVERTISED	:	Friday, 18 August 2023
ESTIMATED CIDB CONTRACTOR GRADING	:	3CE or higher
CLARIFICATION MEETING	:	11h00 on Friday, 1 September 2023
VENUE FOR SITE CLARIFICATION	:	c/o Tulbagh and Porter Street, WORCESTER
CLOSING DATE	:	Friday, 8 September 2023
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. T 2023/15

PIONEER SCHOOL NON-MOTORISED TRANSPORT IMPROVEMENTS

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CAPE WINELANDS DISTRICT

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T 2023/015

PIONEER SCHOOL NON-MOTORISED TRANSPORT IMPROVEMENTS.

Tenders are hereby invited from suitable qualified service providers for the Non-motorised Improvements at intersections for Pioneer School. Tenderers should have a CIDB contractor grading of 3CE or higher.

A clarification meeting will be held on **Friday, 1 September 2023** at 11h00. Prospective bidders shall meet the CWDM representative on the corner of Porter and Tulbagh Street in WORCESTER. Bidders who do not attend must familiarise themselves with the site conditions.

Technical enquiries regarding the bid may be directed to Mr. Luren Slinger of Western Cape Mobility Department at telephone (021) 483 6522 or Luren.Slinger@westerncape.gov.za.

Closing date: 11:00 on Friday, 8 September 2023

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 251.00 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.

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. T 2023/15

PIONEER SCHOOL NON-MOTORISED TRANSPORT IMPROVEMENTS

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
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C.1	General
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C.1.1	Actions
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Add the following:

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

C.1.2	Tender Documents
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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: **Western Cape Mobility Department**
Address: **11 Leeuwen Street**
Cape Town
8001

Tel: **021 483 6522**

Email: Luhren.slingers@westerncape.gov.za

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:

C2.1.1.1 Construction Industry Development Board (CIDB) Registration

Only those tenderers who are registered with the Construction Industry Development Board (CIDB) in a **3 CE** 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 **3 CE** 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.2.1.1.2 As a statutory requirement, the contractor must be registered with the Department of Employment and Labour for Compensation for Occupational Injury and Diseases Act (COIDA) or any other accredited Compensation Insurer. Proof of Registration and a valid Letter of Good Standing must be handed in with the tender in this regard.

C.2.1.1.3 As a tender requirement, Contractors in the Western Cape Province are obligated to be registered in the name of the entity with the Bargaining Council for the Civil Engineering Industry (BCCEI). Proof of Registration and a valid Letter of Good Standing must be handed in with the tender in this regard.

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 is not compulsory but will contribute towards a better understanding of what needs to be done and to understand the pricing of the tender..

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

- C.2.9 **Insurance**
Add the following:
 The employer will not provide any insurance for goods prior to the transfer of ownership. The contractor must make provision for Public Liability for this tender.
- 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.
- C.2.13.4 *Add the following after the first sentence of 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 T 2023/15
 Title of tender: PIONEER SCHOOL NON-MOTORISED TRANSPORT IMPROVEMENTS
- Sealed tenders with the Tenderer's name and address and the endorsement "**TENDER NO. T 2023/15: PIONEER SCHOOL NON-MOTORISED TRANSPORT IMPROVEMENTS**" 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.

C3.4 **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, 2022.

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, 2022.
- 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.

APPLICATION OF PREFERENCE POINT SYSTEM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

Regulation No. 2721 of 20 4 November 2022 provide for a preference points system. The applicable 80/20 preferential points system as set out in Preferential Procurement Regulations 2022 will be used to evaluate individual tenders

80/20 Preference point system [(for acquisition of goods or services for a Rand value equal to or above R30 000 and up to R50 million) (all applicable taxes included)]

The points are awarded as follows:

- 80 points is awarded for the lowest price if it complies with the Tender / Formal Written Price Quotation conditions.
- Additional points are awarded for the following specific goals:
 - B-BBEE status level of contributor and "Locality"
- 50% of the 20/10 points will be allocated to promote the goal of B-BBEE status level of contributor and points will be allocated in terms of the B-BBEE scorecard as follows:

B-BBEE Status Level of Contributor	Number of Points for Preference (80/20)	Number of Points for Preference (90/10)
1	50% of 20	50% of 10
2	50% of 18	50% of 9
3	50% of 16	50% of 8
4	50% of 12	50% of 5
5	50% of 8	50% of 4
6	50% of 6	50% of 3
7	50% of 4	50% of 2
8	50% of 2	50% of 1
Non-compliant contributor	0	0

- 50% of the 20/10 points will be allocated to promote the specific goal of locality. Points will be allocated as follows:

No.	Requirement	Number of Points
1	Procurement under the 80/20 preference points system where the enterprise head office or primary place of business or regional or satellite office is located within the boundaries of the Cape Winelands District Municipal Area	5
2	Procurement under the 90/10 preference points system where the enterprise head office or primary place of business or regional or satellite office is located within the boundaries of the Cape Winelands District Municipal Area	2.5
3	Procurement under the 80/20 preference points system where the enterprise head office or primary place of business or regional or satellite office is located within the boundaries of the Western Cape Province	5
4	Procurement under the 90/10 preference points system where the enterprise head office or primary place of business or regional or satellite office is located within the boundaries of the Western Cape Province.	2.5

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
Company's Previous Experience	(Schedule 4 - Returnable Schedules	Excellent (20) More than 5 similar projects in the last 10 years	Good (15) Between 3- and 5- similar projects in the last 10 years	Poor (10) Less than 3 projects	20
Site Agent previous experience	(Schedule 8 - Returnable Schedules	Excellent (30) More than 5 similar projects in the last 10 years	Good (25) Between 3- and 5- similar projects in the last 10 years	Poor (10) 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**, of a **similar scope** and nature is regarded as the construction and/or rehabilitation of a Class 2 or higher road.

EVALUATION CRITERION 2

Detailed, project specific CV's to be included in **Schedule 8**, 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.

Site Agents minimum requirement will be to have experience in (please note that current projects will not be included in the evaluation) more than 3 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 2 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.

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.
 - e) compliance with regard to CIDB registration.

- 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 (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

Add the following to C.3.16.1:

- 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.

Replace sub-clause C.3.16.2 with the following:

- C.3.16.2 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 BBEE 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 BBEE 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	32-33
T2.2 Returnable Schedules	35-81

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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
MBD 1 Invitation to bid.	
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

Preferencing Schedule

18: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 (MBD 6.1)	57-60
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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

INVITATION TO BID - MBD1

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)					
Tender number:	T 2023/015	Closing date:	08/09/2023	Closing time:	11h00
Description	PIONEER SCHOOL NON-MOTORISED TRANSPORT IMPROVEMENTS				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE TENDER BOX SITUATED AT: 29 DU TOIT STREET, STELLENBOSCH					
SUPPLIER INFORMATION					
Name of bidder					
Postal address					
Street address					
Contact person					
Telephone number	Code		Number		
Cell phone number					
E-mail address					
VAT registration number					
COIDA certificate number					
Tax compliance status	TCS PIN:		OR	CSD No:	MAAA
SPECIFIC GOALS IN TERMS OF THIS TENDER:					
<ul style="list-style-type: none"> 50% of the 20/10 points will be allocated to promote the goal of B-BBEE status level of contributor and points will be allocated in terms of the B-BBEE scorecard 50% of the 20/10 points will be allocated to promote the specific goal of locality and points will be allocated in terms of where the enterprise' head office or primary place of business or regional or satellite office is located 					
B-BBEE status level verification certificate [tick applicable box]	<input type="checkbox"/> Yes <input type="checkbox"/> No		Proof of Locality [tick applicable box]	<input type="checkbox"/> Yes <input type="checkbox"/> No	
B-BBEE status level sworn affidavit [tick applicable box]	<input type="checkbox"/> Yes <input type="checkbox"/> No				
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE / SWORN AFFIDAVIT (FOR EMES & QSEs) AND PROOF OF LOCALITY MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS]					
Are you the accredited representative in South Africa for the goods / services / works offered?	<input type="checkbox"/> Yes <input type="checkbox"/> No [If yes enclose proof]		Are you a foreign based supplier for the goods / services / works offered?	<input type="checkbox"/> Yes <input type="checkbox"/> No [If yes, answer part b:3]	
Total number of items offered			Total bid price	R	
Signature of bidder			Date		
Capacity under which this bid is signed					

TECHNICAL INFORMATION MAY BE DIRECTED TO:	
Contact person	Christo Swart
Telephone number	023 348 2381
E-mail address	Christo@capewinelandsgov.za
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED	
Contact person	Elmine Niemand
Telephone number	021 888 5175
E-mail address	elmine@capewinelandsgov.za
TERMS AND CONDITIONS FOR BIDDING – PART B	
1. BID SUBMISSION:	
<p>1.1. Bids must be delivered by the stipulated time to the correct address. Late bids will not be accepted for consideration.</p> <p>1.2. All bids must be submitted on the official forms provided–(not to be re-typed) or online</p> <p>1.3. This bid is subject to the Preferential Procurement Policy Framework Act and the Preferential Procurement Regulations, 2022, the General Conditions of Contract (GCC) and, if applicable, any other special conditions of contract.</p>	
2. TAX COMPLIANCE REQUIREMENTS	
<p>2.1 Bidders must ensure compliance with their tax obligations.</p> <p>2.2 Bidders are required to submit their unique personal identification number (pin) issued by SARS to enable the organ of state to view the taxpayer's profile and tax status.</p> <p>2.3 Application for the tax compliance status (TCS) certificate or pin may also be made via e-filing. In order to use this provision, taxpayers will need to register with SARS as e-filers through the website www.sars.gov.za.</p> <p>2.4 Foreign suppliers must complete the pre-award questionnaire in part b:3.</p> <p>2.5 Bidders may also submit a printed TCS certificate together with the bid.</p> <p>2.6 In bids where consortia / joint ventures / sub-contractors are involved, each party must submit a separate TCS certificate / pin / CSD number.</p> <p>2.7 Where no TCS is available but the bidder is registered on the central supplier database (CSD), a CSD number must be provided.</p>	
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
<p>3.1. Is the entity a resident of the republic of South Africa (RSA)? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>3.2. Does the entity have a branch in the RSA? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>3.3. Does the entity have a permanent establishment in the RSA? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>3.4. Does the entity have any source of income in the RSA? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>3.5. Is the entity liable in the RSA for any form of taxation? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If the answer is “no” to all of the above, then it is not a requirement to register for a tax compliance status system pin code from the South African Revenue Service (SARS) and if not register as per 2.3 above.</p>	
<p>NB: failure to provide any of the above particulars may render the bid invalid.</p> <p>No bids will be considered from persons in the service of the state.</p>	

Signature(s):

Name(s):

Capacity for the Tenderer:

Date:

CAPE WINELANDS DISTRICT MUNICIPALITY

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PIONEER SCHOOL NON-MOTORISED TRANSPORT IMPROVEMENTS

SCHEDULE 1 : COMPULSORY ENTERPRISE QUESTIONNAIRE

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

Section 1: Name of enterprise:

Address of enterprise:

.....

.....

Section 2: VAT registration number, if any:

Section 3: CIDB registration number, if any:

Section 4: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal income tax number*

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

Section 5: Particulars of companies and close corporations

Company registration number

Close corporation number

Tax reference number

Section 6: Record of service of the state

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

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

- | | |
|--|---|
| <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 | |

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

*insert separate page if necessary

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

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

SIGNED ON BEHALF OF TENDERER:

.....

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PIONEER SCHOOL NON-MOTORISED TRANSPORT IMPROVEMENTS

SCHEDULE 2 : CLARIFICATION MEETING CERTIFICATE

This is to certify that , (Tenderer)

of (Address)

.....
was represented by the person (s) named below at the compulsory meeting held for all tenders at.
.....(location) on.(date), starting at.

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: Signature :.....

Capacity:

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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PIONEER SCHOOL NON-MOTORISED TRANSPORT IMPROVEMENTS

SCHEDULE 3 : AUTHORITY OF SIGNATORY

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

Single Company, Close Corporation or Partnership

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

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

Mr/Ms (*Print Name*)

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

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

.....

Signed on behalf of Company :

In his/her capacity as :

Date :

Joint Ventures

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

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

Note :

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

SIGNED ON BEHALF OF TENDERER:

.....

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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.

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:

.....

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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

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 Schedule (If nil, enter NIL).

SIGNED ON BEHALF OF TENDERER:

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PIONEER SCHOOL NON-MOTORISED TRANSPORT IMPROVEMENTS

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

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

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:

.....

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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 (If nil, enter NIL).

SIGNED ON BEHALF OF TENDERER:

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PIONEER SCHOOL NON-MOTORISED TRANSPORT IMPROVEMENTS

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

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

SIGNED ON BEHALF OF THE TENDERER:

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PIONEER SCHOOL NON-MOTORISED TRANSPORT IMPROVEMENTS

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:

CAPE WINELANDS DISTRICT MUNICIPALITY

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PIONEER SCHOOL NON-MOTORISED TRANSPORT IMPROVEMENTS

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:

Account number:

Account number:

FOR MUNICIPAL USE ONLY

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

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

.....
Signature of municipal official

Official date stamp of municipality

PART B: PROPERTY LEASED BY ENTERPRISE OR DIRECTORS

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

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

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

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

.....

Signature for and on behalf of the bidder

.....

Date

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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.

Please attached a letter from your bank confirming your banking details.

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.

.....
INITIALS AND SURNAME:

.....
AUTHORISED SIGNATURE:

.....
DATE:

.....
TELEPHONE NUMBER:

CAPE WINELANDS DISTRICT MUNICIPALITY

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PIONEER SCHOOL NON-MOTORISED TRANSPORT IMPROVEMENTS

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

Name Position

Tenderer

CAPE WINELANDS DISTRICT MUNICIPALITY

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PIONEER SCHOOL NON-MOTORISED TRANSPORT IMPROVEMENTS

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 (If nil, enter NIL).

SIGNED ON BEHALF OF TENDERER:

CAPE WINELANDS DISTRICT MUNICIPALITY

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PIONEER SCHOOL NON-MOTORISED TRANSPORT IMPROVEMENTS

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:.....

3.2 Identity Number:

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

3.4 Company Registration Number:

3.5 Tax Reference Number:

3.6 VAT Registration Number:

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

3.8 Are you presently in the service of the state?

YES ☐ NO ☐

3.8.1 If yes, furnish particulars.

.....
.....

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.

.....
.....

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.

(Please write in BLOCK letters! - Add separate page if more than one.)

SA ID Number:		Relation:	
Surname:			
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.

(Please write in BLOCK letters! - Add separate page if more than one.)

SA ID Number:		Relation:	
Surname:			
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.

(Please write in BLOCK letters! - Add separate page if more than one.)

SA ID Number:		Relation:	
Surname:			
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.

(Please write in BLOCK letters! - Add separate page if more than one.)

SA ID Number:		Relation:	
Surname:			
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.

.....

- 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.

.....

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.

.....

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.

.....

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.

.....

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.

.....

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

Full Name	Identity Number	State Employee Persal Number

Full Name	Identity Number	State Employee Persal Number

.....
Signature

.....
Date

.....
Capacity of Signatory

.....
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

.....
on this the day of 20 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.

.....
COMMISSIONER OF OATHS:

Position:

Address:

Tel:

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)

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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	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? (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). 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.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? 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.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		

4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
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 type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.7.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)

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.

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

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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:

(Bid Number and Description)

in response to the invitation for the bid made by:

(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: _____ that:

(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

.....
Date

.....
Position

.....
Name of Bidder

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.

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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.

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SCHEDULE 18: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 (MBD 6.1)

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

(a) The applicable preference point system for this tender is the 80/20 preference point system.

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

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

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

2. DEFINITIONS

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

less all unconditional discounts;

- (c) “**Locality**” means an enterprise whose head office or primary place of business or regional or satellite office is located within the boundaries of the Cape Winelands District Municipal Area or Western Cape Province
- (d) “**Proof of locality**” means a –
- 1) municipal account in the name of the tenderer not older than 90 days;
 - 2) lease agreement where the tenderer is the lessee; or
 - 3) an official letter from the bank confirming the registered business address of the tenderer;
- (e) “**Proof of B-BBEE status level of contributor**” means the B-BBEE status level certificate issued by an authorised body or person, a sworn affidavit as prescribed by the B-BBEE Codes of Good Practice; or any other requirement prescribed in terms of the Broad-Based Black Economic Empowerment Act.
- (f) “**rand value**” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (g) “**tender for income-generating contracts**” means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (h) “**the Act**” means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \\ \mathbf{P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)} & \mathbf{or} & \mathbf{P_s = 90 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)} \end{array}$$

Where

P _s	=	Points scored for price of tender under consideration
P _t	=	Price of tender under consideration
P _{min}	=	Price of lowest acceptable tender

T.2.2.25 Returnable Schedules

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

3.2.1. POINTS AWARDED FOR PRICE

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

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \\ \mathbf{P_s = 80 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right)} & \mathbf{or} & \mathbf{P_s = 90 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right)} \end{array}$$

Where

P _s	=	Points scored for price of tender under consideration
P _t	=	Price of tender under consideration
P _{max}	=	Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system, then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
B-BBEE status level of contributor	5	10		
The promotion of enterprises located in the Western Cape Province for work to be done or services to be rendered in that province;	2.5	5		
The promotion of enterprises located in the Cape Winelands District Municipal area for work to be done or services to be rendered in that municipal area	2.5	5		

DECLARATION WITH REGARD TO COMPANY/FIRM

- 4.3. Name of company/firm.....
- 4.4. Company registration number:
- 4.5. TYPE OF COMPANY/ FIRM
- ☐ Partnership/Joint Venture / Consortium
 - ☐ One-person business/sole propriety
 - ☐ Close corporation
 - ☐ Public Company
 - ☐ Personal Liability Company
 - ☐ (Pty) Limited
 - ☐ Non-Profit Company

☐ State Owned Company
[TICK APPLICABLE BOX]

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

Name and surname

Signature(s) of bidder(s).....

Date.....

Address.....

.....

Part C1: Agreements and Contract Data

	Pages
C1.1 Form of Offer and Acceptance (Agreement)	62-66
C1.2 Contract Data	67-74
C1.3 Form of Guarantee	75-77
C1.4 Occupational Health and Safety Agreement	78-79

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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:

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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.
..... (in words);
R (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)
Name(s)
Capacity

for the tenderer

(Name and
address of
organization/
tenderer
.....

Name and
signature
of witness Date

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)

Capacity

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

Name and signature of witness
Date

Schedule of Deviations

Notes:

- 1. The extent of deviations from the tender documents issued by the employer before the tender closing date is limited to those permitted in terms of the conditions of tender.
- 2. A tenderer's covering letter shall not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid, become the subject of agreements reached during the process of offer and acceptance, the outcome of such agreement shall be recorded here.
- 3. Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents and which it is agreed by the Parties becomes an obligation of the contract shall also be recorded here.
- 4. Any change or addition to the tender documents arising from the above agreements and recorded here, shall also be incorporated into the final draft of the Contract.

1 Subject

Details

2 Subject

Details

3 Subject

Details

4 Subject

Details

By the duly authorised representatives signing this agreement, the employer and the tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the tender data and addenda thereto as listed in the returnable schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance.

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

For the Tenderer:

Signature(s)

Name(s)

Capacity

(Name and
address of
organization/
tenderer)

.....

Name and
signature
of witness Date

For the Employer:

Signature(s)

Name(s)

Capacity

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

Name and
signature
of witness Date

Confirmation of Receipt

The Tenderer, (now Contractor), identified in the Offer part of this Agreement hereby confirms receipt from the Employer, identified in the Acceptance part of this Agreement, of one fully completed original copy of this Agreement, including the Schedule of Deviations (if any) today:

the.....(day) of(month) 20.....(year) at(place)

For the Contractor:

.....

Signature

.....

Name

.....

Capacity

Signature and name of witness:

.....

Signature

.....

Name

CAPE WINELANDS DISTRICT MUNICIPALITY

CONTRACT NO. T 2023/15

PIONEER SCHOOL NON-MOTORISED TRANSPORT IMPROVEMENTS

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 Department of Transport and Public Works acting through an official authorised thereto in writing.

The name of the Engineer is: Western Cape Mobility Department

Clause 1.2.1.2:

The address of the Engineer is:

Physical address: 11 Leeuwen Street
CAPE TOWN
8001

Postal address: P O Box 8022
ROGGEBAAI
8012

E-mail address: Luhren.Slinger@westerncape.gov.za

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

Clause 1.2.1.2:

The address of the Contractor is

Physical : Address	Postal : Address

Telephone :	Fax:
email :		

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 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		
		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. T 2023/15

PIONEER SCHOOL NON-MOTORISED TRANSPORT IMPROVEMENTS

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. T 2023/15 – PIONEER SCHOOL NON-MOTORISED TRANSPORT IMPROVEMENTS**

"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. T 2023/15

PIONEER SCHOOL NON-MOTORISED TRANSPORT IMPROVEMENTS

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 “mandatary” as including “an agent, a contractor or a subcontractor for work”

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

..... as envisaged
by the provisions of Section 37(2) of the Occupational Health and Safety Act 1993 as amended.

I, representing

(mandatary) do hereby

acknowledge that (mandatary)

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 (mandatary) :

.....
SIGNEDon the.....day of.....20.....

WITNESS:

.....
.....
for and on behalf of the Mandatary

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.....	81-82
C2.2 Bills of Quantities.....	83-102

CAPE WINELANDS DISTRICT MUNICIPALITY

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PIONEER SCHOOL NON-MOTORISED TRANSPORT IMPROVEMENTS

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	=	meganeutron
m ³	=	cubic metre	MN.m	=	meganeutron-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. T 2023/15

PIONEER SCHOOL NON-MOTORISED TRANSPORT IMPROVEMENTS

C2.2 Bills of Quantities

CONTENTS

SECTION 1: Bill of Quantities

SECTION 2: Summary

SECTION 3: Declaration

PIONEER SCHOOL NON-MOTORISED TRANSPORT FACILITY

SECTION A: SITE CLEARANCE

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE R	AMOUNT R
	SANS 1200 C	SECTION A : SITE CLEARANCE				
		Intersection 1: Tulbagh Street and Adderley Street				
A .1	PSC8.1	Removal of existing kerb and channel stockpile good materials and dispose of surplus material (all radii)				
A.1.1		(i) Kerb only	m	10.0		
A.1.2		(ii) Kerb and channel	m	115.0		
A.1.3		(iii) Edging	m	80.0		
A .2	PSC8.2	Removal of existing road signs store and re-erect.				
A.2.1		(i) Single pole signs	No	5.0		
A.3	PSC8.3	Removal of existing concrete side drain and re-install	m	10.0		
A.4	8.2.1	Clear and grub Site	ha	0.1		
A.5	PSC8.4	Provisional allowed for accommodation of traffic	Prov Sum	1.0	25 000.00	25 000.00
		Intersection 2 Tulbagh Street and Porter Street				
A.7	PSC8.1	Removal of existing kerb and channel stockpile good materials and dispose of surplus material (all radii)				
A.7.1		(i) Kerb only	m	10.0		
A.7.2		(ii) Kerb and channel	m	110.0		
A.7.3		(iii) Edging	m	70.0		
A.8	PSC8.2	Removal of existing road signs store and re-erect.				
A.8.1		(i) Single pole signs	No	5.0		
A.9	PSC8.3	Removal of existing concrete side drain and re-install	m	10.0		
A10	8.2.1	Clear and grub Site	ha	0.1		
A.11	PSC8.4	Provisional allowed for accommodation of traffic	Prov Sum	1.0	50 000.00	50 000.00
		Intersection 3 Church Street and Porter Street				
A.12	PSC8.1	Removal of existing kerb and channel stockpile good materials and dispose of surplus material (all radii)				
A.12.1		(i) Kerb only	m	10.0		
A.12.2		(ii) Kerb and channel	m	120.0		
Total Carried Forward						

PIONEER SCHOOL NON-MOTORISED TRANSPORT FACILITY

SECTION A: SITE CLEARANCE

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PIONEER SCHOOL NON-MOTORISED TRANSPORT FACILITY

SECTION B: SUBBASE

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE R	AMOUNT R
	SANS 1200 ME	SECTION B: SUBBASE				
		Intersection 1: Tulbagh Street and Adderley Street				
B.1	8.3.5	Process material by means of:				
B.1.1		b) Stabilizing	m³	70.0		
B.2	8.3.8	Stabilizing agent				
B.2.1		a) Portland cement	t	5.0		
		SURFACE FINISHES				
B.3	PSME8.1	Raising or lowering of existing manholes and belltobes:				
B.3.1		(a) Raising manhole less than 500mm	No.	4.0		
B.3.2		(b) Raising belltobe less than 500mm	No.	2.0		
B.4	PSME8.2	Extra over item 8.3.3 (a) for protection of existing services	m	20.0		
		Intersection 2: Tulbagh Street and Porter Street				
B.5	8.3.5	Process material by means of:				
B.5.1		b) Stabilizing	m³	70.0		
B.6	8.3.8	Stabilizing agent				
B.6.1		a) Portland cement	t	5.0		
		SURFACE FINISHES				
B.7	PSME8.1	Raising or lowering of existing manholes and belltobes:				
B.7.1		(a) Raising manhole less than 500mm	No.	5.0		
B.7.2		(b) Raising belltobe less than 500mm	No.	2.0		
B.8	PSME8.2	Extra over item 8.3.3 (a) for protection of existing services	m	20.0		
		Intersection 3: Church Street and Porter Street				
B.9	8.3.5	Process material by means of:				
B.9.1		b) Stabilizing	m³	70.0		
B.10	8.3.8	Stabilizing agent				
B.10.1		a) Portland cement	t	5.0		
		SURFACE FINISHES				
B.11	PSME8.1	Raising or lowering of existing manholes and belltobes:				
B.11.1		(a) Raising manhole less than 500mm	No.	4.0		
B.11.2		(b) Raising belltobe less than 500mm	No.	2.0		
B12	PSME8.2	Extra over item 8.3.3 (a) for protection of existing services	m	20.0		
Total Carried Forward To Summary						

PIONEER SCHOOL NON-MOTORISED TRANSPORT FACILITY

SECTION C: ASPHALT BASE AND SURFACING

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE R	AMOUNT R
	SANS 1200 MH	SECTION C: ASPHALT BASE AND SURFACING				
		Intersection 1: Tulbagh Street and Adderley Street				
		TACK COAT				
C.1 C.1.1	8.5.3	Spray surface using emulsion 30% stable grade emulsion (anionic/cationic)	m ²	80.0		
C.2 C.2.2	8.5.5	Variations in quantity of emulsion: 30% stable grade emulsion (anionic/cationic)	ℓ	55.0		
		ASPHALT SURFACING				
C.3	8.5.4	Continuously graded surfacing using:				
C.3.1		a) Medium continuously graded asphalt (13.2mm max stone size) using 50/70 penetration grade bituminous binder to ramps of raised intersections as per relevant dwg HHO-7448-101-2404	t	7.0		
C.3.2		b) Fine continuously graded asphalt surfacing (9.5mm max stone size) to ramps of sidewalks using 50/70 penetration grade bituminous binder as per relevant dwg HHO-7448-101-2404	t	7.0		
C.4	PSMH3.1	Cut existing bituminous surface with an approved saw to roadway for thickness up to 60mm	m	45.0		
C.5	PSMH3.2	Removal of existing bituminous surfacing (<60mm)	m ²	590.0		
C.6 C.6.1	8.5.5	Variations in quantities of bituminous binder: a) 50/70 penetration grade bitumen	ℓ	5.0		
		Intersection 2: Tulbagh Street and Porter Street				
		TACK COAT				
C.7 C.7.1	8.5.3	Spray surface using emulsion 30% stable grade emulsion (anionic/cationic)	m ²	80.0		
C.8 C.8.1	8.5.5	Variations in quantity of emulsion: 30% stable grade emulsion (anionic/cationic)	ℓ	55.0		
		ASPHALT SURFACING				
C.9	8.5.4	Continuously graded surfacing using:				
C.9.1		a) Medium continuously graded asphalt (13.2mm max stone size) using 50/70 penetration grade bituminous binder to ramps of raised intersections as per relevant dwg HHO-7448-101-2404	t	7.0		
C.9.2		b) Fine continuously graded asphalt surfacing (9.5mm max stone size) to ramps of sidewalks using 50/70 penetration grade bituminous binder as per relevant dwg HHO-7448-101-2404	t	7.0		
Total Carried Forward						

PIONEER SCHOOL NON-MOTORISED TRANSPORT FACILITY

SECTION C: ASPHALT BASE AND SURFACING

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE R	AMOUNT R
Brought Forward						
C.10	PSMH3.1	Cut existing bituminous surface with an approved saw to roadway for thickness up to 60mm	m	45.0		
C.11	PSMH3.2	Removal of existing bituminous surfacing (<60mm)	m ²	500.0		
C.12	8.5.5	Variations in quantities of bituminous binder:				
C.12.1		a) 50/70 penetration grade bitumen	ℓ	5.0		
		TACK COAT				
C.13 C.13.1	8.5.3	Spray surface using emulsion 30% stable grade emulsion (anionic/cationic)	m ²	80		
C.14 C.14.1	8.5.5	Variations in quantity of emulsion: 30% stable grade emulsion (anionic/cationic)	ℓ	55		
		Intersection 3: Church Street and Porter Street				
		ASPHALT SURFACING				
C.15 C.15.1	8.5.4	Continuously graded surfacing using: a) Medium continuously graded asphalt (13.2mm max stone size) using 50/70 penetration grade bituminous binder to ramps of raised intersections as per relevant dwg HHO-7448-101-2404	t	7.0		
C.15.2		b) Fine continuously graded asphalt surfacing (9.5mm max stone size) to ramps of sidewalks using 50/70 penetration grade bituminous binder as per relevant dwg HHO-7448-101-2404	t	7.0		
C.16	PSMH3.1	Cut existing bituminous surface with an approved saw to roadway for thickness up to 60mm	m	45.0		
C.17	PSMH3.2	Removal of existing bituminous surfacing (<60mm)	m ²	590.0		
C.18	8.5.5	Variations in quantities of bituminous binder:				
C.18.1		a) 50/70 penetration grade bitumen	ℓ	5.0		
		Raised Pedestrian Crossing: Tulbagh Street				
		TACK COAT				
C.19 C.19.1	8.5.3	Spray surface using emulsion 30% stable grade emulsion (anionic/cationic)	m ²	50.0		
C.20 C.20.1	8.5.5	Variations in quantity of emulsion: 30% stable grade emulsion (anionic/cationic)	ℓ	35.0		
		ASPHALT SURFACING				
C.21	8.5.4	Continuously graded surfacing using:				
Total Carried Forward						

PIONEER SCHOOL NON-MOTORISED TRANSPORT FACILITY

SECTION C: ASPHALT BASE AND SURFACING

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE R	AMOUNT R
Brought Forward						
C.21.1		a) Medium continuously graded asphalt (13.2mm max stone size) using 50/70 penetration grade bituminous binder to raised pedestrian crossing as per relevant dwg HHO-7448-101-2405	t	8.0		
C.21.2		b) Fine continuously graded asphalt surfacing (9.5mm max stone size) to ramps of sidewalks using 50/70 penetration grade bituminous binder as per relevant dwg HHO-7448-101-2404	t	3.0		
C.22	PSMH3.1	Cut existing bituminous surface with an approved saw to roadway for thickness up to 60mm	m	30.0		
C.23	PSMH3.2	Removal of existing bituminous surfacing (<60mm)	m²	95.0		
C.24	8.5.5	Variations in quantities of bituminous binder:				
C.24.1		a) 50/70 penetration grade bitumen	ℓ	5.0		
		Raised Pedestrian Crossing: Porter Street				
		TACK COAT				
C.25	8.5.3	Spray surface using emulsion				
C.25.1		30% stable grade emulsion (anionic/cationic)	m²	50.0		
C.26	8.5.5	Variations in quantity of emulsion:				
C.26.1		30% stable grade emulsion (anionic/cationic)	ℓ	35.0		
		ASPHALT SURFACING				
C.27	8.5.4	Continuously graded surfacing using:				
C.27.1		a) Medium continuously graded asphalt (13.2mm max stone size) using 50/70 penetration grade bituminous binder to raised pedestrian crossing as per relevant dwg HHO-7448-101-2405	t	8.0		
C.27.2		b) Fine continuously graded asphalt surfacing (9.5mm max stone size) to ramps of sidewalks using 50/70 penetration grade bituminous binder as per relevant dwg HHO-7448-101-2404	t	5.0		
C.28	PSMH3.1	Cut existing bituminous surface with an approved saw to roadway for thickness up to 60mm	m	30.0		
C.29	PSMH3.2	Removal of existing bituminous surfacing (<60mm)	m²	130.0		
C.30	8.5.5	Variations in quantities of bituminous binder:				
C.30.1		a) 50/70 penetration grade bitumen	ℓ	6.0		
Total Carried Forward To Summary						

PIONEER SCHOOL NON-MOTORISED TRANSPORT FACILITY

SECTION D: SEGMENTED PAVING

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE R	AMOUNT R
		SECTION D: SEGMENTED PAVING				
		Intersection 1: Tulbagh Street and Adderley Street				
D.1	SANS 1200 MJ	Strengthen substandard layers as specified in PSMJ... to the applicable tolerances given in Subclause 6.2 of SANS 1200 MJ	m ²	545.0		
D.2	8.1	Adjust levels of existing subbase pavement to the applicable tolerances given in Subclause 6.2 of SANS 1200 MJ and dispose of spoil where relevant				
		a) As specified in Subclause 5.1.2 of SANS 1200MJ				
D.2.1		2) Areas that are too low by adding G5 material from commercial source	m ²	545.0		
D.3	8.2.1	PROVIDE EDGE RESTRAINTS AS SHOWN ON DRAWINGS FOR				
D.3.1		a) E1 edging	m	65.0		
D.3.2		b) E3 edging	m	30.0		
D.4	8.2.3	CUT UNITS TO FIT EDGE RESTRAINTS	m	85.0		
D.5	8.2.2	CONSTRUCT PRECAST CONCRETE SEGMENTED PAVING complete as shown on relevant dwg HHO-7448-101-1101, pattern to approval				
D.5.1		a) 80mm, Class 25, Type S-C units	m ²	310.0		
D.5.2		a) 60mm, Class 25, Type S-C units	m ²	235.0		
D.6	PSMK3.3	Tactile paving as per SANS 784 2008 and per relevant dwg HHO-7448-101-2404				
D.6.1		(i) Warning indicator pattern	m ²	25.0		
D.6.2		(ii) Directional indicator	m ²	20.0		
		Intersection 2: Tulbagh Street and Porter Street				
D.7	SANS 1200 MJ	Strengthen substandard layers as specified in PSMJ... to the applicable tolerances given in Subclause 6.2 of SANS 1200 MJ	m ²	530.0		
D.8	8.1	Adjust levels of existing subbase pavement to the applicable tolerances given in Subclause 6.2 of SANS 1200 MJ and dispose of spoil where relevant				
		a) As specified in Subclause 5.1.2 of SANS 1200MJ				
D.8.1		2) Areas that are too low by adding G5 material from commercial source	m ²	530.0		
D.9	8.2.1	PROVIDE EDGE RESTRAINTS AS SHOWN ON DRAWINGS FOR				
D.9.1		a) E1 edging	m	60.0		
D.9.2		b) E3 edging	m	30.0		
Total Carried Forward						

PIONEER SCHOOL NON-MOTORISED TRANSPORT FACILITY

SECTION D: SEGMENTED PAVING

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE R	AMOUNT R
Brought Forward						
D.10	8.2.3	CUT UNITS TO FIT EDGE RESTRAINTS	m	80.0		
D.11	8.2.2	CONSTRUCT PRECAST CONCRETE SEGMENTED PAVING complete as shown on relevant dwg HHO-7448-101-1101, pattern to approval				
D.11.1		a) 80mm, Class 25, Type S-C units	m ²	300.0		
D.11.2		a) 60mm, Class 25, Type S-C units	m ²	230.0		
D.12	PSMK3.3	Tactile paving as per SANS 784 2008 and per relevant dwg HHO-7448-101-2404				
D.12.1		(i) Warning indicator pattern	m ²	25.0		
D.12.2		(ii) Directional indicator	m ²	20.0		
Intersection 3: Church Street and Porter Street						
D.13	SANS 1200 MJ	Strengthen substandard layers as specified in PSMJ... to the applicable tolerances given in Subclause 6.2 of SANS 1200 MJ	m ²	595.0		
	8.1	Adjust levels of existing subbase pavement to the applicable tolerances given in Subclause 6.2 of SANS 1200 MJ and dispose of spoil where relevant				
		a) As specified in Subclause 5.1.2 of SANS 1200MJ				
D.13.1		2) Areas that are too low by adding G5 material from commercial source	m ²	595.0		
D.14	8.2.1	PROVIDE EDGE RESTRAINTS AS SHOWN ON DRAWINGS FOR				
D.14.1		a) E1 edging	m	45.0		
D.14.2		b) E3 edging	m	30.0		
D.15	8.2.3	CUT UNITS TO FIT EDGE RESTRAINTS	m	75.0		
D.16	8.2.2	CONSTRUCT PRECAST CONCRETE SEGMENTED PAVING complete as shown on relevant dwg HHO-7448-101-1101, pattern to approval				
D.16.1		a) 80mm, Class 25, Type S-C units	m ²	315.0		
D.16.2		a) 60mm, Class 25, Type S-C units	m ²	280.0		
D.17	PSMK3.3	Tactile paving as per SANS 784 2008 and per relevant dwg HHO-7448-101-2404				
D.17.1		(i) Warning indicator pattern	m ²	25.0		
D.17.2		(ii) Directional indicator	m ²	20.0		
Total Carried Forward						

PIONEER SCHOOL NON-MOTORISED TRANSPORT FACILITY

SECTION D: SEGMENTED PAVING

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE R	AMOUNT R
Brought Forward						
		Raised Pedestrian Crossing: Tulbagh Street				
D.18	SANS 1200 MJ	Strengthen substandard layers as specified in PSMJ... to the applicable tolerances given in Subclause 6.2 of SANS 1200 MJ	m ²	100.0		
	8.1	Adjust levels of existing subbase pavement to the applicable tolerances given in Subclause 6.2 of SANS 1200 MJ and dispose of spoil where relevant				
		a) As specified in Subclause 5.1.2 of SANS 1200MJ				
D.18.1		2) Areas that are too low by adding G5 material from commercial source	m ²	100.0		
D.19	8.2.1	PROVIDE EDGE RESTRAINTS AS SHOWN ON DRAWINGS FOR				
D.19.1		a) E1 edging	m	40.0		
D.20	8.2.3	CUT UNITS TO FIT EDGE RESTRAINTS	m	40.0		
D.21	8.2.2	CONSTRUCT PRECAST CONCRETE SEGMENTED PAVING complete as shown on relevant dwg HHO-7448-101-1101, pattern to approval				
D.21.1		a) 60mm, Class 25, Type S-C units	m ²	90.0		
D.22	PSMK3.3	Tactile paving as per SANS 784 2008 and per relevant dwg HHO-7448-101-2404				
D.22.1		(i) Warning indicator pattern	m ²	4.0		
D.22.2		(ii) Directional indicator	m ²	5.0		
		Raised Pedestrian Crossing: Porter Street				
D.23	SANS 1200 MJ	Strengthen substandard layers as specified in PSMJ... to the applicable tolerances given in Subclause 6.2 of SANS 1200 MJ	m ²	135.0		
	8.1	Adjust levels of existing subbase pavement to the applicable tolerances given in Subclause 6.2 of SANS 1200 MJ and dispose of spoil where relevant				
		a) As specified in Subclause 5.1.2 of SANS 1200MJ				
D.23.1		2) Areas that are too low by adding G5 material from commercial source	m ²	135.0		
D.24	8.2.1	PROVIDE EDGE RESTRAINTS AS SHOWN ON DRAWINGS FOR				
D.24.1		a) E1 edging	m	45.0		
D.25	8.2.3	CUT UNITS TO FIT EDGE RESTRAINTS	m	45.0		
Total Carried Forward						

PIONEER SCHOOL NON-MOTORISED TRANSPORT FACILITY

SECTION D: SEGMENTED PAVING

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PIONEER SCHOOL NON-MOTORISED TRANSPORT FACILITY

SECTION E: KERBING AND CHANNELLING

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE R	AMOUNT R
	SANS 1200 MK	SECTION E: KERBING AND CHANNELLING				
		Intersection 1: Tulbagh Street and Adderley Street				
		CONCRETE KERBING AND CHANNELLING				
E.1	8.2.2	BK2 Kerb plus C1 channel including all excavation, bedding, haunching, etc.				
E.1.1		(a) Radius greater than 20m	m	45.0		
E.1.2		(b) Radius greater than 4m and less than 20m	m	50.0		
E.2	8.2.4	Depressed kerbs	m	25.0		
E.3	PSMK 3.2	Road Name Kerbs	No.	4.0		
		Intersection 2: Tulbagh Street and Porter Street				
		CONCRETE KERBING AND CHANNELLING				
E.4	8.2.2	BK2 Kerb plus C1 channel including all excavation, bedding, haunching, etc.				
E.4.1		(a) Radius greater than 20m	m	45.0		
E.4.2		(b) Radius greater than 4m and less than 20m	m	45.0		
E.5	8.2.4	Depressed kerbs	m	25.0		
E.6	PSMK 3.2	Road Name Kerbs	No.	4.0		
		Intersection 3: Church Street and Porter Street				
		CONCRETE KERBING AND CHANNELLING				
E.7	8.2.2	BK2 Kerb plus C1 channel including all excavation, bedding, haunching, etc.				
E.7.1		(a) Radius greater than 20m	m	45.0		
E.7.2		(b) Radius greater than 4m and less than 20m	m	50.0		
E.8	8.2.4	Depressed kerbs	m	25.0		
E.9	PSMK 3.2	Road Name Kerbs	No.	4.0		
		Raised Pedestrian Crossing: Tulbagh Street				
		CONCRETE KERBING AND CHANNELLING				
E.10	8.2.2	BK2 Kerb plus C1 channel including all excavation, bedding, haunching, etc.				
E.10.1		(a) Radius greater than 20m	m	35.0		
E.11	8.2.4	Depressed kerbs	m	6.0		
Total Carried Forward						

PIONEER SCHOOL NON-MOTORISED TRANSPORT FACILITY

SECTION E: KERBING AND CHANNELLING

[illegible]

PIONEER SCHOOL NON-MOTORISED TRANSPORT FACILITY

SECTION F: ANCILLARY ROADWORKS

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE R	AMOUNT R
	SANS 1200 MM	SECTION F: ANCILLARY ROADWORKS				
		Intersection 1: Tulbagh Street and Adderley Street				
		PERMANENT TRAFFIC SIGNS				
F.1	PSMM 3.1	Permanent road signs	No.	8.00		
F.2	8.3.3	Sign Supports				
F.2.1		b) 75mm Steel tubing galvanized	No.	8.00		
F.3	8.1.1 & 8.3.4	Excavation for sign supports and backfilling with in-situ material	m³	4.00		
		ROAD MARKINGS				
F.4	8.4.1	Non-reflectorized paint applied at nominal rate of 0,42 l/m²				
F.4.1		a) White lines (broken or unbroken) (width 100mm)	km	0.04		
F.4.2		c) White characters and symbols	m²	85.00		
F.4.3		f) White lines (broken or unbroken) (width 300mm)	km	0.01		
F.5	8.4.2	Variation in rate of application from that stated for item H.5				
F.5.1		a) White paint	ℓ	35.00		
F.6	8.4.4	Setting out and pre-marking of lines (excluding traffic island markings, characters, and symbols)	km	0.05		
F.7	PSMM 3.2	Removal of existing road markings and symbols	m²	50.00		
F.8	PSMM 3.3	Constructing slab as per relevant dwg HHO-7448-101-1102 over:				
F.8.1		a) Channel	No.	20.00		
F.8.2		b) Manhole	No.	5.00		
F.9	PSMM 3.4	Extend and make good manhole complete with grid inlet as per relevant dwg HHO-7448-101-2402	No.	3.00		
		Intersection 2: Tulbagh Street and Porter Street				
		PERMANENT TRAFFIC SIGNS				
F.10	PSMM 3.1	Permanent road signs	No.	8.00		
F.11	8.3.3	Sign Supports				
F.11.1		b) 75mm Steel tubing galvanized	No.	8.00		
Total Carried Forward						

PIONEER SCHOOL NON-MOTORISED TRANSPORT FACILITY

SECTION F: ANCILLARY ROADWORKS

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE R	AMOUNT R
Brought forward						
F.12	8.1.1 & 8.3.4	Excavation for sign supports and backfilling with in-situ material	m³	4.00		
		ROAD MARKINGS				
F.13	8.4.1	Non-reflectorized paint applied at nominal rate of 0,42 l/m2				
F.13.1		a) White lines (broken or unbroken) (width 100mm)	km	0.04		
F.13.2		c) White characters and symbols	m²	85.00		
F.13.3		f) White lines (broken or unbroken) (width 300mm)	km	0.01		
F.13.4		g) Yellow lines (broken or unbroken) (width 300mm)	km	0.00		
F.14	8.4.2	Variation in rate of application from that stated for item H.12				
F.14.1		a) White paint	ℓ	35.00		
F.14.2		b) Yellow paint	ℓ	0.00		
F.15	8.4.4	Setting out and pre-marking of lines (excluding traffic island markings, characters, and symbols)	km	0.05		
F.16	PSMM 3.2	Removal of existing road markings and symbols	m²	50.00		
F.17	PSMM 3.3	Constructing slab as per relevant dwg HHO-7448-101-1102 over:				
F.17.1		a) Channel	No.	20.00		
F.17.2		b) Manhole	N0.	10.00		
F.18	PSMM 3.4	Extend and make good manhole complete with grid inlet as per relevant dwg HHO-7448-101-2402	No.	3.00		
		Intersection 3: Church Street and Porter Street				
		PERMANENT TRAFFIC SIGNS				
F.19	PSMM 3.1	Permanent road signs	No.	8.00		
F.20	8.3.3	Sign Supports				
F.20.1		b) 75mm Steel tubing galvanized	No.	8.00		
F.21	8.1.1 & 8.3.4	Excavation for sign supports and backfilling with in-situ material	m³	4.00		
		ROAD MARKINGS				
F.22	8.4.1	Non-reflectorized paint applied at nominal rate of 0,42 l/m2				
F.22.1		a) White lines (broken or unbroken) (width 100mm)	km	0.04		
Total Carried Forward						

PIONEER SCHOOL NON-MOTORISED TRANSPORT FACILITY

SECTION F: ANCILLARY ROADWORKS

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE R	AMOUNT R
Brought forward						
F.22.2		c) White characters and symbols	m ²	85.00		
F.22.3		f) White lines (broken or unbroken) (width 300mm)	km	0.01		
F.22.4		g) Yellow lines (broken or unbroken) (width 300mm)	km	0.00		
F.23	8.4.2	Variation in rate of application from that stated for item H.12				
F.23.1		a) White paint	ℓ	35.00		
F.24	8.4.4	Setting out and pre-marking of lines (excluding traffic island markings, characters, and symbols)	km	0.05		
F.25	PSMM 3.2	Removal of existing road markings and symbols	m ²	50.00		
F.26	PSMM 3.3	Constructing slab as per relevant dwg HHO-7448-101-1102 over:				
F.26.1		a) Channel	No.	80.00		
		Raised Pedestrian Crossing: Tulbagh Street				
		PERMANENT TRAFFIC SIGNS				
F.27	PSMM 3.1	Permanent road signs	No.	2.00		
F.28	8.3.3	Sign Supports				
F.28.1		b) 75mm Steel tubing galvanized	No.	2.00		
F.29	8.1.1 & 8.3.4	Excavation for sign supports and backfilling with in-situ material	m ³	1.00		
		ROAD MARKINGS				
F.30	8.4.1	Non-reflectorized paint applied at nominal rate of 0,42 l/m ²				
F.30.1		a) White lines (broken or unbroken) (width 100mm)	km	0.02		
F.30.2		c) White characters and symbols	m ²	15.00		
F.30.3		f) White lines (broken or unbroken) (width 300mm)	km	0.01		
F.31	8.4.2	Variation in rate of application from that stated for item H.12				
F.31.1		a) White paint	ℓ	7.00		
F.32	8.4.4	Setting out and pre-marking of lines (excluding traffic island markings, characters, and symbols)	km	0.03		
F.33	PSMM 3.2	Removal of existing road markings and symbols	m ²	5.00		
Total Carried Forward						

PIONEER SCHOOL NON-MOTORISED TRANSPORT FACILITY

SECTION F: ANCILLARY ROADWORKS

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE R	AMOUNT R
Brought forward						
		Raised Pedestrian Crossing: Porter Street				
		PERMANENT TRAFFIC SIGNS				
F.34	PSMM 3.1	Permanent road signs	No.	2.00		
F.35	8.3.3	Sign Supports				
F.35.1		b) 75mm Steel tubing galvanized	No.	2.00		
F.36	8.1.1 & 8.3.4	Excavation for sign supports and backfilling with in-situ material	m ³	1.00		
		ROAD MARKINGS				
F.37	8.4.1	Non-reflectorized paint applied at nominal rate of 0,42 l/m ²				
F.37.1		a) White lines (broken or unbroken) (width 100mm)	km	0.02		
F.37.2		c) White characters and symbols	m ²	15.00		
F.37.3		f) White lines (broken or unbroken) (width 300mm)	km	0.01		
F.38	8.4.2	Variation in rate of application from that stated for item H.12				
F.38.1		a) White paint	ℓ	7.00		
F.39	8.4.4	Setting out and pre-marking of lines (excluding traffic island markings, characters, and symbols)	km	0.03		
F.40	PSMM 3.2	Removal of existing road markings and symbols	m ²	5.00		
		Speedhump: PnP entrance				
		PERMANENT TRAFFIC SIGNS				
F.34	PSMM 3.1	Permanent road signs	No.	1.00		
F.35	8.3.3	Sign Supports				
F.35.1		b) 75mm Steel tubing galvanized	No.	1.00		
F.36	8.1.1 & 8.3.4	Excavation for sign supports and backfilling with in-situ material	m ³	0.50		
		ROAD MARKINGS				
F.37	8.4.1	Non-reflectorized paint applied at nominal rate of 0,42 l/m ²				
F.37.1		a) White lines (broken or unbroken) (width 100mm)	km	0.02		
F.37.2		c) White characters and symbols	m ²	15.00		
Total Carried Forward						

PIONEER SCHOOL NON-MOTORISED TRANSPORT FACILITY

SECTION F: ANCILLARY ROADWORKS

[illegible]

SUMMARY OF SECTIONS		
SECTION	DESCRIPTION	AMOUNT R
A	SITE CLEARANCE	
B	SUBBASE	
C	ASPHALT BASE AND SURFACING	
D	SEGMENTED PAVING	
E	KERBING AND CHANNELLING	
F	ANCILLARY ROADWORKS	
<i>SUBTOTAL</i>		
Add 15% VAT		
Total Carried Forward To Summary Of Schedules		

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. T 2023/15: PIONEER SCHOOL NON-MOTORISED TRANSPORT IMPROVEMENTS** has been based.

SIGNATURE OF TENDERER/S

DATE

Part C3: Scope of Work

	Pages
C3.1 Description of the Works	105-106
C3.2 Engineering	107
C3.3 Construction: Works Specifications	108-114
C3.4 Health and Safety Specifications	115 - 127

CAPE WINELANDS DISTRICT MUNICIPALITY

CONTRACT NO. T 2023/15

PIONEER SCHOOL NON-MOTORISED TRANSPORT IMPROVEMENTS

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. T 2023/15

PIONEER SCHOOL NON-MOTORISED TRANSPORT IMPROVEMENTS

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 phase of improvements to priority crossings for the blind at Pioneer School 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 for the completion of the works.

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 road crossings at intersections infrastructure (sidewalks), improving of road signage and road markings, applying traffic calming measures (speed humps), The specific improvements aimed at improved access and pedestrian safety especially for the blind.

The upgrading of intersections will take place in Porter and Tulbagh Streets, Worcester.

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.
- Upgrading of pedestrian crossings.
- Upgrading / construction of street intersections.
- Construction or rehabilitation of speed humps.
- Road signage and markings as required for traffic calming measures.
- Road's reinstatement and formalising of access points.

C3.1.4 Location of the Works

The upgrading of intersections will take place in Porter and Tulbagh Streets, Worcester.

The town of Worcester is located ± 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. T 2023/15

PIONEER SCHOOL NON-MOTORISED TRANSPORT IMPROVEMENTS

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
HHO-7448-101-1000	Locality Plan
HHO-7448-101-1001	General Layout – Sheet 1
HHO-7448-101-1002	General Layout – Sheet 2
HHO-7448-101-1003	General Layout – Sheet 3
HHO-7448-101-1004	General Layout – Sheet 4
HHO-7448-101-1005	General Layout – Sheet 5
HHO-7448-101-1101	Typical Cross Sections
HHO-7448-101-1201	Roadway Setting – Out Sheet 1
HHO-7448-101-1202	Roadway Setting – Out Sheet 2
HHO-7448-101-1203	Roadway Setting – Out Sheet 3
HHO-7448-101-1204	Roadway Setting – Out Sheet 4
HHO-7448-101-1205	Roadway Setting – Out Sheet 5
HHO-7448-101-1601	Existing Services Layout Sheet 1
HHO-7448-101-1602	Existing Services Layout Sheet 2
HHO-7448-101-1603	Existing Services Layout Sheet 3
HHO-7448-101-1604	Existing Services Layout Sheet 4
HHO-7448-101-1801	Road marking Layout Sheet 1
HHO-7448-101-1802	Road marking Layout Sheet 2
HHO-7448-101-1803	Road marking Layout Sheet 3
HHO-7448-101-1804	Road marking Layout Sheet 4
HHO-7448-101-1805	Road marking Layout Sheet 5
HHO-7448-101-3401	Typical Details: Kerb and Channel
HHO-7448-101-3402	standard Details: Kerb Inlet Catchpit Details
HHO-7448-101-3403	Typical Details: Handrail
HHO-7448-101-3404	Typical Details: TGSI Paving
HHO-7448-101-3405	Typical Details: Raised Pedestrian Crossing & Typical Speed Hump

CAPE WINELANDS DISTRICT MUNICIPALITY

CONTRACT NO. T 2023/15

PIONEER SCHOOL NON-MOTORISED TRANSPORT IMPROVEMENTS

C3.3 Construction

C3.3.1 Applicable Standardised Specifications

C3.3.2 Plant and Materials

C3.3.3 Existing Services

C3.3.4 Site Establishment and Facilities

C3.3.5 Amendments to Standardised Specifications

C3.3.6 Particular Specifications

CAPE WINELANDS DISTRICT MUNICIPALITY

CONTRACT NO. T 2023/15

PIONEER SCHOOL NON-MOTORISED TRANSPORT IMPROVEMENTS

C3.3 Construction

C3.3.1 Applicable Standardised Specifications

- THE STANDARD SPECIFICATIONS

APPLICABLE EDITIONS OF SPECIFICATIONS AND STANDARDS

Every specification or standard referred to but not bound into the contract documents shall be latest edition or amendment published within three months of the date set for the receipt of tenders.

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

SANS STANDARD SPECIFICATIONS

SANS / SABS 1200 Series of Standardised Specifications for Civil Engineering Construction shall be used where referred to. The latest issues of the 'SANS 1200 SPECIFICATION' listed below shall be applicable to this contract:

CIVIL WORKS:

SANS 1200 C	Site Clearance
SANS 1200 DM	Earthworks (Roads, Subgrade)
SANS 1200 ME	Sub-base
SANS 1200 MH	Asphalt Base and Surfacing
SANS 1200 MK	Kerbing and Channelling
SANS 1200 MM	Ancillary Roadworks

PROJECT SPECIFICATIONS

• PORTION 3: VARIATIONS AND ADDITIONS TO STANDARDISED SPECIFICATIONS

PREAMBLE: CIVIL WORKS VARIATIONS AND ADDITIONS

All clauses which are labelled with the lettering 'PS' followed by other letters shall cover variations of the Standardised Specification to which the clause refers. Where applicable the heading of the clause in the Project Specification will indicate the clause in the standardised specification to which it refers.

For example:

PSG 1.2 AGGREGATES FOR PLAIN CONCRETE (Sub-clause 3.4.2)

This heading indicates that this is clause 1.2 of the Project Specification which is to be read in conjunction with Sub-clause 3.4.2 of the Standardised Specification SANS 1200 G (Concrete -Structural) and the clause is concerning aggregates for plain concrete. When no letters precede a clause number the clause number shall be deemed to apply to the Standardised Specification under review.

CIVIL WORKS VARIATIONS AND ADDITIONS

PSC SITE CLEARANCE (Refer to SANS 1200 C)

PSC 1 SITE CLEARANCE

PSC 1.1 Disposal of Material (Sub-clause 3.1)

Notwithstanding the provisions of SANS 1200 C 3.1 the Contractor shall make his own arrangements for locating an acceptable dumping site. Any charges for use of such dumping site or other costs involved with disposal of material, including transport, will be deemed to be included in the rates tendered for clearing operations. Documentary approvals for the use of any dumping site needs to be provided to the Employer's Agent for approval in terms of the Environmental Management Plan.

PSC 8 MEASUREMENT AND PAYMENT

PSC 8.1 Removal of existing kerb and channel stockpile good materials and dispose of surplus material (all radii)

(i)	Kerb only.....	Unit: m
(ii)	Kerb and channel.....	Unit: m
(iii)	Edging.....	Unit: m

The rate tendered shall include full compensation for neatly removing the elements, storing of good elements and must include for the removal off site of the broken elements and for the spoil at an acceptable dumping site.

PSC 8.2 Removal of existing roadsigns store and re-erect.

(i)	Single pole signs.....	Unit: m
-----	------------------------	---------

The rate tendered shall include full compensation for removing the roadsign, storing and re-erecting completely.

PSC 8.3 Removal of existing concrete sidedrain and re-install..... Unit: m

The rate tendered shall include full compensation for removing the sidedrain completely, storing and re-installing as instructed by the Engineer.

PSC 8.4 Provisional Sum allowed for accommodation of traffic.....Unit: Provisional (Prov) Sum

A Provisional sum for accommodation of traffic has been provided for.

Expenditure under this item shall be in accordance with the general conditions of contract.

The traffic accommodation shall take into account the provisions of the latest edition of the South African Road Traffic Signs Manual (SARTSM). The latest version is volume 2, chapter 13 of June 1999 edition. The traffic accommodation plan shall be approved by the Engineer.

PSDM EARTHWORKS (ROADS, SUBGRADE) (Refer to SANS 1200 DM)

PSDM 2 CONSTRUCTION

PSDM 2.1 Spoil Sites

The Contractor will not be permitted to spoil materials on the site of the works. In such cases he shall make his own arrangements for locating sites at which he may spoil material.

PSME SUBBASE (Refer to SANS 1200 ME)

PSME 1 MATERIALS

PSME 1.1 Physical Properties (Sub-clause 3.2.1)

PSME 1.1.1 Notwithstanding the provisions of Sub-clause 3.2.1 (a) the maximum dimension of the coarse aggregate shall not exceed 63 mm.

PSME 1.1.2 Notwithstanding the provisions of Sub-clause 3.2.1 (d) the sub-base material should have a CBR after soaking of not less than 45 at 95% Mod AASHTO density and a maximum swell of 0,5 % at 100 % Mod AASHTO density.

PSME 8 MEASUREMENT AND PAYMENT

Notwithstanding the provision of SANS 1200 ME, all rates shall be inclusive of haulage.

PSME 8.1 Raising or lowering of existing manholes

The provision of SANS 1200 LD 8.2.12 shall apply.

PSME 8.2 Extra over item 8.3.3 (a) for protection of existing services

The provision of SANS 1200 DB 8.3.5 shall apply.

PSMH ASPHALT BASE AND SURFACING (Refer to SANS 1200 MH)

PSMH 1 MATERIALS

PSMH 1.2 Aggregates (Sub-clause 3.5)

PSMH 1.2.1 Grading

Notwithstanding the provision of SANS 1200 MH 3.5.8 the grading of the asphalt surfacing shall conform to the following:

Screen	Percentage passing
--------	--------------------

Sizes	Surfacing
26,5	-
19,0	-
13,2	100
9,5	80 - 100
4,75	54 - 75
2,36	35 - 50
0,300	12 - 23
0,075	6 - 10

The grading given above may be varied at the discretion of the Employer's Agent. The grading of the aggregate in the job mixes shall be approved by the Employer's Agent and variations from the mean of the grading given above will not constitute grounds for any additional payment.

PSMH 2 CONSTRUCTION

PSMH 2.1 Joining new surfacing to old

Wherever new asphalt surfacing joins old construction, and where premix has to be removed to construct brick paved pedestrian crossings, a competent joint shall be cut by means of an approved power saw. The cut shall be made through the full depth of the surfacing.

PSMH 3 MEASUREMENT AND PAYMENT

Notwithstanding the provision of SANS 1200 MH, all rates shall be inclusive of haulage.

PSMH 3.1 Cut existing bituminous surface with an approved saw to roadway for thickness up to 60mm.....Unit: m

The tendered rate shall fully cover all labour, equipment, transport and any incidentals necessary for cutting the surfacing. It shall also include for marking the lines to be cut.

PSMH 3.2 Removal of existing bituminous surfacing (<60mm).....Unit: m

The unit of measurement shall be square metres of surfacing removed up to a depth of 60mm. The tendered rate shall fully cover all labour, equipment, transport and any incidentals necessary for breaking down, excavating, loading and transporting the material to an approved spoil site. The tendered rate shall also include work in restricted areas.

PSMK KERBING AND CHANNELLING (refer to SANS 1200 MK)

PSMK 1 MATERIALS

PSMK 1.1 Precast Kerbing and Channelling (Sub-clause 3.1)

Kerbs and channels shall be the types shown on the drawings.

Kerb and Channel lengths of 300mm shall be used for bell mouths and for radii less than 20m. Kerbing of radii less than 1m shall be cast in-situ.

PSMK 1.2 Road Name Kerbs

Road name kerbs shall be provided at bell mouths as indicated by the Employer's Agent. The recessed letters shall be painted in yellow with an approved paint. The names shall be as instructed by the Employer's Agent.

PSMK 2 CONSTRUCTION

PSMK 2.1 Expansion Joints (Sub-clause 5.2)

Provisions shall be made for expansion joints of width at least 12mm at intervals not exceeding 10m for all kerbing, channelling and edging.

Expansion joints shall be filled with a sealant which complies with the requirements of SANS MK Sub-clause 3.5.

PSMK 3 MEASUREMENT AND PAYMENT

PSMK 3.1 Expansion Joint Sealant

No separate allowance shall be made for the application of expansion joint sealant the cost of which is deemed to be covered in the rates.

PSMK 3.2 Road Name Kerbs Unit: No

The unit of measurement shall be the number of road name kerbs provided in accordance with the specifications. The tendered rate shall cover the supply of all materials and all labour, plant, transport and supervision costs associated with this work item.

PSMK 3.3 Tactile paving as per SANS 784 2008 and as per relevant dwg...

- (i) Warning indicator pattern.....Unit: m²
(ii) Directional indicator.....Unit: m²

The unit of measurement shall be the area of precast concrete paving panels installed as indicated on the relevant drawing. The tendered rate shall cover the costs of supply of all materials and all labour, transport, plant, supervision and any other cost associated with this item.

PSMM ANCILLARY ROADWORKS (Refer to SANS 1200 MM)

PSMM 1 SCOPE

Notwithstanding the provisions of SANS 1200 MM Sub-clause 1.1, this specification also covers the provision and erection of security fencing.

PSMM 3 MEASUREMENT AND PAYMENT

PSMM 3.1 Permanent Road Signs Unit: No

Notwithstanding the provisions of Sub-clauses SANS 1200 MM 8.3.1, 8.3.2, 8.3.3 and 8.3.4 the tendered rate for road signs shall be all inclusive for the supply and erection of standard road signs with 1,4mm galvanized steel sign faces with Engineering grade retro-reflective background and high-intensity grade border, characters, symbols and legend. Signs shall be ground mounted on steel posts backfilled with a soil-cement mixture. All signs are to be manufactured and erected in accordance with the SA Road Traffic Signs Manual (as amended 1993). Separate items will be provided for different sign sizes and types.

PSMM 3.2 Removal of existing road markings and symbols..... Unit: m²

The unit of measurement shall be square meters of broken or unbroken white or yellow lines, of width 100mm to 150mm, actually removed. (Spaces between markings in broken lines will not be included in the overall area).

The tendered rate shall cover all costs associated with the removal of road markings by sand-blasting. Repainting of road markings and painting of temporary road markings will be provided for separately under section 10 of the schedule.

PSMM 3.3 Construct slab as per relevant dwg..... over:

- a) Channel..... Unit: m
- b) Manhole..... Unit: m

The unit of measure shall be the meter of slab constructed.

The tendered rate shall cover all costs associated with the with constructing the slabs in accordance with the drawings.

PSMM 3.4 Extend and make good manhole complete with grid inlet as per relevant dwg..... Unit: No

The unit of measurement shall be the number of manholes extended and made good.

The tendered rate shall cover all costs associated with the breaking of the one wall, disposing of material at an approved spoil site, extending the manhole to the new size complete and making good any defects and supply and install the grid inlets all in accordance with the relevant drawings.

PSMM 3.5 Installation of speedhump complete as per relevant dwg..... Unit: No

The unit of measurement shall be the number of speedhumps installed.

The tendered rate shall cover all costs associated with the installation of the speedhumps in accordance with the drawings and shall include supply of all materials, labour, transport and making good any elements.

PSMM 3.6 Installation of handrails complete as per relevant dwg..... Unit: m

The unit of measurement shall be the meter of handrail installed.

The tendered rate shall cover all costs associated with the installation of the railings in accordance with the drawings and shall include supply of all materials, labour, transport and making good any elements.

C3.4 Occupational Health & Safety Specification

PHS PARTICULAR SPECIFICATION: OCCUPATIONAL HEALTH & SAFETY

CONTENTS

PHS 01	DOCUMENT PURPOSE AND INTENT
PHS 02	SPECIFICATION CONTROL SHEET
PHS 03	APPLICATION AND INTERPRETATION
PHS 04	NOTIFICATION OF CONSTRUCTION WORK
PHS 05	LEGAL DOCUMENTATION/APPOINTMENTS
PHS 06	GENERAL DUTIES OF PRINCIPAL CONTRACTOR
PHS 07	SUPERVISION OF CONSTRUCTION WORK
PHS 08	RISK ASSESSMENT
PHS 08(B)	SAFE WORKING PROCEDURES
PHS 09	FALL PROTECTION
PHS 10	COMMUNICATION
PHS 11	REGISTERS
PHS 12	TRAINING
PHS 13	AGENT HEALTH AND SAFETY INSTRUCTION REGISTER
PHS 14	GENERAL REQUIREMENTS
PHS 15	HAZARDOUS CHEMICAL SUBSTANCES (INCLUDING ASBESTOS AND LEAD)
PHS 16	ASBESTOS (ADDITIONAL REQUIREMENTS)
PHS 17	LEAD (ADDITIONAL REQUIREMENTS)
PHS 18	NOISE INDUCED HEARING LOSS
PHS 19	THERMAL (HEAT)
PHS 20	LIGHTING
PHS 21	HAZARDOUS BIOLOGICAL AGENTS (HBA)

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: PIONEER SCHOOL NON-MOTORISED TRANSPORT
IMPROVEMENTS

Contract No: T 2023/15

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)
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 Principal 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 demolishment
- 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		Muscular pain syndromes	
	Repetitive strain		Tenosynovitis	

	Abnormal postures Whole body vibration	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.

VITY	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 to 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