

TENDER NO. 372Q/2021/22



CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD

SCM - 518 Approved by Branch Manager: 03/04/2020

Version: 5

Page 1 of 277

FRAMEWORK CONTRACT DOCUMENT (WINNER-TAKES-ALL TYPE)

FOR THE

TERM TENDER FOR REPAIRS AND MAINTENANCE OF ASPHALT AND PAVED SURFACES TO MUNICIPAL FACILITIES WITHIN THE CITY OF CAPE TOWN

Framework Contract Period: Not exceeding 36 Months from
Commencement Date

Works Projects: Above R0 up to R4 000 000

VOLUME 1: TENDERING PROCEDURES

NOTE:

- The Form of Offer and Acceptance (C1.1) is on **page 36** of this document
- Table 1: Preference Schedule (B-BBEE contribution) is on **page 163** of this document

ISSUED BY:	COMPILED BY:	For official use.
DIRECTOR: FACILITIES MANAGEMENT CITY OF CAPE TOWN Tower Block, Civic Centre 12 Hertzog Boulevard CAPE TOWN 8001	FACILITIES MANAGEMENT CITY OF CAPE TOWN Tower Block, Civic Centre 12 Hertzog Boulevard CAPE TOWN 8001	TENDER SERIAL No.:
		SIGNATURES OF CITY OFFICIALS AT TENDER OPENING
		1.
		2.
		3.

June 2022

NAME OF TENDERING ENTITY	
EMAIL ADDRESS OF TENDERING ENTITY	
FAX NUMBER OF TENDERING ENTITY	
NATURE OF TENDER OFFER (please indicate below)	
Main Offer (see clause C.2.12)	
Alternative Offer (see clause C.2.12)	

FILE REFERENCE NO: |

CITY OF CAPE TOWN

FACILITIES MANAGEMENT

CONTRACT NO. 372Q/2021/22

TERM TENDER FOR REPAIRS AND MAINTENANCE OF ASPHALT AND PAVED SURFACES TO MUNICIPAL FACILITIES WITHIN THE CITY OF CAPE TOWN

General Tender Information

TENDER ADVERTISED	:	[10 June 2022]
CIDB CONTRACTOR GRADING DESIGNATION	:	[7CE] or higher
SITE VISIT/CLARIFICATION MEETING	:	[12h00pm on 24 June 2022 (Not compulsory, but strongly recommended)]
VENUE FOR SITE VISIT/CLARIFICATION MEETING	:	Bellville Civic Centre, Council Chamber, 2 Voortrekker Road, Bellville
CLOSING DATE	:	[13 July 2022]
CLOSING TIME	:	[10h00 am]
TENDER BOX & ADDRESS	:	Tender Box 130 at the Tender & Quotation Box Office , 2 nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town.

The Tender Document (which includes the Form of Offer and Acceptance) completed in all respects, plus any additional supporting documentation required, must be submitted in a sealed envelope with the name and address of the tenderer, the tender No. and title, the tender box No. 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 (Tender Distribution Office) 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.

TENDERERS MUST NOTE THAT WHEREVER THIS DOCUMENT REFERS TO ANY PARTICULAR TRADE MARK, NAME, PATENT, DESIGN, TYPE, SPECIFIC ORIGIN OR PRODUCER, SUCH REFERENCE SHALL BE DEEMED TO BE ACCOMPANIED BY THE WORDS 'OR EQUIVALENT'

CITY OF CAPE TOWN

FACILITIES MANAGEMENT

CONTRACT NO. 372Q/2021/22

TERM TENDER FOR REPAIRS AND MAINTENANCE OF ASPHALT AND PAVED SURFACES TO MUNICIPAL FACILITIES WITHIN THE CITY OF CAPE TOWN

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CITY OF CAPE TOWN

FACILITIES MANAGEMENT

CONTRACT NO. 372Q/2021/22

TERM TENDER FOR REPAIRS AND MAINTENANCE OF ASPHALT AND PAVED SURFACES TO MUNICIPAL FACILITIES WITHIN THE CITY OF CAPE TOWN

T1.1 Tender Notice and Invitation to Tender

The **CITY OF CAPE TOWN**, (Department: Facilities Management), invites tenders for Tender No. **372Q/2021/22: TERM TENDER FOR REPAIRS AND MAINTENANCE OF ASPHALT AND PAVED SURFACES TO MUNICIPAL FACILITIES WITHIN THE CITY OF CAPE TOWN.**

Tenderers must be registered on Supplier Databases as described in the tender conditions.

Tenderers who are not registered on these Databases are not precluded from submitting tenders, but must however be registered upon being requested to do so in writing and within the period contained in such a request.

Tenderers must have a CIDB contractor grading designation of **7CE or higher**.

Preferences are offered to tenderers who tender in accordance with the Preferential Procurement Regulations, 2017.

The physical address for collection of tender documents is:

Tender Distribution Office, 2nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town.

Documents may be collected during working hours between 08:30 – 15:00 from **10 June 2022**.

A non-refundable tender fee of R300.00 is required on collection of the tender document by cash or EFT on collection of the tender documents.

Queries relating to any issues in these documents may be addressed to Mr Satisfy Xolisa Vena, Tel No. 021 487 2728 / 083 947 1541, e-mail satisfy.vena@capetown.gov.za

A non-compulsory but strongly recommended site visit/clarification meeting with representatives of the Employer will take place at the Bellville Civic Centre, Council Chamber, No.2 Voortrekker Road, Bellville (Refer to Locality Plan – Site Visit/Clarification Meeting Venue overleaf) on **24 June 2022** starting at **12:00pm**.

The closing time for receipt of tenders is **10:00am** on **13 July 2022**.

Telegraphic, telephonic, telex, facsimile, e-mail and late tenders will not be accepted.

Tenders may only be submitted on the tender documentation that has been issued. Printed Schedules of Rates, in the same format (that is, layout, scheduled items, units and quantities, if applicable) as those issued electronically by the Employer upon request, may be submitted as stated in the Tender Data.

Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the Tender Data.

The Employer's Information Officer who is responsible for overseeing questions in relation to data protection may be contacted at Popia@capetown.gov.za.

By submitting a tender to the City of Cape Town, (and by concluding any ensuing related agreement with the City of Cape Town, if applicable), the Tenderer thereby acknowledges and unconditionally agrees:

- 1.1. that the tenderer has been informed of the purpose of the collection and processing of its personal information as defined in the Protection of Personal Information Act of 2013 ("POPIA"), which, for the avoidance of doubt is for, and in relation to, the tender process and the negotiation, conclusion, performance and enforcement of the ensuing agreement, if applicable, as well as for the City of Cape Town's reporting purposes;

- 1.2 to the collection and processing of the tenderer's personal information by the City of Cape Town and agrees to make available to the City of Cape Town, all information reasonably required by the City of Cape Town for the above purposes;
- 1.3 that the personal information the City of Cape Town collects from the tenderer or about the tenderer may be further processed for other activities and/or purposes which are lawful, reasonable, relevant and not excessive in relation to the purposes set out above, for which it was originally collected;
- 1.4 that, the tenderer indemnifies the City of Cape Town and its officials, employees, and directors and undertakes to keep the City of Cape Town and its officials, employees, and directors indemnified in respect of any claim, loss, demands, liability, costs and expenses of whatsoever nature which may be made against the City of Cape Town (including the costs incurred in defending or contesting any such claim) in relation to the tenderer or the tenderer's employees', representatives' and/or sub-contractors' non-compliance with POPIA and/or the City of Cape Town's failure to obtain the tenderer's consent or to notify the tenderer of the reason for the processing of the tenderer's personal information;
- 1.5 to the disclosure of the tenderer's personal information by the City of Cape Town to any third party, where the City of Cape Town has a legal or contractual obligation to disclose such personal information to the third party (or a legitimate interest exists therein);
- 1.6 that, under POPIA, the tenderer may request to access, confirm, request the correction, destruction, or deletion of, or request a description of, personal information held by the City of Cape Town in relation to you, subject to applicable law; and
- 1.7 that under POPIA, subject to applicable law, the tenderer also has the right to be notified of a personal information breach and the right to object to, or restrict, the City of Cape Town's processing of its personal information.



CITY OF CAPE TOWN
FACILITIES MANAGEMENT
CONTRACT NO. 372Q/2021/22
TERM TENDER FOR REPAIRS AND MAINTENANCE OF ASPHALT AND PAVED SURFACES TO
MUNICIPAL FACILITIES WITHIN THE CITY OF CAPE TOWN

LOCALITY PLAN – SITE VISIT/CLARIFICATION MEETING VENUE

TERM TENDER FOR REPAIRS AND MAINTENANCE OF ASPHALT AND PAVED SURFACES TO MUNICIPAL FACILITIES WITHIN THE CITY OF CAPE TOWN

T1.2 Tender Data

The conditions of tender for the Framework Contract are the Standard Conditions of Tender as contained in Annex C of Government Gazette No. 42622 of 8 August 2019, Construction Industry Development Board (CIDB) Standard for Uniformity in Construction Procurement. (see www.cidb.org.za) which are reproduced without amendment or alteration for the convenience of tenderers as an Annex to this Tender Data.

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

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

Clause number **Tender Data**

C.1 **General**

C.1.1 **Actions**

C.1.1.1 *Add the following:*

The parties agree that this tender, its evaluation and acceptance and any resulting contract shall also be subject to the Employer's Supply Chain Management Policy ('SCM Policy') that was applicable on the date the bid was advertised. Please refer to this document contained on the Employer's website.

Abuse of the supply chain management system is not permitted and may result in the tender being rejected, cancellation of the contract, restriction of the supplier, and/or the exercise by the Employer of any other remedies available to it as described in the SCM Policy.

The Employer is the City of Cape Town, represented by the Director: Facilities Management.

In addition to the above, the following further documents are part of the tender:

VOLUME 4: Drawings (listed in C3.2 Engineering and, if applicable, in each Works Project)

VOLUME 5 : The General Conditions of Contract for Construction Works, Third Edition, 2015, prepared by the South African Institution of Civil Engineering (SAICE). 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 6 : The SANS 1200 Standardised Specifications for Civil Engineering Construction prepared by the South African Bureau of Standards (SABS). These publications are available and tenderers must obtain copies at their own cost from SABS, 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.

VOLUME 7: The Works Project contract document (this is a separate document to be issued for each Works Project)

C.1.3 **Interpretation**

Add the following to C.1.3.3:

- C.1.3.3 g) **framework contract** means the Framework Contract defined in Part C1.2 Contract Data
h) **standby panel** means Standby Panel defined in Part C1.2 Contract Data
i) **winner** means Winner defined in Part C1.2 Contract Data

- j) **winner-takes-all** means the basis on which the highest ranked contractor in a Area, “the winner” in terms of the framework tender evaluation, is allocated work on an on-going basis, unless he refuses a work opportunity (or if his offer is non-responsive/invalid), in which circumstance, if a standby panel has been appointed for that Area, the next highest ranked contractor will be offered such work and so on until a contractor accepts
- k) **Works Project** means Works Project defined in Part C1.2 Contract Data.

C.1.4

Communication and employer’s agent

Delete the first sentence of the clause and replace with the following:

Verbal or any other form of communication, from the Employer, its employees, agents or advisors 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, unless communicated by the Employer in writing to suppliers by its Director: Supply Chain Management or his nominee.

The Employer’s agent is:

Name: Mr Satisfy Xolisa Vena (Designation – SPO Facilities Management)
 Address: City of Cape Town
 Civic Centre
 12 Hertzog Boulevard
 Cape Town 8001
 Tel: 021 487 2728
 Cell: 083 947 1541
 E-mail: satisfy.vena@capetown.gov.za

C.1.5

Cancellation and Re-Invitation of Tenders

*Delete the fulstop at the end of C.1.5.1 d) and replace with
 Add the following after C.1.5.1 d):*

- e) the parties are unable to negotiate market related pricing.

C.1.6

Procurement procedures

C.1.6.1

General

Add the following:

For the purposes of this tender, four Areas within the City of Cape Town municipal area have been identified and are outlined in the table below.

Area	Work Areas
Area 1	Work Areas will be anywhere within a Area.
Area 2	Refer to the drawings for the boundaries of each Area (where ambiguity exists as to the exact location of the boundary, i.e. if the boundary is shown as being directly on a road, then the boundary shall always be either to the north or the east of the road in question).
Area 3	
Area 4	

The Employer intends to appoint two tenderers (the highest ranked tenderer (“the winner”) and in addition a standby panel of one tenderer) for each Area for the allocation of work on a “winner-takes-all” basis in terms of the definitions in C.1.3 above, but reserves the right to appoint fewer tenderers to the standby panel, or not to appoint a winner and/or standby panel at all, for an Area or Areas.

Contractors, once appointed and subject to operational requirements, will be invited to execute the Works by means of Works Projects in their Area(s) on a “winner-takes-all” basis, whereby the work will always be offered and, if accepted, allocated to the highest ranked tenderer (“the winner”) in the framework contracts for that Area, and only if he refuses (or if his offer is non-responsive/invalid) will the work be offered to the next highest ranked tenderer in terms of C.1.3.3 j).

Each Works Project shall be in the value range of above R0 up to R4 000 000 (including contingencies and VAT, but excluding contract price adjustment, if applicable).

The framework contract period shall be for a period of **not exceeding 36 months** from the commencement date of the contract, as stated in Part C1.2 Contract Data.

C.1.6.2

Competitive negotiation procedure

Add the following to C.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 C.1.6.3:

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

[[
Add the following after C.1.6.3.2.2

C.1.6.4 **Nomination of Alternative Bidder**

Alternative Bidder means a bidder, identified at the time of awarding a bid, that will be considered for award should the contract be terminated for any reason whatsoever. In the event that a contract is terminated during the execution thereof, the CCT may consider the award of the contract, or non-award, to the alternative bidder in terms of the procedures included its SCM Policy.

C.1.6.5 **Objections, complaints, queries and disputes/ Appeals in terms of Section 62 of the Systems Act/ Access to court**

[[
C.1.6.5.1 **Disputes, objections, complaints and queries**

In terms of Regulations 49 and 50 of the Local Government: Municipal Finance Management Act, 56 of 2003 – Municipal Supply Chain Management Regulations (Board Notice 868 of 2005):

- a) Persons aggrieved by decisions or actions taken by the City of Cape Town 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.

C.1.6.5.2 **Appeals**

- a) In terms of Section 62 of the Local Government: Municipal Systems Act, 32 of 2000 a person whose rights are affected by a decision taken by the City, may appeal against that decision by giving written notice of the appeal and reasons to the City Manager within 21 days of the date of the notification of the decision.
- b) An appeal must contain the following:
 - i) Must be in writing
 - ii) It must set out the reasons for the appeal
 - iii) It must state in which way the Appellant's rights were affected by the decision;
 - iv) It must state the remedy sought; and
 - v) It must be accompanied with a copy of the notification advising the person of the decision
- c) The relevant City appeal authority must consider the appeal and **may confirm, vary or revoke** the decision that has been appealed, but no such revocation of a decision may detract from any rights that may have accrued as a result of the decision.

[[
C.1.6.5.3 **Right to approach the courts and rights in terms of Promotion of Administrative Justice Act, 3 of 2000 and Promotion of Access to Information Act, 2 of 2000**

The sub- clauses above 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.

[[
C.1.6.5.4 All requests referring to sub clauses C.1.6.5.1 and C.1.6.5.2 must be submitted in writing to:
The City Manager - C/o the Manager: Legal Compliance Unit, Legal Services Department, Corporate Services Directorate

Via hand delivery at: 20th Floor, Tower Block, 12 Hertzog Boulevard, Cape Town 8001

Via post at: Private Bag X918, Cape Town, 8000

Via fax at: 021 400 5963 or 021 400 5830

Via email at: MSA.Appeals@capetown.gov.za

C.1.6.5.5 All requests referring to clause C.1.6.5.2 3 regarding access to information or reasons must be submitted in writing to:

The City Manager - C/o the Manager: Access to Information Unit, Corporate Services Directorate

Via hand delivery at: 20th Floor, Tower Block, 12 Hertzog Boulevard, Cape Town 8001

Via post at: Private Bag X918, Cape Town, 8000

Via fax at: 086 202 9982

Via email at: Access2info.Act@capetown.gov.za

[[
C.1.7 **City of Cape Town Supplier Database Registration**

Tenderers are required to be registered on the CCT Supplier Database as a service provider. Tenderers must register as such upon being requested to do so in writing and within the period contained in such a request, failing which no orders can be raised or payments processed from the

resulting contract. In the case of Joint Venture partnerships this requirement will apply individually to each party of the Joint Venture.

Tenderers who wish to register on the City of Cape Town's Supplier Database may collect registration forms from the Supplier Management Unit located within the Supplier Management / Registration Office, 2nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town (Tel 021 400 9242/3/4/5). Registration forms and related information are also available on the City of Cape Town's website www.capetown.gov.za (follow the Supply Chain Management link to Supplier registration).

C.1.8

National Treasury Web Based Central Supplier Database (CSD) Registration

Tenderers are required to be registered on the National Treasury Web Based Central Supplier Database (CSD) as a service provider. Tenderers must register as such upon being requested to do so in writing and within the period contained in such a request, failing which no orders can be raised or payments processed from the resulting contract. In the case of Joint Venture partnerships this requirement will apply individually to each party of the Joint Venture.

Tenderers who wish to register on the National Treasury Web Based Central Supplier Database (CSD) may do so via the web address <https://secure.csd.gov.za>.

It is each tenderer's responsibility to keep all the information on the National Treasury Web Based Central Supplier Database (CSD) updated.

C.2 Tenderer's obligations

C.2.1.1

Delete the clause and replace with the following:

Tenderers must submit a tender offer that complies in all aspects to the conditions as detailed in this document. Only those tenders that comply in all aspects with the tender conditions, specifications, pricing instructions and contract conditions will be declared responsive.

C.2.1.3

Add the following after C.2.1.2:

Only those tender submissions from which it can be established that a clear and unambiguous offer has been made to Employer, by whom the offer has been made and what the offer constitutes, will be declared responsive.

C.2.1.1

Add the following to C.2.1.1:

Only those tenderers who satisfy the following criteria will be declared responsive:

C.2.1.4.1

Construction Industry Development Board (CIDB) Registration

Only those tenderers who are registered with the CIDB, or capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a [7CE] contractor grading designation, are eligible to have their tenders evaluated.

Joint Ventures are eligible to submit tenders provided that:

- a) every member of the joint venture is registered with an active status with the CIDB;
- b) the lead partner has a contractor grading designation of not lower than one level below the required grading designation in the [CE] class of construction work; and
- c) the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a [7CE] contractor grading designation.

Notwithstanding the above, tenderers who are capable of being so registered with an active status with the CIDB prior to the evaluation of submissions may be evaluated at the sole discretion of the Employer (the evaluation of tenders takes place when the Employer's Bid Evaluation Committee meets to make a final recommendation to the Bid Adjudication Committee).

For alpha-numeric associated with the contractor Grading Designations see Annex G attached.

C.2.1.4.2

Compliance with requirements of CCT SCM Policy and procedures

Only those tenders that are compliant with the requirements below will be declared responsive:

- a) A completed **Compulsory Enterprise Questionnaire** to be provided (applicable schedule to be completed)
- b) A completed **Certificate of Authority for Partnerships/ Joint Ventures/ Consortiums** to be provided authorising the tender to be made and the signatory to sign the tender on the partnership /joint venture/consortium's behalf (applicable schedule to be completed);
- c) A copy of the partnership / joint venture / consortium agreement to be provided;
- d) A completed **Declaration of Interest – State Employees** to be provided and which does not indicate any non-compliance with the legal requirements relating to state employees (applicable schedule to be completed);
- e) A completed **Declaration – Conflict of Interest and Declaration of Bidder's past Supply Chain Management Practices** to be provided and which does not indicate any conflict or past practises that renders the tender non-responsive based on the conditions contained thereon (applicable schedules to be completed);
- f) A completed **Certificate of Independent Bid Determination** to be provided and which does not indicate any non-compliance with the requirements of the schedule (applicable schedule to be completed);
- g) The tenderer (including any of its directors or members), has not been restricted in terms of abuse of the Supply Chain Management Policy;
- h) The tenderer's tax matters with SARS are in order, or the tenderer is a foreign supplier that is not required to be registered for tax compliance with SARS;
- i) The tenderer is not an advisor or consultant contracted with the Employer whose prior or current obligations creates any conflict of interest or unfair advantage;
- j) The tenderer is not a person, advisor, corporate entity or a director of such corporate entity, involved with the bid specification committee;
- k) A complete Authorisation for the Deduction of Outstanding Amount Owed to the City of Cape Town to be provided and which does not indicate any details that renders the tender non-responsive based on the conditions contained thereon (applicable schedules to be completed);
- l) The tenderer (including any of its directors or members), has not been found guilty of contravening the Competition Act 89 of 1998, as amended from time to time;
- m) The tenderer (including any of its directors or members), has not been found guilty on any other basis listed in the SCM Policy.

C.2.1.4.3 **Minimum score for functionality**

Not applicable to this tender.

C.2.1.4.4 **Local Content**

The City promotes the procurement of goods manufactured by local suppliers. The Department of Trade and Industry and National Treasury has identified specific designated sectors which require local content compliance. The current designated sectors are listed below:

Note: All to be listed including the date that the relevant Sector became effective.

Tenderers are required to ensure that they comply with these designated Sector requirements by ensuring that the products provided to the City are locally manufactured. Failure to meet the minimum stipulated threshold for local production and content will result in a bid being declared non-responsive.

Further details of designated sectors are available on http://www.thedti.gov.za/industrial_development/ip.jsp and http://ocpo.treasury.gov.za/Buyers_Area/Legislation/Pages/Practice-Notes.aspx

In addition to the above:

- a) The supplier shall study the terms and conditions as stated in the **Local Content Declaration / Annexure C** returnable schedule.

C.2.1.4.4.1 The stipulated minimum threshold percentages for local production and content for the: **Steel Products and Components for Construction** ("the designated sector") is **100%**, **Plastic Pipes** ("the designated sector") is **100%**, **Cement** ("the designated sector") is **100%** and will include all sub-sectors from the applicable National Treasury Instruction Note.

C.2.1.4.4.2 Only tenders with locally produced or locally manufactured raw material or input will be considered. If the raw material or input to be used for a specific item is not available locally, bidders should obtain written authorisation from the Department of Trade and Industry (DTI) (Chief Director: Industrial Procurement, tel. 012 394 3927 and fax 012 394 4927) should there be a need to import such raw material or input.

C.2.1.4.4.3 A copy of the authorisation letter must be submitted together with the bid document at the closing date and time of the bid.

C.2.1.4.4.4 The Employer is obliged and must ensure that contracts for **the designated sector** are awarded at prices that are market related taking into account, among others, benchmark prices designated by the DTI for the sector, value for money and economies of scale. Where appropriate, prices may be negotiated with preferred bidders in accordance with provisions for Negotiation with Preferred Bidders as set out in the City of Cape Town SCM Policy.

C.2.1.4.4.5 A bid will be declared non-responsive / disqualified if the **Local Content Declaration / Annexure C** returnable schedule as well as the authorisation letter referred to above (if applicable) are not submitted as part of the bid documentation at the closing date and time of the bid.

C.2.1.4.4.6 For further information relating to the local production and content legislation, bidders may refer to website http://www.thedti.gov.za/industrial_development/ip.jsp, or may contact the Chief Director: Industrial Procurement at the DTI at telephone number (012) 394 3927 and fax (012) 394 4927, the Director: Fleet Procurement, Ms Cathrine Matidza, at telephone number (012) 394 3927 and e-mail CMatidza@thedti.gov.za, or the DTI Contact Centre no 0861 843384.

C.2.1.4.5 **Compulsory clarification meeting**

Not applicable to this tender.

C.2.1.4.6 **Pre-qualification criteria for preferential procurement**

Not applicable to this tender.

C.2.1.4.7 **Good standing with Bargaining Council**

Only those tenders submitted by tenderers who are in good standing with the **Bargaining Council for the Civil Engineering Industry (BCCEI)** at the time of the tender award will be declared responsive.

Tenderers must attach such proof to the schedule titled **Declaration in Respect of Compliance with Labour Legislation** or obtain such upon being requested to do so in writing and within the period contained in such a request, failing which their tenders will be declared non-responsive.

C.2.3
C.2.3

Check documents

Delete the clause and replace with the following:

The Tenderer should check the tender documents on receipt for completeness, missing or duplicated pages, indistinct figures or writing and any obvious errors. The Tenderer must notify the Employer's agent at once of any such problems identified

C.2.7

Clarification meeting

Add the following:

The arrangements for the site visit/clarification meeting are as stated on the General Tender Information page and in the Responsiveness Criteria (if applicable).

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

C.2.8

Seek Clarification

Add the following after the first sentence:

The tenderer warrants that it has:

- a) inspected the Specifications and read and fully understood the Conditions of Contract.
- b) read and fully understood the whole text of the Specifications and Price Schedule and thoroughly acquainted itself with the nature of the goods proposed and generally of all matters which may influence the Contract.
- c) visited the site(s) where delivery of the proposed works will take place, carefully examined existing conditions, the means of access to the site(s), the conditions under which the delivery is to be made, and acquainted itself 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(s) and made the necessary provisions for any additional costs involved thereby.
- d) requested the Employer to clarify the requirements contained in the Specifications and Price Schedule, the exact meaning or interpretation of which is not clearly intelligible to the tenderer.
- e) received any notices to the tender documents which have been issued in accordance with the Employer's SCM Policy.

The Employer will therefore not be liable for the payment of any extra costs resulting from any claim submitted by the tenderer arising from any alleged ambiguity or uncertainty contained in the tender document.

C.2.10

Pricing the tender offer

Add the following at the end of C.2.10.2:

C.2.10.2

(only applicable in respect of Works Projects).

C.2.10.5

Add the following new sub-clause after C.2.10.4:

Provide rates for the items specified in Part C2.2 Schedules of Rates only for the Areas tendered for (refer to C.1.6.1). If a nil rate (i.e. "nil" or "0.00") is entered against an item, it will be considered that there is no charge for that item.

Certain items in the Schedules of Rates may have been linked to minimum/maximum quantities to provide for differential pricing in respect of economies of scale. Where such rate categories have been provided a rate must be inserted in each category for such items.

If a rate is not provided for any item in the Schedules of Rates in those schedules for the Areas(s) tendered for, such item will be regarded as having a nil rate.

The tenderer may be requested by the Employer to clarify nil rates or items regarded as having nil rates. The Employer may also perform a risk analysis in respect of such rates in accordance with C.3.11.10.

The rates shall also be used to evaluate tender offers in accordance with C.3.11.

C.2.11

Alterations to documents

Delete the first sentence and replace with the following:

Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer in writing, or necessary to correct errors made by the tenderer.

C.2.12

Alternative tender offers

Delete clauses C.2.12.1, C.2.12.2 and C.2.12.3 and replace with the following

C.2.12.1 Alternative rates/tender offers will not be considered.

C.2.13 **Submitting a tender offer**

Add the following to C.2.13.1 1 at the end of the first sentence:

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

C.2.13.3 *Delete the clause and replace with the following:*

C.2.13.1 1 (One) copy of the following elements of the bid submission (please refer to **Contents (Volume 3)**) must be submitted separately bound in the same envelope where possible (see C.2.13.5):

Number	Heading
T2.2	Returnable Schedules
C2.2	Bills of Quantities
	All other attachments submitted by bidder

C.2.13.5 *Delete the clause and replace with the following:*

C.2.13.5 The tender submission details are all described on the General Tender Information page. If it is not possible to submit the original tender and the required copies (see C.2.13.3) in a single envelope, then the tenderer must seal the original and each copy of the tender offer as separate packages, marking the packages as "ORIGINAL" and "COPY" in addition to the aforementioned tender submission details.

Add the following to C.2.13.6:

C.2.13.6 A two-envelope procedure will **not** be followed (C.3.5).

Add the following sub-clause after C.2.13.9:

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

C.2.13.11 The Employer shall not formally issue tender documents in electronic format and shall only issue tender documents in hardcopy. An electronic version of the issued tender documents, or elements thereof, may be made available to the tenderer at the Employer's discretion, upon written request in terms of this clause, subject to the following:

- a) Electronic copies of the issued tender documents, or parts thereof, will only be provided to tenderers who have been issued with the tender documents as contemplated in C.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. Only those tenders that have been completed on the issued hard copy tender document shall be considered, provided that printed Schedules of Rates, in the same format (that is, layout, billed items, etc.) as those issued electronically by the Employer, may be submitted with the tender as stated in C.2.13.2.
- d) Where Addenda have been issued which amend the Schedules of Rates, then the printed Schedules of Rates shall take these into account. The pages of the issued Schedules of Rates should not be removed from the tender document.
- e) The Employer accepts no responsibility or liability arising from any reliance on or use of the electronic version provided in terms of this clause. 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.
- f) Any non-compliance with these provisions, including effecting any unauthorised alterations to the tender documents as contemplated in C.2.11, shall render the tender non-responsive. 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.
- g) In requesting the electronic version of the tender documents or parts thereof, the tenderer is deemed to have read, understood and accepted all of the above conditions.

C.2.15 **Closing time**

Add the following to C.2.15.1 after the first sentence:

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

C.2.16 **Tender offer validity**

Add the following to C.2.16.1 after the first sentence:

C.2.16.1 The tender offer validity period is **12 weeks (84 days)**.

C.2.16.2 *Delete the clause and replace with the following*

Notwithstanding the period stated above, bids shall remain valid for acceptance for a period of twelve (12) months after the expiry of the original validity period, unless the City is notified in writing of

anything to the contrary by the bidder. The validity of bids may be further extended by a period of not more than six months subject to mutual agreement and administrative processes and upon approval by the City Manager.

C.2.17 **Clarification of tender offer after submission**

Add the following to C.2.17 at the end of the third sentence:

A tender will be rejected 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.

C.2.18 **Provide other material**

Delete the following word in C.2.18.1 at the end of the first paragraph:

C.2.18.1 notarized

Add the following to C.2.18.1:

C.2.18.1 Provide, on written request by the Employer, where the transaction value (estimated combined total of prices for all possible Work Projects which may be allocated to the tenderer/contractor over the entire framework contract period) inclusive of VAT **exceeds R 10 million:**

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

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

Add the following after C.2.18.2:

C.2.18.3 Tenderers shall fully cooperate with the Employer's external service provider appointed to perform a due diligence review and risk assessment upon receipt of such written instruction from the Employer.

Failure to fully cooperate could result in a tender being declared as non-responsive.

C.2.18.4 **Compliance with Occupational Health and Safety Act, 85 of 1993**

Tenderers are to note the requirements of the Occupational Health and Safety Act, 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 or upon request, appended to Schedule 18: Health and Safety Plan in T2.2 : Returnable Schedules, a draft Health and Safety Plan in respect of the Works in sufficient detail to demonstrate the necessary competencies and resources to perform the construction work all in accordance with the Act, Regulations and Health and Safety Specification in Part C3.5 Management in the Scope of Work.

C.2.23 **Certificates**

Add the following:

The tenderer is required to submit the following:

C.2.23.1 **Evidence of tax compliance**

Tenderers shall be registered with the South African Revenue Service (SARS) and their tax affairs must be in order and they must be tax compliant subject to the requirements of clause C.2.1.4.2 h). In this regard, it is the responsibility of the Tenderer to submit evidence in the form of a valid Tax Clearance Certificate issued by SARS to the Employer at the Supplier Management Unit located within the Supplier Management / Registration Office, 2nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town (Tel 021 400 9242/3/4/5), or included with this tender. The tenderer must also provide its Tax Compliance Status PIN number on the **Compulsory Enterprise Questionnaire**.

Each party to a Consortium/Joint Venture shall submit a separate Tax Clearance Certificate.

Before making an award the City must verify the bidder's tax compliance status. Where the recommended bidder is not tax compliant, the bidder should be notified of the non-compliant status and be requested to submit to the City, within 7 working day, written proof from SARS that they have made arrangement to meet their outstanding tax obligations. The proof of tax compliance submitted by the bidder must be verified by the City via CSD or e-Filing. The City should reject a bid submitted by the bidder if such bidder fails to provide proof of tax compliance within the timeframe stated herein.

Only foreign suppliers who have answered "NO" to all the questions contained in the Questionnaire to Bidding Foreign Suppliers section on the **Details of Tenderer** pages of the tender submission, are not required to register for a tax compliance status.

C.2.23.2

Broad-Based Black Economic Empowerment Status Level Documentation

In order to qualify for preference points, it is the responsibility of the tenderer to submit documentary proof, either as certificates, sworn affidavits or any other requirement prescribed in terms of the B-BBEE Act, of its B-BBEE status level of contribution in accordance with the applicable Codes of good practise as issued by the Department of Trade and Industry, to the CCT at the Supplier Management Unit located within the Supplier Management / Registration Office, 2nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town (Tel 021 400 9242/3/4/5) or included with the tender submission.

Consortiums/Joint Ventures will qualify for preference points, provided that the **entity** submits the relevant certificate/scorecard in accordance with the applicable codes of good practise. Note that, in the case of unincorporated entities, a verified consolidated B-BBEE scorecard must be submitted in the form of a certificate with the tender.

Tenderers are further referred to the content of the **Preference Schedule** for the full terms and conditions applicable to the awarding of preference points.

The applicable code for this tender is the **Amended Codes for Measuring Broad-Based Black Economic Empowerment in the Construction Sector**.

The tenderer shall indicate in Section 4 of the **Preference Schedule** the Level of Contribution in respect of the enterprise status or structure of the tendering entity (the supplier).

Add the follow new clause after C.2.23.2

C.2.24

Proposed Deviations and Qualifications

Where the tenderer cannot tender in all respects in accordance with the provisions contained in the tender documents, all deviations therefrom shall be clearly and separately listed in the schedule titled **Proposed Deviations and Qualifications by Tenderer** in T2.2 Returnable Schedules, or in a tenderer's covering letter expressly referenced in this schedule.

The tenderer accept that the Employer will examine such deviations in terms of clause C.3.8.2 and shall not be bound to accept any such deviations or qualifications.

It must be clearly stated by the tenderer whether the sum tendered in the Tender Offer includes for all such deviations or qualifications listed or referred to in the schedule titled **Proposed Deviations and Qualifications by Tenderer** or not.

C.3 The Employer's undertakings

C.3.2 Issue Addenda

Delete the first sentence and replace with:

If necessary, issue addenda in writing that may amend or amplify the tender documents to each tenderer during the period from the date the tender documents are available until one week before the tender closing time stated in the Tender Data. The Employer reserves its rights to issue addenda less than one week before the tender closing time in exceptional circumstances.

Add the following to C.3.2:

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

C.3.4

Opening of tender submissions

Add the following to C.3.4.2 at the end of the paragraph:

The location for opening of the tender offers is the Tender Submission Office at the address as stated on the General Tender Information page.

C.3.8

Test for responsiveness

C.3.8.2

Replace the final sentence of C.3.8.2 with the following:

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

Add the following after clause C.3.8.2

C.3.8.3

The Employer reserves the right to accept a tender offer which does not, in the Employer's opinion, materially and/or substantially deviate from the terms, conditions, and specifications of the tender documents.

C.3.9

Arithmetical errors, omissions and discrepancies

Delete clause C.3.9 in its entirety and replace with the following.

C.3.9

Corrections to tendered rates

In the event of tendered rates being declared by the Employer to be unacceptable to it because they are excessively high, the Tenderer may be required to produce evidence and advance arguments in support of the tendered rates objected to. If, after submission of such evidence and any further evidence requested, the Employer is still not satisfied with the tendered rates objected to, it reserves the right to negotiate such rates subject to the provisions of C.3.20.

In the event of tendered rates being declared by the Employer to be unacceptable to it because they are excessively low, such rates cannot be amended. In this regard the Employer may then perform a risk analysis in terms of C.3.11.10.

C.3.10

Clarification of a tender offer

Delete the clause and replace with the following:

F3.10

The Employer may, after the closing date, request additional information or clarification from tenderer, in writing on any matter affecting the evaluation of the tender offer or that could give rise to ambiguity in a contract arising from the tender offer, which written request and related response shall not change or affect their competitive position or the substance of their offer. Such request may only be made in writing by the Director: Supply Chain Management using any means as appropriate.

C.3.11

Evaluation of tender offers

Add the following after clause C.3.11.1

C.3.11.2

Where the scoring of functionality forms part of a bid process, each member of the Bid Evaluation Committee must individually score functionality. The individual scores must then be interrogated and calibrated if required where there are significant discrepancies. The individual scores must then be added together and averaged to determine the final score.

C.3.11.3

The tender will be evaluated in terms of the requirements of the Preferential Procurement Regulations of 2017 as follows:

C.3.11.3.1

The preference point system applicable to this tender is the 90/10 preference point system.

- C.3.11.3.3 Confirm that tenderers are eligible for the preferences claimed in accordance with the provisions of the tender data and reject all claims for preferences where tenderers are not eligible for such preferences.

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

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

In addition, the various deemed B-BBEE Status Level of Contributor in accordance with the relevant Codes can be attained and such tenderers must be awarded the appropriate number of points.

It should be noted that the Deemed B-BBEE Status Level of Contribution from the above tables can be enhanced or discounted in accordance with clauses 4.3 and 5.3 of the **Amended Codes for Measuring Broad-Based Black Economic Empowerment in the Construction Sector**.

- C.3.11.4 General procurement procedures specific to this tender are set out in C.1.6.1.

For the purposes of this tender, four Areas within the City of Cape Town municipal area have been identified and are outlined in the table in C.1.6.1. The Employer shall create, for tender evaluation purposes, simulated (representative) Works Projects, indicative of the nature of works required in each Area.

The Employer shall have assigned quantities to the items in the Schedules of Rates necessary for the execution of the representative Works Projects. The assigned quantities shall be multiplied by the tendered rates submitted by the tenderers to obtain amounts that will be totalled to provide a financial offer for each tenderer for the representative Works Projects. The financial offer per Area, required in terms of the Preferential Procurement Regulations, shall be determined by the average of the sum of the representative Works Projects for each tenderer.

C. Based on the tender evaluation points scored in terms of the Preferential Procurement Regulations, the responsive tenderers per Area will be considered.

The highest ranked tenderer ("the winner") will be appointed to a Area or Areas, and one additional tenderer may be appointed to a standby panel for each Area (refer to C.1.6.1).

- C.3.11.5 **Risk Analysis**

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

- a) reasonableness of the financial offer
- b) reasonableness of unit rates and prices
- c) the tenderer's ability to fulfil its obligations in terms of the tender document, that is, that the tenderer can demonstrate that he/she possesses the necessary professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, capacity, experience, reputation, personnel to perform the contract, etc.; the Employer reserves the right to consider a tenderer's existing contracts with the Employer in this regard
- d) any other matter relating to the submitted bid, the tendering entity, matters of compliance, verification of submitted information and documents, etc.

The conclusions drawn from this risk analysis will be used by the Employer in determining the acceptability of the tender offer in terms of C.3.13).

- C3.13 **Acceptance of tender offer**

Delete first sentence of C.3.13 and replace with the following):

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

- a) *Delete C.3.13 a) and replace with the following):*
is not under restrictions, has any principals who are under restrictions, or is not currently a supplier to whom notice has been served for abuse of the supply chain management system., preventing participation in the employer's procurement,

Add the following below C.3.13 f)

If an award cannot be made in terms of anything contained herein, the Employer reserves the right to consider the next ranked tenderer(s).

C.3.13.1 The Employer reserves the right not to make an award, or revoke an award already made, where the implementation of the contract may result in reputational risk or harm to the City as a result of (inter alia):

- a) reports of poor governance and/or unethical behaviour;
- b) association with known family of notorious individuals;
- c) poor performance issues, known to the City;
- d) negative social media reports; and
- e) adverse assurance (e.g. due diligence) report outcomes.

C.3.13.2 The Employer reserves the right to nominate an alternative bidder at the time when an award is made and in the event that a contract is terminated during the execution thereof, the CCT may consider the award of the contract, or non-award, to the alternative bidder in terms of the procedures included in its SCM Policy.

C.3.13.3 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.

C.3.13.4 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.

C.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.3.18 *Add the following after C.3.19*

C.3.19 **Negotiations with preferred tenderers**

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

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

If negotiations fail to result in acceptable contract terms, the City Manager (or his delegated authority) may terminate the negotiations and cancel the tender, or invite the next ranked tenderer for negotiations. The original preferred tenderer should be informed of the reasons for termination of the negotiations. If the decision is to invite the next highest ranked tenderer for negotiations, the failed earlier negotiations may not be reopened by the CCT.

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

The provisions of this clause will be equally applicable to any invitation to negotiate with any other tenderers.

In terms of the PPPFA Regulations, 2017, tenders must be cancelled in the event that negotiations fail to achieve a market related price with any of the three highest scoring tenderers.

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, impossibly 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 fulfill his or her [duties impartially](#);
 - ii) an individual or tenderer is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
 - iii) incompatibility or contradictory interests exist between an employee and the 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 in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels;

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 manner in which 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 into 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 in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

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 complies 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, in order 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 as a consequence:

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

C.3.2 Issue Addenda

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

C.3.3 Return late tender offers

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

C.3.4 Opening of tender submissions

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

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

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

C.3.5 Two-envelope system

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

C.3.5.2 Evaluate functionality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the functionality evaluation more than the minimum number of points for functionality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any points claimed on BBBEE status level. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for functionality.

C.3.6 Non-disclosure

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

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 as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

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 by definition 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 or not tender offers are complete
- c) Determine whether or not 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 into 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.

Annex G

(normative)

In terms of Government Gazette 42561, dated 5 July 2019, the tender value range as set out in Table 8 in cidb Regulation 17 has been amended. Table G1 below reflects the amended values that come into effect on 07 October 2019

Table G1: Contractor grading designations and associated parameters applicable after 7 October 2019

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

Table G2: Classes of construction work

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

Description	Designation	Definition	Work types	Examples
Mechanical engineering works	ME	Construction works that are primarily concerned with the development, extension, installation, removal, alteration, renewal of engineering infrastructure for gas transmission and distribution, solid waste disposal, heating, ventilation and cooling, chemical works, metallurgical works, manufacturing, food processing and, materials handling	Machine systems including those relating to the environment of building interiors. a) gas transmission and distribution systems b) pipelines c) solid waste disposal d) materials handling, lifting machinery, heating, ventilation and cooling, pumps, e) continuous process systems f) chemical works, metallurgical works, manufacturing, food processing such as that in concentrator machinery and apparatus, oil and gas wells, smelters, cyanide plants, acid plants, metallurgical machinery, equipment and apparatus, and works necessary for the beneficiation of metals, minerals, rocks, petroleum and organic substances or other chemical processes.	Air-conditioning and mechanical ventilation Boiler installations and steam distribution Central heating Centralised hot water generation Cranes and hoists Dust and sawdust extraction Compressed air, gas and vacuum installations Conveyor and materials handling installations Continuous process systems involving chemical works, metallurgical works, oil and gas wells, acid plants, metallurgical machinery, equipment and apparatus, and works necessary for the beneficiation of metals, minerals, rocks, petroleum and organic substances and other chemical processes Kitchen equipment Laundry equipment Lift installations and escalators Refrigeration and cold rooms Waste handling systems (including compactors)
Specialist works	SB	A subset of construction works identified and defined by the Board that involves specialist capabilities for its execution	The extension, installation, repair, maintenance or renewal, or removal, of asphalt	
	SC		The development, extension, installation, removal, and dismantling, as relevant, associated with building excavations, shaft sinking and lateral earth support	
	SD		The development, extension, installation, repair, renewal, removal, or alteration of corrosion protection systems (cathodic, anodic and electrolytic)	
	SE		Demolition of buildings and engineering infrastructure and blasting	
	SF		The development, extension, installation, renewal, removal, renovation, alteration or dismantling of fire prevention and protection infrastructure (drencher and sprinkler systems and fire installation)	
	SG		The development, extension, installation, renewal, removal, renovation, alteration or dismantling of glazing, curtain walls and shop fronts	
	SH		The development, extension, installation, maintenance, renewal, removal, alteration or dismantling, as relevant, of landscaping, irrigation and horticultural works	
	SI		The development, extension, installation, repair, maintenance, renewal, removal, renovation, alteration or, dismantling of lifts, escalators, travellers and hoisting machinery	
	SJ		The development, installation, removal, or dismantling, as relevant, of piles and other specialized foundations for buildings and structures	

Description	Designation	Definition	Work types	Examples
	SK	A subset of construction works identified and defined by the Board that involves specialist capabilities for its execution	The installation, renewal, removal, alteration or dismantling, as relevant, road markings and signage	
	SL		The development, extension, installation, renewal, removal, renovation, alteration or dismantling of structural steelwork and scaffolding	
	SM		Timber buildings and structures	
	SN		The extension, installation, repair, maintenance, renewal, removal, renovation or alteration, as relevant, of the waterproofing of basements, roofs and walls using specialist systems.	
	SO		The development, extension, installation, renewal, removal, alteration or dismantling or demolition of water installations and soil and waste water drainage associated with buildings (wet services, plumbing)	
	SQ		The development, extension, installation, repair, removal, alteration, dismantling or demolition of precast concrete or steel fencing	

TENDER NO. 372Q/2021/22



CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD

SCM - 518

Approved by Branch Manager: 03/04/2020

Version: 5

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FRAMEWORK CONTRACT DOCUMENT (WINNER-TAKES-ALL TYPE)

FOR THE

TERM TENDER FOR REPAIRS AND MAINTENANCE OF ASPHALT AND PAVED SURFACES TO MUNICIPAL FACILITIES WITHIN THE CITY OF CAPE TOWN

Framework Contract Period: not exceeding 36 Months from
Commencement Date

Works Projects: Above R0 up to R4 000 000

VOLUME 2: RETURNABLE DOCUMENTS

ISSUED BY:	COMPILED BY:	For official use.
DIRECTOR : FACILITIES MANAGEMENT CITY OF CAPE TOWN Tower Block, Civic Centre 12 Hertzog Boulevard CAPE TOWN 8001	FACILITIES MANAGEMENT CITY OF CAPE TOWN Tower Block, Civic Centre 12 Hertzog Boulevard CAPE TOWN 8001	TENDER SERIAL No.:
		SIGNATURES OF CITY OFFICIALS AT TENDER OPENING
		1.
		2.
		3.

June 2022

NAME OF TENDERING ENTITY	
EMAIL ADDRESS OF TENDERING ENTITY	
FAX NUMBER OF TENDERING ENTITY	
NATURE OF TENDER OFFER (please indicate below)	
Main Offer (see clause C.2.12)	
Alternative Offer (see clause C.2.12)	

FILE REFERENCE NO:

Part T2: Returnable Documents

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T2.1 List of Returnable Documents

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

1. **C1.1 The offer portion of the C1.1 Form of Offer and Acceptance**
2. **C1.2 Contract Data (Part 2)**
3. **C2.2 Schedules of Rates**
4. **Returnable Schedules that will be incorporated into the Contract**

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23: PREFERENCE SCHEDULE (where preferences are granted in respect of B-BBEE contribution)	163 – 167
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5. Other documents required for tender evaluation purposes

- a) Joint Venture Agreement (if applicable) - append to Schedule 3.
- b) Health and Safety Plan - append to Schedule 16.
- c) Functionality Criteria - append to Schedule 18.

TERM TENDER FOR REPAIRS AND MAINTENANCE OF ASPHALT AND PAVED SURFACES TO MUNICIPAL FACILITIES WITHIN THE CITY OF CAPE TOWN

C1.1 Form of Offer and Acceptance

Offer

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

CONTRACT NO. 372Q/2021/22: TERM TENDER FOR REPAIRS AND MAINTENANCE OF ASPHALT AND PAVED SURFACES TO MUNICIPAL FACILITIES WITHIN THE CITY OF CAPE TOWN

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 completed Schedules of Rates (excluding VAT) for the Areas tendered for, as contained in Part C2.2 Pricing Data, shall form the tender offer. These rates shall be multiplied, as applicable, by the quantities required in respect of relevant items to develop individual Works Projects to be allocated in accordance with the procedures described in Part C1.2 Contract Data in this Framework Contract document.

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 of organization/tenderer)

(Address of organization/tenderer)

Name and signature of witness

Date

Table with 3 columns and 2 rows for initials of city officials at tender opening.

Acceptance

By signing this part of this form of offer and acceptance, the employer identified below accepts the tenderer's offer in respect of the Area(s) awarded to the tenderer. In consideration thereof, the employer shall pay the contractor any amounts 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 framework agreement)
- Part C2: Pricing data
- Part C3: Scope of work
- Part C4: Site information

in Volumes 3 and 5, together with any 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 parties have signed the table below and confirms receipt from the employer of one fully completed original copy of this agreement, including the schedule of deviations (if any). The tenderer (now contractor) shall within five working days of the agreement coming into effect notify the employer in writing of any reason why he cannot accept the contents of this agreement as a complete and accurate memorandum thereof, failing which the agreement presented to the contractor shall constitute the binding contract between the parties.

This agreement constitutes a framework contract for the purposes of developing individual Works Projects to be allocated in terms of the procedures described in the contract, the status of the contractor with respect to the Area(s) awarded to him in terms of this term tender process being recorded in the schedule of deviations.

The Parties	Employer	Contractor
Business Name		
Business Registration		
Tax number (VAT)		
Physical Address		
Accepted contract sum including tax		
Accepted contract duration		
Signed – who by signature hereto warrants authority		
Name of signatory		
Signed: Date		
Signed: Location		
Signed: Witness		
Name of Witness		

ONLY TO BE COMPLETED AT ACCEPTANCE STAGE

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 Status of Contractor per Area(s) awarded.

Details The status of the contractor with respect to the Area(s) awarded to him in terms of this tender process is recorded in the table below.

Areas ¹ :		Area 1	Area 2	Area 3	Area 4
Status of contractor (tick as applicable):	Winner				
	Standby No. 1				

¹ Unused Areas are to be struck through.

2 Subject

Details

3 Subject

Details

4 Subject

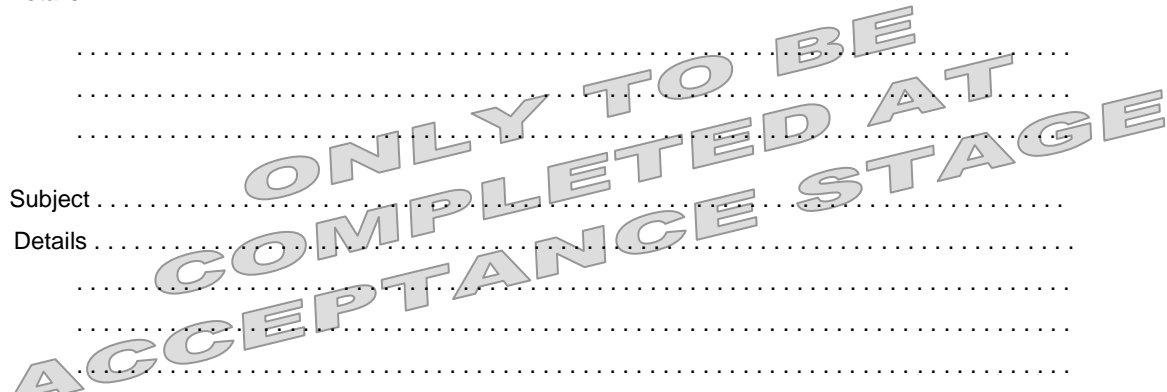
Details

.....

.....

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.



CITY OF CAPE TOWN

FACILITIES MANAGEMENT

CONTRACT NO. 372Q/2021/22

TERM TENDER FOR REPAIRS AND MAINTENANCE OF ASPHALT AND PAVED SURFACES TO MUNICIPAL FACILITIES WITHIN THE CITY OF CAPE TOWN

C1.2 Contract Data

Data provided by the Contractor

The name of the Contractor is

The address of the Contractor is

Physical : Postal :
Address Address

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

Telephone : Fax:

email :

CONTRACTOR'S ANNUAL HOLIDAY PERIODS DURING CONSTRUCTION PERIOD

Year 1 contractor's annual holiday period	Start date		End date
Year 1 contractor's annual holiday period	Start date		End date
Year 1 contractor's annual holiday period	Start date		End date

ONLY TO BE COMPLETED AT ACCEPTANCE STAGE

CITY OF CAPE TOWN

[FACILITIES MANAGEMENT]

CONTRACT NO. 372Q/2021/22

TERM TENDER FOR REPAIRS AND MAINTENANCE OF ASPHALT AND PAVED SURFACES TO MUNICIPAL FACILITIES WITHIN THE CITY OF CAPE TOWN]

C2.2 Schedules of Rates

Bid specifications may not make any reference to any particular trade mark, name, patent, design, type, specific origin or producer, unless there is no other sufficiently precise or intelligible way of describing the characteristics of the work, in which case such reference must be accompanied by the words "or equivalent".

TENDERERS MUST NOTE THAT WHEREVER THIS DOCUMENT REFERS TO ANY PARTICULAR TRADE MARK, NAME, PATENT, DESIGN, TYPE, SPECIFIC ORIGIN OR PRODUCER, SUCH REFERENCE SHALL BE DEEMED TO BE ACCOMPANIED BY THE WORDS 'OR EQUIVALENT'

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ITEM NO	PAYMENT REF. No.	DESCRIPTION	UNIT	RATE (Excl. VAT)			
				AREA 1	AREA 2	AREA 3	AREA 4
SECTION A: SITE CLEARANCE							
A1	SANS 1200 C	SITE CLEARANCE					
A1.1	PSC 8.2.1	Clear and grub	m ²				
A1.2	C 8.2.2	Remove and grub large trees and tree stumps of girth:					
A1.2.1	C 8.2.2(a)	Over 1 m and up to and including 2 m	No.				
A1.2.2	C 8.2.2(b)	Over 2 m and up to and including 3 m	No.				
A1.2.3	C 8.2.2(c)	Over 3 m and up to and including 4 m	No.				
A1.3	C 8.2.7	Dismantle and remove pipelines, electricity transmission lines, cable etc. and set aside existing stormwater pipes					
A1.3.1		300 mm diameter pipe	m				
A1.3.2		375 mm diameter pipe	m				
A1.3.3		450 mm diameter pipe	m				
A1.3.4		525 mm diameter pipe	m				
A1.3.5		600 mm diameter pipe	m				
A1.4	C 8.2.10	Remove topsoil to a nominal depth of 150 mm and stockpile	m ³				
A1.5	PSC 8.2.11	Remove, transport and stack existing kerbs, channels and edgings for reinstatement					
A1.5.1		Precast concrete kerb	m				
A1.5.2		Precast concrete channel	m				
A1.5.3		Precast concrete edging	m				

ITEM NO	PAYMENT REF. No.	DESCRIPTION	UNIT	RATE (Excl. VAT)			
				AREA 1	AREA 2	AREA 3	AREA 4
A1	SANS 1200 C	SITE CLEARANCE <i>(continues)</i>					
A1.6	PSC 8.2.12	Cut, demolish, remove and dispose of concrete surface slabs, paving, etc. and stack for reuse					
A1.6.1		50 to 80 mm thick apron slabs, pathways, ramp,etc	m ²				
A1.6.2		90 to 150 mm thick apron slabs, pathways, ramp,etc	m ²				
A1.6.3		50 to 80 mm thick interlocking paving, etc.	m ²				
A1.6.4		50 to 80 mm thick precast concrete paving slabs	m ²				
A1.7	PSC 8.2.13	Cut/hack off, remove and dispose existing asphalt surfacing material, average depth of excavation					
A1.7.1		Not exceeding 30 mm	m ²				
A1.7.2		Exceeding 30 mm but not exceeding 60 mm	m ²				
A1.7.3		Exceeding 60 mm but not exceeding 100 mm	m ²				
A1.7.4		Exceeding 100 mm	m ²				
A1.8	PSC 8.2.14	Remove existing palisade fences and stack for reinstatement	m ²				
A1.9	PSC 8.2.15	Remove existing vibracrete fences and stack for reinstatement	m				
A1.10	PSC 8.2.16	Apply approved weed killer, herbicide and ant poisson to areas underlying hard surfaces after removal thereof	m ²				

ITEM NO	PAYMENT REF. No.	DESCRIPTION	UNIT	RATE (Excl. VAT)			
				AREA 1	AREA 2	AREA 3	AREA 4
A1	SANS 1200 C	SITE CLEARANCE <i>(continues)</i>					
A2	SANS 1200 C	PROTECTION OF EXISTING SERVICES					
A2.1	PSC 8.2.17	Protection of Services by encasing service sleeves with Class 15/19 concrete	m ³				
SECTION B: EARTHWORKS							
B1	SANS 1200 D	EARTHWORKS					
B1.1	PSD 8.3.2	Bulk Excavation					
B1.1.1	PSD 8.3.2(a)	Excavate in all materials and place in fill within site boundary, and compact to 93 % of Mod AASHTO max. density (100 % of Mod AASHTO max. density for sand)	m ³				
B1.1.2	PSD 8.3.2(b)	Extra- over for excavation and removing material to site selected by Contractor					
B1.1.2.1	PSD 8.3.2(b)(1)	Intermediate excavation	m ³				
B1.1.2.2	PSD 8.3.2(b)(1)	Hard rock	m ³				
B1.1.3	PSD 8.3.2(c)	Shaping of ground over site to approved slopes and grades including digging, raking and levelling	m ²				
B1.2	D 8.3.10	Topsoiling	m ²				
B2	SANS 1200 DM	EARTHWORKS (ROADS, SUBGRADE)					
B2.1	DM 8.3.3	Treatment of road-bed					
B2.1.1	DM 8.3.3(a)	Road-bed preparation and compaction of 300 mm in-situ material to					

ITEM NO	PAYMENT REF. No.	DESCRIPTION	UNIT	RATE (Excl. VAT)			
				AREA 1	AREA 2	AREA 3	AREA 4
B2	SANS 1200 DM	EARTHWORKS (ROADS, SUBGRADE) <i>(continues)</i>					
B2.1.1.1	DM 8.3.3(a)(1)	Minimum of 93% of Mod. AASHTO max density	m ³				
B2.2	DM 8.3.4	Cut to fill, borrow to fill					
B2.2.1	DM 8.3.4(a)	Compact to 90 % of modified AASHTO maximum density	m ³				
B2.3	PSDM 8.3.7	Excavate and remove unsuitable material off-site, to a site selected by the Contractor					
B2.3.1	PSDM 8.3.7(a)	Soft excavation	m ³				
B2.3.2	PSDM 8.3.7(b)	Intermediate excavation	m ³				
B2.3.3	PSDM 8.3.7(c)	Hard excavation	m ³				
B2.4	PSDM 8.3.17	Fill layers constructed with material imported from commercial sources selected by the Contractor					
B2.4.1	PSDM 8.3.17(a)	Type G9 natural gravel material compacted to 93 % of Mod. AASHTO max. density in compacted layer thickness of 150 mm	m ³				
B2.4.2	PSDM 8.3.17(a)	Type G9 natural gravel material compacted to 93 % of Mod. AASHTO max. density in compacted layer thickness of 300 mm	m ³				
B2.4.3	PSDM 8.3.17(b)	Natural sand material compacted to 100 % of Mod. AASHTO max. density in compacted layer thickness of 150 mm	m ³				
B2.4.4	PSDM 8.3.17(b)	Natural sand material compacted to 100 % of Mod. AASHTO max. density in compacted layer thickness of 300 mm	m ³				

ITEM NO	PAYMENT REF. No.	DESCRIPTION	UNIT	RATE (Excl. VAT)			
				AREA 1	AREA 2	AREA 3	AREA 4
B2	SANS 1200 DM	EARTHWORKS (ROADS, SUBGRADE) <i>(continues)</i>					
B2.5	PSDM 8.3.18	Selected layer constructed with material imported from commercial sources selected by Contractor					
B2.5.1	PSDM 8.3.18(a)	Type G7 natural gravel material compacted to 95 % of Mod. AASHTO max. density in compacted layer thickness of 150 mm	m ³				
B3	SANS 1200 DB	EARTHWORKS (PIPE TRENCHES)					
B3.1	DB 8.3.2	Excavation					
B3.1.1	DB 8.3.2(a)	Excavate in all materials for trenches, backfill, and compact, incl. dispose surplus/unsuitable material, for pipes					
B3.1.1.1		Up to 300 mm dia. for depths over and up to					
B3.1.1.1.1		0,0 m 1,0 m	m ³				
B3.1.1.1.2		1,0 m 2,0 m	m ³				
B3.1.1.1.3		2,0 m 3,0 m	m ³				
B3.1.1.2		Larger than 300 mm up to 600 mm diam. for depths over and up to					
B3.1.1.2.1		0,0m 1,0 m	m ³				
B3.1.1.2.2		1,0 m 2,0 m	m ³				
B3.1.1.2.3		2,0 m 3,0 m	m ³				
B3.1.2	DB 8.3.2(b)	Extra-over item (a) for					
B3.1.2.1	DB 8.3.2(b)(1)	Intermediate excavation	m ³				

ITEM NO	PAYMENT REF. No.	DESCRIPTION	UNIT	RATE (Excl. VAT)			
				AREA 1	AREA 2	AREA 3	AREA 4
B3	SANS 1200 DB	EARTHWORKS (PIPE TRENCHES) <i>(continues)</i>					
B3.1.2.2	DB 8.3.2(b)(2)	Hardrock excavation	m ³				
B3.2	DB 8.3.3	Excavation Ancillaries					
B3.2.1	DB 8.3.3.1	Make up deficiency in backfill material (provisional)					
B3.2.1.1	DB 8.3.3.1(c)	By importation from commercial or off-site sources selected by the Contractor	m ³				
B3.2.2	DB 8.3.3.3	Compaction in road reserve					
B3.2.2.1		Backfill of pipe trenches	m ³				
B3.3	DB 8.3.3	Finishing					
B3.3.1	DB 8.3.6.1	Reinstate road surfaces complete with all courses					
B3.3.1.1	DB 8.3.6.1(a)	Gravel on shoulders, 150 mm compacted layer thickness	m ²				
B3.3.1.2	DB 8.3.6.1(b)	Asphalt surfacing of 40 mm thickness in parking area, medium-grade continuously graded asphalt (from commercial sources selected by Contractor) using 50/70 pen-grade bitumen	m ²				
B3.3.1.3	DB 8.3.6.1(c)	Asphalt surfacing of 40 mm thickness in roadway, medium-grade continuously graded asphalt (from commercial sources selected by Contractor) using 50/70 pen-grade bitumen	m ²				
B3.3.1.4	DB 8.3.6.1(d)	Asphalt base of 100 mm thickness in roadway and parking area, coarse-grade continuously graded asphalt (from commercial sources selected by Contractor) using 50/70 pen-grade bitumen	m ²				

ITEM NO	PAYMENT REF. No.	DESCRIPTION	UNIT	RATE (Excl. VAT)			
				AREA 1	AREA 2	AREA 3	AREA 4
B3	SANS 1200 DB	EARTHWORKS (PIPE TRENCHES) <i>(continues)</i>					
B3.3.1.5	DB 8.3.6.1(d)	Type G2 graded crushed stone (from commercial sources selected by Contractor) subbase of 150 mm thickness in roadway and parking area, compacted to 102 % of Mod. AASHTO max. density and stabilised with 3.0 % CEM II 32,5 A/L cement	m ²				
B3.3.1.6	DB 8.3.6.1(d)	Type G5 crushed/natural gravel (from commercial sources selected by Contractor) subbase of 150 mm thickness in roadway and parking area, compacted to 95 % of Mod. AASHTO max. density and stabilised with 4.0 % CEM II 32,5 A/L cement	m ²				
B3.3.1.7	DB 8.3.6.1(d)	Type G7 natural gravel (from commercial sources selected by Contractor) selected layer of 150 mm thickness in roadway and parking area, compacted to 95 % of Mod. AASHTO max. density	m ²				
B3.4	PSDB 8.3.8	Keep excavations free of water	Sum				
SECTION C: STORM WATER AND DRAINAGE							
C1	SANS 1200 LE	SUBSOIL DRAINAGE					
C1.1	PSLE 8.3.1	Natural permeable material in groundwater subsoil drainage systems					
C1.1.1		19,0 mm nominal single size crushed stone obtained from commercial sources	m ³				
C1.2	PSLE 8.3.2	Pipes in groundwater subsoil drainage systems					
C1.2.1		Normal duty uPVC pipes and fittings complete with couplings:					
C1.2.1.1		(i) 110mm diameter perforated pipe	m				

ITEM NO	PAYMENT REF. No.	DESCRIPTION	UNIT	RATE (Excl. VAT)			
				AREA 1	AREA 2	AREA 3	AREA 4
C1	SANS 1200 LE	SUBSOIL DRAINAGE <i>(continues)</i>					
C1.2.1.2		(ii) 110 mm diameter solid pipe	m				
C1.2.2		uPVC fittings in subsoil drainage system					
C1.2.2.1		(i) 110mm diameter Y-junction	No				
C1.3	PSLE 8.3.3	Synthetic-fibre filter fabric					
C1.3.1		Grade 2, non woven: Bidim U34 or similar approved	m ²				
C1.4	PSLE 8.3.4	Concrete outlet structures, manhole boxes, junction boxes and cleaning eyes for subsoil drainage systems					
C1.4.1		Outlet structures	No				
C1.4.2		Cleaning eyes	No				
C1.5	PSLE 8.3.5	Concrete caps for subsoil drain pipes	No				
C1.6	PSLE 8.3.6	Test flushing of pipe subsoil drains	No				
C1.7	PSLE 8.3.7	Removing existing subsoil drains in the following depths					
C1.7.1		0.0 m up to 1.0 m	m				
C1.7.2		1.0 m up to 2.0 m	m				
C1.8	PSLE 8.3.8	Subsoil outlet marker	No				
C1.9	PSLE 8.3.9	Selected backfill material under concrete-lined side drains compacted to 93% of modified AASHTO density	m ³				
C2	SANS 1200 LE	PIPEWORK					
C2.1	LE 8.2.1	Supply, handle, bed (Class B) and lay Class 100D spigot & socket reinforced precast concrete pipe culverts					

ITEM NO	PAYMENT REF. No.	DESCRIPTION	UNIT	RATE (Excl. VAT)			
				AREA 1	AREA 2	AREA 3	AREA 4
C2	SANS 1200 LE	PIPEWORK <i>(continues)</i>					
C2.1.1		300 mm diameter	m				
C2.1.2		375 mm diameter	m				
C2.1.3		450 mm diameter	m				
C2.1.4		525 mm diameter	m				
C2.1.5		600 mm diameter	m				
C3	SANS 1200 LB	BEDDING (PIPES)					
C3.1	LB 8.2.1	Provision of bedding from trench excavation within site boundaries					
C3.1.1	LB 8.2.1(a)	Selected granular bedding cradle material	m ³				
C3.1.2	LB 8.2.1(b)	Selected fill material	m ³				
C3.2	LB 8.2.2	Supply only of Bedding by Importation					
C3.2.1	LB 8.2.2.3	Imported bedding material from commercial sources selected by Contractor					
C3.2.1.1	LB 8.2.2.3(a)	Selected granular bedding cradle material	m ³				
C3.2.1.2	LB 8.2.2.3(b)	Selected fill material	m ³				
C3	SANS 1200 LE	MANHOLES					
C3.1	LE 8.2.8(a)	Supply and install precast concrete manholes to match existing council manholes complete with heavy duty cover and frame for pipes up to 600mm dia. for depths over and up to					
C3.1.1		0,5 m 1,0 m	No				

ITEM NO	PAYMENT REF. No.	DESCRIPTION	UNIT	RATE (Excl. VAT)			
				AREA 1	AREA 2	AREA 3	AREA 4
C3	SANS 1200 LE	MANHOLES <i>(continues)</i>					
C3.1.2		1,0 m 1,5 m	No				
C3.1.3		1,5 m 2,0 m	No				
C3.2	LE 8.2.13	Raising or lowering existing storm water manholes, for depths over and up to					
C3.2.1		0,0 m 0,3 m	No				
C3.2.2		0,3 m 0,6 m	No				
C3.2.3		0,6 m 0,9 m	No				
C4	SANS 1200 LE	CATCHPITS					
C4.1	LE 8.2.8(b)	Supply and construct grid inlet catchpit to match existing council catchpit for depths over and up to					
C4.1.1		0,5 m 1,0 m	No				
C4.1.2		1,0 m 1,5 m	No				
C4.1.3		1,5 m 2,0 m	No				
SECTION D PAVEMENT LAYERS							
D1	SANS 1200 ME	SUBBASE					
D1.1	ME 8.3.3	Construct subbase with material from commercial sources, selected by Contractor.					
D1.1.1		Type G5 compacted to 95 % Mod. AASHTO density					
D1.1.1.1		100mm thick	m ³				

ITEM NO	PAYMENT REF. No.	DESCRIPTION	UNIT	RATE (Excl. VAT)			
				AREA 1	AREA 2	AREA 3	AREA 4
D1	SANS 1200 ME	SUBBASE <i>(continues)</i>					
D1.1.1.2		150mm thick	m ³				
D1.2	ME 8.3.5(d)	Extra-over above item D1.1.1 for processing subbase material by stabilisation with cement	m ³				
D1.3	8.3.8	Stabilizing Agent					
D1.3.1		Portland cement, Class CEM II 32,5 A/L or CEM V 32,5 A/L	t				
D1.4	PSME 8.4.1	Quality control materials testing of layer works					
D1.4.1		Nuclear density in-situ test	No				
D1.4.2		Road Indicator tests, including density/moisture relationship, grading, liquid limit and plasticity index	No				
D1.4.3		DCP Test	No				
D1.4.4		California Bearing Ratio (CBR) test	No				
D2	SANS 1200 MF	BASE					
D2.1	MF 8.3.3	Construct base with material from commercial sources, selected by Contractor					
D2.1.1	MF 8.3.3(b)	Type G4 graded crushed stone compacted to 98% Mod. AASHTO density					
D2.1.1.1		150 mm thick	m ³				
D2.1.2	MF 8.3.3(b)	Type G2 graded crushed stone compacted to 102 % Mod. AASHTO density					
D2.1.2.1		150 mm thick	m ³				

ITEM NO	PAYMENT REF. No.	DESCRIPTION	UNIT	RATE (Excl. VAT)			
				AREA 1	AREA 2	AREA 3	AREA 4
D2	SANS 1200 MF	BASE <i>(continues)</i>					
D2.2	PSMF 8.4.1	Quality control materials testing of layer works					
D2.2.1		Nuclear density in-situ test	No				
D2.2.2		Road Indicator tests, including density/moisture relationship, grading, liquid limit and plasticity index	No				
D2.2.3		California Bearing Ratio (CBR) test	No				
D2.2.4		Aggregate Crushing Value (ACV) test	No				
SECTION E BITUMINOUS PAVEMENT LAYERS							
E1	SANS 1200 MH	ASPHALT BASE AND SURFACING					
E1.1	MH 8.5.1	Prime Coat					
E1.1.1		MC-30 cutback bitumen	m ²				
E1.2	MH 8.5.3	Tack Coat					
E1.2.1		60% anionic spray-grade emulsion	m ²				
E1.3	MH 8.5.4	Asphalt surfacing					
E1.3.1		Continuously graded SABS Medium Mix with 5.5% bitumen content (50/70 pen-grade bitumen)					
E1.3.1.1		40 mm compacted thickness for roads and parking areas	m ²				
E1.3.1.2		60mm compacted thickness for roads and parking areas	m ²				
E1.3.2		Continuously graded SABS Fine Mix with 5.5% bitumen content (70/100 pen-grade bitumen)					

ITEM NO	PAYMENT REF. No.	DESCRIPTION	UNIT	RATE (Excl. VAT)			
				AREA 1	AREA 2	AREA 3	AREA 4
E1	SANS 1200 MH	ASPHALT BASE AND SURFACING <i>(continues)</i>					
E1.3.2.1		30mm compacted thickness for roads and parking areas	m ²				
E1.3.3		Continuously graded SABS Medium Mix with 6.5% bitumen content					
E1.3.3.1		50mm compacted thickness for sidewalks and non-trafficked areas	m ²				
E1.3.4		Continuously graded SABS Fine Mix with 6.5% bitumen content					
E1.3.4.1		25 mm compacted thickness for sidewalks and non-trafficked areas	m ²				
E1.3.4.2		30 mm compacted thickness for sidewalks and non-trafficked areas	m ²				
E1.4	MH 8.5.4	Asphalt base					
E1.4.1		Continuously graded SABS 26,5 mm NMPS with 6.0% bitumen content (50/70 pen-grade bitumen)					
E1.4.1.1		80 mm compacted thickness for roads and parking areas	m ²				
E1.5	MH 8.5.5	Variations in quantities of prime, curing and tack coats, and bituminous binders					
E1.5.1		Prime Coat					
E1.5.1.1		MC-30 cutback bitumen	ℓ				
E1.5.2		Tack Coat					
E1.5.2.1		60% anionic spray-grade emulsion	ℓ				
E1.5.3		Bituminous binders in asphalt					
E1.5.3.1		50/70 pen-grade bitumen	ℓ				

ITEM NO	PAYMENT REF. No.	DESCRIPTION	UNIT	RATE (Excl. VAT)			
				AREA 1	AREA 2	AREA 3	AREA 4
E1	SANS 1200 MH	ASPHALT BASE AND SURFACING <i>(continues)</i>					
E1.5.3.2		70/100 pen-grade bitumen	ℓ				
E1.6	MH 8.5.6	Mineral filler	t				
E1.7	PSMH 8.5.9	Application of bituminous sealant for cracks and joints in bituminous surfacing					
E1.7.1	PSMH 8.5.9.1	Class C-E1 polymer modified bituminous crack sealant	ℓ				
E1.8	PSMH 8.6	Quality control testing of bitumen and asphalt					
E1.8.1	PSMH 8.6.1	Sampling					
E1.8.1.1		Sampling from Stockpiles as per Test Method TMH5 MB1	No				
E1.8.1.2		Sampling of Bituminous Binders as per Test Method TMH5 MB4	No				
E1.8.1.3		Sampling of Previously Blended (ready mixed) Asphalt as per Test Method TMH5 MB7	No				
E1.8.1.4		Sampling of Asphalt or concrete from completed layer or structure (Coring) as per Test Method TMH5 MC2	No				
E1.8.2	PSMH 8.6.2	Aggregate tests					
E1.8.2.1		Particle size analysis as per Test Method SANS 3001-AG1	No				
E1.8.2.2		Determination of the flakiness index of coarse aggregate as per Test Method SANS 3001-AG4	No				
E1.8.2.3		ACV (aggregate crushing value) and 10% FACT (fines aggregate crushing test)	No				

ITEM NO	PAYMENT REF. No.	DESCRIPTION	UNIT	RATE (Excl. VAT)			
				AREA 1	AREA 2	AREA 3	AREA 4
		values of coarse aggregates as per Test Method SANS 3001-AG10					
E1.8.3	PSMH 8.6.3	Bitumen tests					
E1.8.3.1		Standard Test Method for Penetration of Bituminous Materials as per Test Method ASTM D5 or EN 1426	No				
E1.8.3.2		Standard Test Method for Softening Point of Bitumen (Ring-and-Ball Apparatus) as per Test Method ASTM D36	No				
E1.8.4	PSMH 8.6.4	Asphalt mix tests					
E1.8.4.1		Determination of the soluble binder content and particle size analysis of an asphalt mix as per Test Method SANS 3001-AG20	No				
E1.8.4.2		Determination of the maximum void-less density of asphalt mixes and the quantity of binder absorbed by the aggregate as per Test Method SANS 3001-AS11	No				
E1.8.4.3		Determination of bulk density and void content of compacted asphalt as per Test Method SANS 3001-AS10	No				
E1.8.4.4		Determination of Marshall stability, flow and quotient as per Test Method SANS 3001-AS2	No				
SECTION F CONCRETE KERBING AND CHANNELLING							
F1	SANS 1200 MK	PRE-CAST CONCRETE KERBING					
F1.1	MK 8.2.1	Barrier kerbing Type BK2, as per DWG. No. RD1.1					
F1.1.1		Curved kerbing with radius greater than or equal to 1,0 m and smaller than 3,0 m	m				
F1.1.2		Curved kerbing with radius greater than or equal to 3,0 m and smaller than 6,0 m	m				

ITEM NO	PAYMENT REF. No.	DESCRIPTION	UNIT	RATE (Excl. VAT)			
				AREA 1	AREA 2	AREA 3	AREA 4
F1	SANS 1200 MK	PRE-CAST CONCRETE KERBING <i>(continues)</i>					
F1.1.3		Curved kerbing with radius greater than or equal to 6,0 m and smaller than 20 ,0m	m				
F1.1.4		Curved kerbing with radius greater than 20,0 m	m				
F1.1.5		Straight kerbing	m				
F1.2	MK 8.2.1	Mountable kerbing Type MK10, as per DWG. No. RD1.2					
F1.2.1		Curved kerbing with radius greater than or equal to 1,0 m and smaller than 3,0 m	m				
F1.2.2		Curved kerbing with radius greater than or equal to 3,0 m and smaller than 6,0 m	m				
F1.2.3		Curved kerbing with radius greater than or equal to 6,0 m and smaller than 20,0 m	m				
F1.2.4		Curved kerbing with radius greater than 20,0 m	m				
F1.2.5		Straight kerbing	m				
F2	SANS 1200 MK	PRE-CAST CONCRETE EDGING					
F2.1	MK 8.2.1	Edging, Type E1 as per DWG. No. RD1.3					
F2.1.1		Curved edging with radius greater than or equal to 1,0 m and smaller than 3,0 m	m				
F2.1.2		Curved edging with radius greater than or equal to 3,0 m and smaller than 6,0 m	m				
F2.1.3		Curved edging with radius greater than or equal to 6,0 m and smaller than 20,0 m	m				

ITEM NO	PAYMENT REF. No.	DESCRIPTION	UNIT	RATE (Excl. VAT)			
				AREA 1	AREA 2	AREA 3	AREA 4
F2	SANS 1200 MK	PRE-CAST CONCRETE EDGING <i>(continues)</i>					
F2.1.4		Curved edging with radius greater than 20,0 m	m				
F2.1.5		Straight Edging	m				
F2.2	MK 8.2.1	Edging Type E3, as per DWG. No. RD1.3					
F2.2.1		Curved edging with radius greater than or equal to 1,0 m and smaller than 3,0 m	m				
F2.2.2		Curved edging with radius greater than or equal to 3,0 m and smaller than 6,0 m	m				
F2.2.3		Curved edging with radius greater than or equal to 6,0 m and smaller than 20,0 m	m				
F2.2.4		Curved edging with radius greater than 20,0 m	m				
F2.2.5		Straight Edging	m				
F3	SANS 1200 MK	PRE-CAST CONCRETE CHANNEL					
F3.1	MK 8.2.2	Double Flat Channelling (2No x Type C1), as per DWG. No. RD1.4					
F3.1.1		Curved channel with radius greater than or equal to 1,0 m and smaller than 3,0 m	m				
F3.1.2		Curved channel with radius greater than or equal to 3,0 m and smaller than 6,0 m	m				
F3.1.3		Curved channel with radius greater than or equal to 6,0 m and smaller than 20,0 m	m				
F3.1.4		Curved channel with radius greater than 20,0 m	m				
F3.1.5		Straight channel	m				

ITEM NO	PAYMENT REF. No.	DESCRIPTION	UNIT	RATE (Excl. VAT)			
				AREA 1	AREA 2	AREA 3	AREA 4
F3	SANS 1200 MK	PRE-CAST CONCRETE CHANNEL <i>(continues)</i>					
F3.2	MK 8.2.2	Triple Flat Channelling (3 No x Type C1), as per DWG. No. RD1.4					
F3.2.1		Curved channel with radius greater than or equal to 1,0 m and smaller than 3,0 m	m				
F3.2.2		Curved channel with radius greater than or equal to 3,0 m and smaller than 6,0 m	m				
F3.2.3		Curved channel with radius greater than or equal to 6,0 m and smaller than 20,0 m	m				
F3.2.4		Curved channel with radius greater than 20,0 m	m				
F3.2.5		Straight channel	m				
F4	SANS 1200 MK	PRE-CAST CONCRETE KERB AND CHANNEL COMBINATION					
F4.1	MK 8.2.2	Combination of Barrier kerb Type BK2 and Channel Type C1, as per DWG. No. RD1.1					
F4.1.1		Curved kerb-channel combination with radius greater than or equal to 1,0 m and smaller than 3,0 m	m				
F4.1.2		Curved kerb-channel combination with radius greater than or equal to 3,0 m and smaller than 6,0 m	m				
F4.1.3		Curved kerb-channel combination with radius greater than or equal to 6,0 m and smaller than 20,0 m	m				
F4.1.4		Curved kerb-channel combination with radius greater than 20,0 m	m				
F4.1.5		Straight kerb-channel combination	m				
F4.2	MK 8.2.2	Mountable kerb-channel combination Type CK5, as per DWG. No. RD1.2					

ITEM NO	PAYMENT REF. No.	DESCRIPTION	UNIT	RATE (Excl. VAT)			
				AREA 1	AREA 2	AREA 3	AREA 4
F4	SANS 1200 MK	PRE-CAST CONCRETE KERB AND CHANNEL COMBINATION <i>(continues)</i>					
F4.2.1		Curved kerb-channel combination with radius greater than or equal to 1,0 m and smaller than 3,0 m	m				
F4.2.2		Curved kerb-channel combination with radius greater than or equal to 3,0 m and smaller than 6,0 m	m				
F4.2.3		Curved kerb-channel combination with radius greater than or equal to 6,0 m and smaller than 20,0 m	m				
F4.2.4		Curved kerb-channel combination with radius greater than 20,0 m	m				
F4.2.5		Straight kerb-channel combination	m				
F5	SANS 1200 MK	ANCILLARIES					
F5.1	MK 8.2.6	Curved cast in-situ concrete kerbing and/or channelling with radius less than 1,0 m					
F5.1.1	MK 8.2.6.2	Excavation, restricted, in all materials	m ³				
F5.1.2	MK 8.2.6.2	Concrete, Class 30/19	m ³				
F5.1.3	MK 8.2.6.2	Formwork, smooth surface finish	m ²				
F5.2	MK 8.2.6	Cast in-situ concrete transition sections, kerb inlets and outlets					
F5.2.1	MK 8.2.6.2	Excavation, restricted, in all materials	m ³				
F5.2.2	MK 8.2.6.2	Concrete, Class 30/19	m ³				
F5.2.3	MK 8.2.6.2	Formwork, smooth surface finish	m ²				

ITEM NO	PAYMENT REF. No.	DESCRIPTION	UNIT	RATE (Excl. VAT)			
				AREA 1	AREA 2	AREA 3	AREA 4
SECTION G SEGMENTED PAVING							
G1	SANS 1200 MJ	CLAY BRICK PAVING					
G1.1	MJ 8.2.2	Construction of Paving Complete, using 50 mm thick Crammix Kalahari Red type PB (grade 1) or equivalent clay paving bricks with butt joints on 25 mm thick river sand bed					
G1.1.1		Paving in herringbone pattern	m ²				
G1.1.2		Paving in diagonal pattern	m ²				
G1.1.3		Paving in basket weave pattern	m ²				
G1.1.4		Circular and raking cutting	m ²				
G1.1.5	MJ 8.2.1	Provision of Edge Restraints using 220 mm wide brick-on-flat header course	m				
G1.2	MJ 8.2.2	Construction of Paving Complete using 73 mm Corobrick Multiblend type PB (grade 1) or equivalent clay paving bricks with butt joints on 25 mm thick river sand bed					
G1.2.1		Paving in herringbone pattern	m ²				
G1.2.2		Paving in diagonal pattern	m ²				
G1.2.3		Paving in basket weave pattern	m ²				
G1.2.4		Circular and raking cutting	m ²				
G1.2.5	MJ 8.2.1	Provision of Edge Restraints using 220 mm wide brick-on-flat header course	m				
G1.3	MJ 8.2.2	Construction of Paving Complete using 80 mm thick Grey (grade 1) clay paving bricks with butt joints on 25 mm thick river sand bed					
G1.3.1		Paving in herringbone pattern	m ²				

ITEM NO	PAYMENT REF. No.	DESCRIPTION	UNIT	RATE (Excl. VAT)			
				AREA 1	AREA 2	AREA 3	AREA 4
G1	SANS 1200 MJ	CLAY BRICK PAVING <i>(continues)</i>					
G1.3.2		Paving in diagonal pattern	m ²				
G1.3.3		Paving in basket weave pattern	m ²				
G1.3.4		Circular and raking cutting	m ²				
G1.3.5	MJ 8.2.1	Provision of Edge Restraints using 220 mm wide brick-on-flat header course	m				
G1.4	MJ 8.2.2	Construction of Paving Complete using 60 mm thick Grey (grade 1) clay paving bricks with butt joints on 25 mm thick river sand bed					
G1.4.1		Paving in herringbone pattern	m ²				
G1.4.2		Paving in diagonal pattern	m ²				
G1.4.3		Paving in basket weave pattern	m ²				
G1.4.4		Circular and raking cutting	m ²				
G1.4.5	MJ 8.2.1	Provision of Edge Restraints using 220 mm wide brick-on-flat header course	m				
G1.5	MJ 8.2.2	Construction of Paving Complete, using 70 mm thick Corobrick Rustic blend (grade 1) or equivalent clay paving bricks with butt joints on 25 mm thick river sand bed					
G1.5.1		Paving in herringbone pattern	m ²				
G1.5.2		Paving in diagonal pattern	m ²				
G1.5.3		Paving in basket weave pattern	m ²				
G1.5.4		Circular and raking cutting	m ²				
G1.5.5	MJ 8.2.1	Provision of Edge Restraints using 220 mm wide brick-on-flat header course	m				

ITEM NO	PAYMENT REF. No.	DESCRIPTION	UNIT	RATE (Excl. VAT)			
				AREA 1	AREA 2	AREA 3	AREA 4
G1	SANS 1200 MJ	CLAY BRICK PAVING <i>(continues)</i>					
G1.6	MJ 8.2.2	Construction of Paving Complete, using 50 mm thick Corobrick Rustic blend (grade 1) or equivalent clay paving bricks with butt joints on 25 mm thick river sand bed					
G1.6.1		Paving in herringbone pattern	m ²				
G1.6.2		Paving in diagonal pattern	m ²				
G1.6.3		Paving in basket weave pattern	m ²				
G1.6.4		Circular and raking cutting	m ²				
G1.6.5	MJ 8.2.1	Provision of Edge Restraints using 220 mm wide brick-on-flat header course	m				
G1.7	PSMJ 8.2.6	Construction of Paving Complete, using reclaimed clay paving bricks from temporary stack with butt joints on 25 mm thick river sand bed	m ²				
G2	SANS 1200 MJ	CONCRETE PAVING BLOCKS					
G2.1	MJ 8.2.2	Construction of Paving Complete, using 50 mm thick paving blocks (grade 1) with butt joints on 25 mm thick river sand bed					
G2.1.1		Paving in herringbone pattern	m ²				
G2.1.2		Paving in diagonal pattern	m ²				
G2.1.3		Paving in basket weave pattern	m ²				
G2.1.4		Circular and raking cutting	m ²				
G2.1.5	MJ 8.2.1	Provision of Edge Restraints using 220 mm wide brick-on-flat header course	m				

ITEM NO	PAYMENT REF. No.	DESCRIPTION	UNIT	RATE (Excl. VAT)			
				AREA 1	AREA 2	AREA 3	AREA 4
G2	SANS 1200 MJ	CONCRETE PAVING BLOCKS <i>(continues)</i>					
G2.2	MJ 8.2.2	Construction of Paving Complete, using 60 mm thick paving blocks (grade 1) with butt joints on 25 mm thick river sand bed					
G2.2.1		Paving in herringbone pattern	m ²				
G2.2.2		Paving in diagonal pattern	m ²				
G2.2.3		Paving in basket weave pattern	m ²				
G2.2.4		Circular and raking cutting	m ²				
G2.2.5	MJ 8.2.1	Provision of Edge Restraints using 220 mm wide brick-on-flat header course	m				
G2.3	MJ 8.2.2	Construction of Paving Complete using 80 mm thick paving blocks (grade 1) with butt joints on 25 mm thick river sand bed					
G2.3.1		Paving in herringbone pattern	m ²				
G2.3.2		Paving in diagonal pattern	m ²				
G2.3.3		Paving in basket weave pattern	m ²				
G2.3.4		Circular and raking cutting	m ²				
G2.3.5	MJ 8.2.1	Provision of Edge Restraints using 220 mm wide brick-on-flat header course	m				
G2.4	MJ 8.2.2	Construction of Paving Complete using 50 mm thick non slip precast concrete pavers (grade 1)					
G2.4.1		400 mm x 400 mm	m ²				
G2.4.2		500 mm x 500 mm	m ²				
G2.5	MJ 8.2.2	Construction of Paving Complete using 50 mm thick non slip precast concrete pavers (grade 1)					

ITEM NO	PAYMENT REF. No.	DESCRIPTION	UNIT	RATE (Excl. VAT)			
				AREA 1	AREA 2	AREA 3	AREA 4
G2	SANS 1200 MJ	CONCRETE PAVING BLOCKS <i>(continues)</i>					
G2.5.1		600 mm x 600 mm	m ²				
G2.5.2		400 mm x 600 mm	m ²				
G2.5.3		450 mm x 800 mm	m ²				
G2.6	MJ 8.2.2	Construction of Paving Complete using 50 mm thick precast concrete paver in slate textured	m ²				
G2.6.1		216 mm x 216 mm	m ²				
G2.7	MJ 8.2.2	Construction of Paving Complete using 50 mm thick precast concrete paver in slate textured	m ²				
G2.7.1		440 mm x 440 mm	m ²				
G2.8	MJ 8.2.2	Construction of Paving Complete using 224 x 50 x 55mm thick Aveng infraset parkay or equivalent non-slippery pavers					
G2.8,1		Paving in herringbone pattern	m ²				
G2.8,2		Paving in diagonal pattern	m ²				
G2.8,3		Paving in basket weave pattern	m ²				
G2.8,4		Circular and raking cutting	m ²				
G2.8,5	MJ 8.2.1	Provision of Edge Restraints using 224 mm wide brick-on-flat header course	m				
G2.9	MJ 8.2.2	Construction of Paving Complete using 230 x 140 x 80mm thick Aveng infraset uni-décor or equivalent paver					
G2.9.1		Paving in herringbone pattern	m ²				
G2.9.2		Paving in diagonal pattern	m ²				

ITEM NO	PAYMENT REF. No.	DESCRIPTION	UNIT	RATE (Excl. VAT)			
				AREA 1	AREA 2	AREA 3	AREA 4
G2	SANS 1200 MJ	CONCRETE PAVING BLOCKS <i>(continues)</i>					
G2.9.3		Paving in basket weave pattern	m ²				
G2.9.4		Circular and raking cutting	m ²				
G2.9.5	MJ 8.2.1	Provision of Edge Restraints using 230 mm wide brick-on-flat header course	m				
G2.10	MJ 8.2.2	Construction of Paving Complete using 224 x 112 x 50mm thick Aveng infraset Masonique or equivalent masonique paver					
G2.10.1		Paving in herringbone pattern	m ²				
G2.10.2		Paving in diagonal pattern	m ²				
G2.10.3		Paving in basket weave pattern	m ²				
G2.10.4		Circular and raking cutting	m ²				
G2.10.5	MJ 8.2.1	Provision of Edge Restraints using 224 mm wide brick-on-flat header course	m				
G2.11	PSMJ 8.2.6	Construction of Paving Complete, using reclaimed concrete bricks from temporary stack with butt joints on 25 mm thick river sand bed	m ²				
G3	SANS 1200 MJ	CUTTING OF PAVING BLOCKS					
G3.1	MJ 8.2.3	Cutting Units to Fit Edge Restraints					
G3.1.1		Clay brick pavers, irrespective of type or thickness	m				
G3.1.2		Concrete paving blocks, irrespective of type or thickness	m				

ITEM NO	PAYMENT REF. No.	DESCRIPTION	UNIT	RATE (Excl. VAT)			
				AREA 1	AREA 2	AREA 3	AREA 4
G4		CONCRETE PITCHING					
G4.1	MJ 8.2.2	Construction of Paving Complete using Lafarge Artevia exposed or equivalent decorative concrete					
G4.1.1		20 mm thick concrete code GB ART EXP 30N 14 GRA75	m ²				
G4.1.2		20 mm thick concrete code GB ART EXP 30N 14 82 HRN - WQZ 75	m ²				
G4.1.3		20 mm thick concrete code GB ART EXP 30N 82 HRN - WQZ 75	m ²				
G4.2	PSMJ 8.2.6	Waterproofing Membrane					
G4.2.1		Single layer of 250 micron black polyethylene sheeting	m ²				
SECTION H ANCILLARY ROADWORKS							
H1	SANS 1200 MM	ROAD MARKINGS					
H1.1	PSMM 8.4.1	Non-reflectorisred paint applied at a nominal rate of 0,42 l/m²					
H1.1.1		White lines, broken, 100 mm wide	m				
H1.1.2		White lines, broken, 300 mm wide	m				
H1.1.3		White lines, unbroken, 100 mm wide	m				
H1.1.4		White lines, unbroken, 300 mm wide	m				
H1.1.5		Yellow lines, unbroken, 100 mm wide	m				
H1.1.6		Yellow lines, unbroken, 300 mm wide	m				
H1.1.7		Red lines, unbroken, 100 mm wide	m				
H1.1.8		Red lines, unbroken, 200 mm wide	m				

ITEM NO	PAYMENT REF. No.	DESCRIPTION	UNIT	RATE (Excl. VAT)			
				AREA 1	AREA 2	AREA 3	AREA 4
H1	SANS 1200 MM	ROAD MARKINGS <i>(continues)</i>					
H1.1.9		White characters and symbols, "STOP" 2,5 m high	m ²				
H1.1.10		Yellow characters and symbols, Symbol "FH"	m ²				
H1.1.11		Yellow characters and symbols, Island markings	m ²				
H1.2	MM 8.4.2	Variation in rate of application from that stated in Item 8.4.1					
H1.2.1		White paint	ℓ				
H1.2.2		Yellow paint	ℓ				
H1.2.3		Glass beads	kg				
H1.3	PS 8.4.3	Road Studs					
H1.3.1		Category A with shank	No				
H1.3.2		Category B with shank	No				
H1.3.3		Category C with shank	No				
H1.3.4		Category A without shank	No				
H1.3.5		Category B without shank	No				
H1.3.6		Category C without shank	No				
H1.4	PSMM 8.4.4	Setting out and pre-marking:					
H1.4.1		Lines (excluding traffic island markings, characters and symbols)	m				
H1.4.2		Characters and symbols	m ²				
H1.4.3		Island markings	m ²				

ITEM NO	PAYMENT REF. No.	DESCRIPTION	UNIT	RATE (Excl. VAT)			
				AREA 1	AREA 2	AREA 3	AREA 4
H1	SANS 1200 MM	ROAD MARKINGS <i>(continues)</i>					
H1.5	PSMM 8.4.5	Removal of existing, temporary or permanent road markings					
H1.5.1		Sandblasting	m ²				
H1.5.2		Overpainting with black paint as temporary measure	m ²				
H1.5.3		Removal of existing road studs	No				
H2	SANS 1200 MM	SPEED HUMPS AND RAISED PEDESTRAIN CROSSINGS					
H2.1	PSMM 8.6.1	Removal of existing speed hump and/or raised pedestrian crossing at the location indicated by the Employer's Agent	m ³				
H2.2	PSMM 8.6.2	Provision of new speed hump in accordance with Drawing No. RD10 at the location indicated by the Employer's Agent	m ³				
H2.3	PSMM 8.6.3	Provision of new raised pedestrian crossing in accordance with Drawing No. RD11 (crossing only, excluding wheelchair ramps) at the location indicated by the Employer's Agent	m ³				
H2.4	PSMM 8.6.4	Provision of wheelchair ramp (including dip kerb) in accordance with Drawing No. RD3.1A to RD3.1B at the location indicated by the Employer's Agent	m ²				
H3	SANS 1200 MM	GUARDRAILS					
H3.1	MM 8.2.1	Guardrail on posts					
H3.1.1		Galvanised	m				
H3.1.2		Painted	m				

ITEM NO	PAYMENT REF. No.	DESCRIPTION	UNIT	RATE (Excl. VAT)			
				AREA 1	AREA 2	AREA 3	AREA 4
H3	SANS 1200 MM	GUARDRAILS <i>(continues)</i>					
H3.2	MM 8.2.2	Extra-Over Item 8.2.1 for Horizontally Curved Guardrails Factory-Bent to a Radius of less than 150 m	m				
H3.3	MM 8.2.3	End Units					
H3.3.1		End wings (galvanised)	No				
H3.4	MM 8.2.4	Additional guardrail posts					
H3.4.1		Timber with soil-cement backfill	No				
H3.5	MM 8.2.5	Reflective plates	No				
H3.6	MM 8.2.6	Dismantling existing guardrails	m				
H3.7	MM 8.2.7	Repainting existing guardrails	m				
H4	SANS 1200 MM	BOLLARDS					
H4.1	PSMM 8.5.2	1400 mm High Concrete Bollards					
H4.1.1		150 mm diameter concrete bollard complete with six (6) Y10 bars 1125mm long with R10 links at 150 mm pitch; 950 mm high exposed aggregate finish above ground level with 30 mm recess on top and cast in 300 mm x 300 mm x 450 mm concrete footing.	No				
H4.1.2		250 mm diameter concrete bollard complete with six (6) Y10 bars 1125 mm long with R10 links at 150 mm pitch; 1000 mm high exposed aggregate finish above ground level with 30 mm recess on top and cast in 400 mm x 400 mm x 400 mm concrete footing.	No				

ITEM NO	PAYMENT REF. No.	DESCRIPTION	UNIT	RATE (Excl. VAT)			
				AREA 1	AREA 2	AREA 3	AREA 4
H4	SANS 1200 MM	BOLLARDS <i>(continues)</i>					
H4.2	PSMM 8.5.3	1400 mm High Steel Bollards					
H4.2.1		101 mm diameter galvanised fixed steel post formed of 2 mm thick wall tubing cast in 400 mm x 400 mm x 500 mm concrete footing	No				
H4.2.2		152 mm diameter galvanised steel post formed of 3 mm thick wall tubing cast in 400 mm x 400 mm x 500 mm concrete footing	No				
H4.2.3		101 mm diameter powder coated steel post formed of 2 mm thick wall tubing cast in 400 mm x 400 mm x 500 mm concrete footing	No				
H4.2.4		152 mm diameter powder coated steel post formed of 3 mm thick wall tubing cast in 400 mm x 400 mm x 500 mm concrete footing	No				
SECTION I GENERAL, TEMPORARY WORKS, ETC.							
I1	SANS 1200 A	FIXED CHARGE GENERAL COSTS					
I1.1	PSA 8.3.2.2	Facilities for Contractor					
I1.1.1		For project value of R 2,000 up to R 50,000	Sum				
I1.1.2		For project value of R 50,001 up to R 200,000	Sum				
I1.1.3		For project value of R 200,001 to R 1,000,000	Sum				
I1.1.4		For project value of R 1,000,001 up to R 2,000,000	Sum				
I1.1.5		For project value of R 2,000,001 up to R 4,000,000	Sum				

ITEM NO	PAYMENT REF. No.	DESCRIPTION	UNIT	RATE (Excl. VAT)			
				AREA 1	AREA 2	AREA 3	AREA 4
I2	SANS 1200 A	HEALTH & SAFETY REQUIREMENTS					
I2.1	PSA 8.3.3	Complying with Health and Safety requirements in terms of Construction Regulations 2014					
I3	SANS 1200 A	TIME-RELATED GENERAL COSTS					
I3.1	PSA 8.4.2.2	Facilities for Contractor					
I3.1.1		For project value of R 2,000 up to R 50,000	day				
I3.1.2		For project value of R 50,001 up to R 200,000	day				
I3.1.3		For project value of R 200,001 to R 1,000,000	day				
I3.1.4		For project value of R 1,000,001 up to R 2,000,000	day				
I3.1.5		For project value of R 2,000,001 up to R 4,000,000	day				
I4	SANS 1200 A	DAYWORKS					
I4.1	PSA 8.7.1	Labour Charges					
I4.1.1		Overtime/after hours Labourer	h				
I4.1.2		Overtime/after hours Artisan	h				
I4.1.3		Flag person	h				
I4.1.4		Security guard if required (Refer to scope of works)	h				
I4.1.5		Provision for the remuneration of a Community Liason Officer if required (Refer to scope of works)	h				

ITEM NO	PAYMENT REF. No.	DESCRIPTION	UNIT	RATE (Excl. VAT)			
				AREA 1	AREA 2	AREA 3	AREA 4
I4	SANS 1200 A	DAYWORKS <i>(continues)</i>					
I4.2	PSA 8.7.2	Call out rate per project	No				
I5	SANS 1200 A	CONTINGENCY AMOUNT					
I5.1	PSA 8.9.1	Allow the sum of 10% (ten percent) of the Sub-total of the bills in the Summary of the Bills of Quantities for Contigencies per Works Project to be spent as the Employer's Agent may direct and to be deducted in whole or in part if not required	%	10	10	10	10

DECLARATION (In respect of completeness of Tender)

City of Cape Town
Tower Block, Civic Centre
12 Hertzog Boulevard
CAPE TOWN

I/we, the undersigned, do hereby declare that these are the properly priced Schedule of Rates forming Part C2.2 of this Contract Document containing 34 pages in consecutive order, with Annex 5 attached containing pages in consecutive order, upon which my/our tender for **TENDER NO. 372Q/2021/22: TERM TENDER FOR REPAIRS AND MAINTENANCE OF ASPHALT AND PAVED SURFACES TO MUNICIPAL FACILITIES WITHIN THE CITY OF CAPE TOWN** has been based. If I/we have submitted a printed version of the Schedules of Rates, I/we warrant that no amendments have been made to it from the original, other than amendments issued in any Addenda in terms of Clause C.3.2 in Part T1.2 Tender Data.

SIGNATURE OF TENDERER/S

DATE

CITY OF CAPE TOWN

FACILITIES MANAGEMENT

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T2.2 Returnable Schedules

NOTE: Certain of the following Returnable Schedules, amended as applicable, will also have to be completed for each Works Project.

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SCHEDULE 1 : COMPULSORY ENTERPRISE QUESTIONNAIRE

The following particulars must be furnished. In the case of a joint venture, separate enterprise questionnaires in respect of each partner must be completed and submitted.	
Section 1: Name of enterprise:	
Section 2: VAT registration number, if any:	
Section 2a: National Treasury Central Supplier Database registration number :	
Section 2b: SARS Tax Compliance Status PIN :	
Section 3: cidb registration number, if any:	
Section 4: Particulars of sole proprietors and partners in partnerships	
* 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: Foreign Bidding Suppliers	
Is tenderer the accredited representative in South Africa for the Goods / Services / Works offered?	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, enclose proof
Is tenderer a foreign based supplier for the Goods / Services / Works offered?	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, answer the Questionnaire to Bidding Foreign Suppliers (below)
Questionnaire to Bidding Foreign Suppliers	
a) Is the tenderer a resident of the Republic of South Africa or an entity registered in South Africa?	<input type="checkbox"/> Yes <input type="checkbox"/> No
b) Is the tenderer a resident of the Republic of South Africa or an entity registered in South Africa?	<input type="checkbox"/> Yes <input type="checkbox"/> No
c) Does the tenderer have a permanent establishment in the Republic of South Africa?	<input type="checkbox"/> Yes <input type="checkbox"/> No
d) Does the tenderer have any source of income in the Republic of South Africa?	<input type="checkbox"/> Yes <input type="checkbox"/> No

e) Is the tenderer liable in the Republic of South Africa for any form of taxation?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
---	------------------------------	-----------------------------

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

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

Signed _____ Date _____

Name _____ Position _____

Enterprise name

SIGNED ON BEHALF OF TENDERER:

CITY OF CAPE TOWN

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SCHEDULE 2 : CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

I, the undersigned, in submitting this tender for Contract No. **372Q/2021/22: TERM TENDER FOR REPAIRS AND MAINTENANCE OF ASPHALT AND PAVED SURFACES TO MUNICIPAL FACILITIES WITHIN THE CITY OF CAPE TOWN**

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

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

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

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

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this invitation to tender relates;
9. The terms of this tender have not been, and will not be, disclosed by the tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening or of the awarding of the contract;
10. I am aware that , in addition and without prejudice to any other remedy provided to combat any restrictive practices related to tenders and contracts, tenders that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No. 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004 or any other applicable legislation.

.....
Signature

.....
Date

.....
Name

.....
Position

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SCHEDULE 3 : CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

This returnable schedule is to be completed by 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.....
		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.

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SCHEDULE 4: DECLARATION OF TENDERER’S PAST SUPPLY CHAIN MANAGEMENT PRACTICES (MBD 8)

Where the entity tendering is a joint venture, each party to the joint venture must sign a declaration in terms of the Municipal Finance Management Act, 56 of 2003, and attach it to this schedule.

- 1 **The tender offer of any tenderer may be rejected if that tenderer or any of its directors/members 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).
- 2 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
1.1	Is the Tenderer or any of its directors listed on the National Treasury’s Database of Restricted Suppliers as a company or person prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the 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"/>
1.1.1	If so, furnish particulars:		
1.2	Is the Tenderer 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, 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"/>
1.2.1	If so, furnish particulars:		
1.3	Was the Tenderer 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"/>
1.3.1	If so, furnish particulars:		
1.4	Does the Tenderer 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"/>
1.4.1	If so, furnish particulars:		
1.5	Was any contract between the Tenderer 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"/>
1.5.1	If so, furnish particulars:		

I, _____, the undersigned,
(full name in block letters)

certify that the information furnished on this declaration form is true and correct, and 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 Tenderer/Contractor

Where the entity tendering is a joint venture, each party to the joint venture must sign a declaration in terms of the Municipal Finance Management Act, 56 of 2003, and attach it to this schedule.

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SCHEDULE 5: DECLARATION OF INTEREST – STATE EMPLOYEES (MBD 4 amended)

- 1. No bid will be accepted from:
 - 1.1 persons in the service of the state¹, or
 - 1.2 if the person is not a natural person, of which any director, manager or principal shareholder or stakeholder is in the service of the state, or
 - 1.3 from persons, or entities of which any director, manager or principal shareholder or stakeholder, has been in the service of the City of Cape Town during the twelve (12) months after the City employee has left the employ of the City, or
 - 1.4 from an entity who has employed a former City employee who was at a level of T14 of higher at the time of leaving the City's employ and involved in any of the City's bid committees for the bid submitted, if:
 - 1.4.1 the City employee left the City's employment voluntarily, during a period of twelve (12) months after the City employee has left the employ of the City;
 - 1.4.2 the City employee left the City's employment whilst facing disciplinary action by the City, during a period of twenty-four (24) months after the City employee has left the employ of the City, or any other period prescribed by applicable legislative provisions, after having left the City's employ.

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. 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 service of the state, it is required that the tenderer 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.

3.1 Full Name of tenderer or his or her representative:.....

3.2 Identity Number:

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

3.4 Company or Close Corporation 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 who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

3.10.1 If yes, furnish particulars.

.....

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

3.11.1 If yes, furnish particulars

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

3.12.1 If yes, furnish particulars.....

3.13 Are 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.

13.4 Do you or any of the directors, trustees, managers, principle shareholders, or 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 Have you, or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company been in the service of the City of Cape Town in the past twelve months? **YES / NO**

3.15.1 If yes, furnish particulars

3.16 Do you have any employees who was/were in the service of the City of Cape Town at a level of T14 or higher at the time they left the employ of the City, and who was involved in any of the City's bid committees for this bid? **YES / NO**

3.16.1 If yes, furnish particulars

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

Full Name	Identity Number	State Employee Number

If the above table does not sufficient to provide the details of all directors / trustees / shareholders, please append full details to the tender submission.

The tenderer hereby certifies that the information set out in this schedule and/or attached thereto is true and correct, and acknowledges that failure to properly and truthfully complete this schedule may result in the tender being disqualified, and/or (in the event that the tenderer is successful) the cancellation of the contract, restriction of the tenderer or the exercise by the employer of any other remedies available to it

Signature

Date

Name (PRINT)

(For and on behalf of the tenderer, duly authorised)

1MSCM 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) an executive 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.

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SCHEDULE 6: AUTHORISATION FOR THE DEDUCTION OF OUTSTANDING AMOUNTS OWED TO THE CITY OF CAPE TOWN

To: THE CITY MANAGER, CITY OF CAPE TOWN

From:

(Name of tenderer)

The tenderer:

- a) hereby acknowledges that according to SCM Regulation 38(1)(d)(i) the City Manager may reject the tender of the tenderer if any municipal rates and taxes or municipal service charges owed by the tenderer (or any of its directors/members/partners) to the CCT, or to any other municipality or municipal entity, are in arrears for more than 3 (three) months; and
- b) therefore hereby agrees and authorises the CCT to deduct the full amount outstanding by the Tenderer or any of its directors/members/partners from any payment due to the tenderer; and
- c) confirms the information as set out in the tables below for the purpose of giving effect to b) above;

The tenderer hereby certifies that the information set out in this schedule and/or attached hereto is true and correct, and acknowledges that failure to properly and truthfully complete this schedule may result in steps being taken against the tenderer, the tender being disqualified, and/or (in the event that the tenderer is successful) the cancellation of the contract and/or steps in terms of abuse of the Supply Chain Management Policy.

Physical Business address of the Tenderer	Municipal Account number(s)

If there is not enough space for all the names, please attach the additional details to the Contract Document

Name of Director / Member / Partner	Identity Number	Physical residential address of Director / Member / Partner	Municipal Account number(s)

Signature
Print name:
On behalf of the tenderer (duly authorised)

Date

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SCHEDULE 7: DECLARATION IN RESPECT OF COMPLIANCE WITH LABOUR LEGISLATION

Tenderers must be registered with the relevant Bargaining Council as contained in the tender conditions and must append to this schedule a certificate of compliance / letter of good standing in terms of the relevant Government Gazette that indicates compliance / validity at the time of tender award.

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

Declaration in respect of labour legislation

The tenderer, by signing this schedule, declares that it will comply with all labour legislation, as may be applicable.

SIGNED ON BEHALF OF TENDERER:

CITY OF CAPE TOWN

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SCHEDULE 8: CONFIRMATION OF CITY OF CAPE TOWN SUPPLIER DATABASE REGISTRATION

<u>CITY OF CAPE TOWN</u> VENDOR DATABASE REGISTRATION		
COMPANY NAME	REGISTERED YES/NO	REGISTRATION NUMBER IF APPLICABLE

SIGNED ON BEHALF OF TENDERER:

CITY OF CAPE TOWN

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SCHEDULE 9: SCHEDULE OF WORK EXPERIENCE OF TENDERER

The tenderer shall insert in the spaces provided below a list of similar completed contracts awarded to him and those currently being undertaken.

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

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

SIGNED ON BEHALF OF TENDERER:

CITY OF CAPE TOWN

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SCHEDULE 10: SCHEDULE OF EQUIPMENT INSTALLATIONS AND SERVICE HISTORY

The tenderer shall insert in the spaces provided below a list of similar completed contracts and those currently being undertaken where the equipment offered has been supplied. Attach additional pages if more space is required.

MANUFACTURER

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

SIGNED ON BEHALF OF TENDERER:

CITY OF CAPE TOWN

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SCHEDULE 11: CONFIRMATION OF CONTRACTOR REGISTRATION / ACCREDITATION

SANS 9001

Where a QA system has been approved in terms of SANS 9001, state registration certificate number and standard.

Certificate No:

SANS 14001

Where an Environmental Management System has been approved in terms of SANS 14001, state registration certificate number and standard.

Certificate No:

OHSAS 18001

Where an Occupational Health and Safety (OHS) Management System has been approved in terms of OHSAS 18001, state registration certificate number and standard.

Certificate No:

NRS 040-3:2002

Where a person has been authorised, in writing, to be responsible for ensuring that the work on or near medium and high voltage equipment and installations can be carried out with safety.

	Name of Responsible Person	Certificate Number	Certificate Date	Copy of Certificate (Y/N)
1				
2				
3				
4				
5				

SIGNED ON BEHALF OF TENDERER:

CITY OF CAPE TOWN

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SCHEDULE 12: DETAILS OF QUALIFICATIONS AND EXPERIENCE OF STAFF

Tenderers shall set out in the Schedule hereunder details of the listed staff's experience in work of a similar nature to that for which their Tender is submitted.

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

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

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

SIGNED ON BEHALF OF THE TENDERER:

CITY OF CAPE TOWN

FACILITIES MANAGEMENT

CONTRACT NO. 372Q/2021/22

TERM TENDER FOR REPAIRS AND MAINTENANCE OF ASPHALT AND PAVED SURFACES TO MUNICIPAL FACILITIES WITHIN THE CITY OF CAPE TOWN

SCHEDULE 13: SCHEDULE OF CONSTRUCTION EQUIPMENT

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

CONSTRUCTION EQUIPMENT IMMEDIATELY AVAILABLE

DESCRIPTION, SIZE, CAPACITY	NUMBER

CONSTRUCTION EQUIPMENT ON ORDER

(State details of arrangements made, with delivery dates)

DESCRIPTION, SIZE, CAPACITY	NUMBER

CONSTRUCTION EQUIPMENT THAT WILL BE ACQUIRED OR HIRED

(State details of delivery arrangements)

DESCRIPTION, SIZE, CAPACITY	NUMBER

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

SIGNED ON BEHALF OF TENDERER:
 |

CITY OF CAPE TOWN
FACILITIES MANAGEMENT

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TERM TENDER FOR REPAIRS AND MAINTENANCE OF ASPHALT AND PAVED SURFACES TO MUNICIPAL FACILITIES WITHIN THE CITY OF CAPE TOWN

SCHEDULE 14: DETAILS OF TENDERER'S WORKSHOP FACILITIES

The tenderer shall state below what technical support centres and repair facilities for the tenderer and/or manufacturer will be available for this Contract and for post contract support.

Technical Support Centre:

Repair facilities:

Address

Number of Artisans Normally Employed by Firm

Number of Technically Qualified Persons Employed

Spares held in stock:

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

SIGNED ON BEHALF OF TENDERER:

.....

CITY OF CAPE TOWN

FACILITIES MANAGEMENT

CONTRACT NO. 372Q/2021/22

TERM TENDER FOR REPAIRS AND MAINTENANCE OF ASPHALT AND PAVED SURFACES TO MUNICIPAL FACILITIES WITHIN THE CITY OF CAPE TOWN

SCHEDULE 15: SCHEDULE OF SUB-CONTRACTORS

We notify you that it is our intention to employ the following sub-contractors for work (excluding work covered by provisional sums and contingencies) in this contract.

Acceptance of this tender shall not be construed as approval of all or any of the listed sub-contractors. Should any of the sub-contractors not be approved subsequent to acceptance of the tender, this shall in no way invalidate the contract, and the tendered unit rates for the various items making up the work activities shall remain final and binding.

SUB-CONTRACTORS		
Sub-contractor's name	Work activities to be undertaken by the Sub-contractor	Estimated value of work (Rand)

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

]

SIGNED ON BEHALF OF TENDERER:

[

CITY OF CAPE TOWN

FACILITIES MANAGEMENT

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TERM TENDER FOR REPAIRS AND MAINTENANCE OF ASPHALT AND PAVED SURFACES TO MUNICIPAL FACILITIES WITHIN THE CITY OF CAPE TOWN

SCHEDULE 16: HEALTH AND SAFETY PLAN

Tenderers are referred to the requirements of Clause C.2.18.4 in Part T1.2 Tender Data and shall append the required draft Health and Safety Plan to this Schedule.

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

SIGNED ON BEHALF OF TENDERER:

CITY OF CAPE TOWN

FACILITIES MANAGEMENT

CONTRACT NO. 372Q/2021/22

TERM TENDER FOR REPAIRS AND MAINTENANCE OF ASPHALT AND PAVED SURFACES TO MUNICIPAL FACILITIES WITHIN THE CITY OF CAPE TOWN

SCHEDULE 17: PROPOSED DEVIATIONS AND QUALIFICATIONS BY TENDERER

The Tenderer should record any **proposed** deviations or qualifications he may wish to make to the tender documents in this Returnable Schedule. Alternatively, a tenderer may state such proposed deviations and qualifications in a covering letter attached to his tender and reference such letter in this schedule. Any proposed deviations or qualifications contained in a covering letter which is not referenced in this schedule will not be considered.

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

If no deviations or qualifications are proposed, the schedule hereunder is to be marked NIL and signed by the Tenderer.

PAGE	CLAUSE OR ITEM	PROPOSED DEVIATION OR QUALIFICATION

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

SIGNED ON BEHALF OF TENDERER:

CITY OF CAPE TOWN

FACILITIES MANAGEMENT]

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TERM TENDER FOR REPAIRS AND MAINTENANCE OF ASPHALT AND PAVED SURFACES TO MUNICIPAL FACILITIES WITHIN THE CITY OF CAPE TOWN]

SCHEDULE 18: FUNCTIONALITY CRITERIA

[

Not applicable to this tender.

SIGNED ON BEHALF OF TENDERER:

]

CITY OF CAPE TOWN

FACILITIES MANAGEMENT]

CONTRACT NO. 372Q/2021/22

TERM TENDER FOR REPAIRS AND MAINTENANCE OF ASPHALT AND PAVED SURFACES TO MUNICIPAL FACILITIES WITHIN THE CITY OF CAPE TOWN]

SCHEDULE 19: AREAS OF PREFERENCE

[Not applicable to this tender.

SIGNED ON BEHALF OF TENDERER:

]

CITY OF CAPE TOWN

FACILITIES MANAGEMENT

CONTRACT NO. 372Q/2021/22

TERM TENDER FOR REPAIRS AND MAINTENANCE OF ASPHALT AND PAVED SURFACES TO MUNICIPAL FACILITIES WITHIN THE CITY OF CAPE TOWN

SCHEDULE 20 : DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS (AREA 1)

This declaration is based on and replaces Municipal Bid Document 6.2 (MBD 6.2).

The amendments made to the MBD 6.2 document have been necessary to clarify this standard document as it relates to local production and content in the designated sector.

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

Documents listed herein are downloadable from the dti's official website, <http://www.thedti.gov.za>.

This schedule must be completed by tenderers and returned with their tender at the closing date and time for this tender.

1. General Conditions

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

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

Where

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

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by Nedbank at close of business on the date of advertisement of the bid as required in paragraph 4.1 below.

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

- 1.6 A bid may be disqualified/declared non-responsive if this Declaration Certificate and Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation.

SCHEDULE 20 : DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS (Cont'd)

2. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
Steel Products and Components for Construction sector	100%

3. Does any portion of the services, works or goods offered for Items as detailed in Annexure C have any imported content?
(Tick applicable box)

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

- 3.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the above General Conditions must be the rate(s) published by Nedbank at close of business on the date of advertisement of the bid.

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

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Suppliers must submit proof of the Nedbank rate(s) of exchange used.

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

CITY OF CAPE TOWN

FACILITIES MANAGEMENT
 CONTRACT NO. 372Q/2021/22

TERM TENDER FOR ROAD RESURFACING AND ANCILLARY WORK

SCHEDULE 20 : DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS (Cont'd) AREA 1

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

IN RESPECT OF BID NO.

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

NB

- 1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on http://www.thedti.gov.za/industrial_development/ip.jsp. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, (full names),
 do hereby declare, in my capacity as
 of(name of bidder entity), the following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
 - (i) the goods to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011;
- (c) The local content percentages (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C;

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 2 above)	
Local content %, as calculated in terms of SATS 1286:2011	

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above. The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E.

- (d) I accept that the Procurement Authority / Municipality /Municipal Entity has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Municipal / Municipal Entity imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____ DATE: _____

WITNESS No. 1 _____ DATE: _____

WITNESS No. 2 _____ DATE: _____

Annex C: Area 1

Local Content Declaration - Summary Schedule

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

Note: VAT to be excluded from all calculations

		Calculation of local content					
Tender item no's	List of items	Tender price per UoM (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)
H3.1.1	Galvanised						
H3.3.1	End wings (galvanised)						
H4.2.1	101 mm diameter galvanised fixed steel post formed of 2 mm thick wall tubing cast in 400 mm x 400 mm x 500 mm concrete footing						
H4.2.2	152 mm diameter galvanised steel post formed of 3 mm thick wall						

Tender summary			
Anticipated Annual Tender Qty (m)	Total tender value	Total exempted imported content	Total Imported content
(C16)	(C17)	(C18)	(C19)

	tubing cast in 400 mm x 400 mm x 500 mm concrete footing										
H4.2.3	101 mm diameter powder coated steel post formed of 2 mm thick wall tubing cast in 400 mm x 400 mm x 500 mm concrete footing										
H4.2.4	152 mm diameter powder coated steel post formed of 3 mm thick wall tubing cast in 400 mm x 400 mm x 500 mm concrete footing										

(C20) Total tender value

R

(C21) Total Exempt imported content

R

(C22) Total Tender value net of exempt imported content

R

(C23) Total Imported content

R

(C24) Total local content

R

(C25) Average local content % of tender

Signature of tenderer from Annex B

Date: _____

CITY OF CAPE TOWN

FACILITIES MANAGEMENT

CONTRACT NO. 372Q/2021/22

TERM TENDER FOR REPAIRS AND MAINTENANCE OF ASPHALT AND PAVED SURFACES TO MUNICIPAL FACILITIES WITHIN THE CITY OF CAPE TOWN

SCHEDULE 20 : DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS (AREA 2)

This declaration is based on and replaces Municipal Bid Document 6.2 (MBD 6.2).

The amendments made to the MBD 6.2 document have been necessary to clarify this standard document as it relates to local production and content in the designated sector.

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

Documents listed herein are downloadable from the dti's official website, <http://www.thedti.gov.za>.

This schedule must be completed by tenderers and returned with their tender at the closing date and time for this tender.

2. General Conditions

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

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

Where

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

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by Nedbank at close of business on the date of advertisement of the bid as required in paragraph 4.1 below.

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

- 1.6 A bid may be disqualified/declared non-responsive if this Declaration Certificate and Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation.

SCHEDULE 20 : DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS (Cont'd)

2. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
Steel Products and Components for Construction sector	100%

3. Does any portion of the services, works or goods offered for Items as detailed in Annexure C have any imported content?
(Tick applicable box)

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

- 3.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the above General Conditions must be the rate(s) published by Nedbank at close of business on the date of advertisement of the bid.

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

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Suppliers must submit proof of the Nedbank rate(s) of exchange used.

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

CITY OF CAPE TOWN

FACILITIES MANAGEMENT
 CONTRACT NO. 372Q/2021/22

TERM TENDER FOR ROAD RESURFACING AND ANCILLARY WORK

SCHEDULE 20 : DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS (Cont'd)

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

IN RESPECT OF BID NO.

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

NB

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

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

I, the undersigned, (full names),
 do hereby declare, in my capacity as
 of(name of bidder entity), the following:

(f) The facts contained herein are within my own personal knowledge.

(g) I have satisfied myself that:
 (ii) the goods to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011;

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

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 2 above)	
Local content %, as calculated in terms of SATS 1286:2011	

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above. The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E.

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

(j) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Municipal / Municipal Entity imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____ DATE: _____

WITNESS No. 1 _____ DATE: _____

WITNESS No. 2 _____ DATE: _____

Annex C: Area 2

Local Content Declaration - Summary Schedule

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

Note: VAT to be excluded from all calculations

		Calculation of local content					
Tender item no's	List of items	Tender price per UoM (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)
H3.1.1	Galvanised						
H3.3.1	End wings (galvanised)						
H4.2.1	101 mm diameter galvanised fixed steel post formed of 2 mm thick wall tubing cast in 400 mm x 400 mm x 500 mm concrete footing						
H4.2.2	152 mm diameter galvanised steel post formed of 3 mm thick wall						

Tender summary			
Anticipated Annual Tender Qty (m)	Total tender value	Total exempted imported content	Total Imported content
(C16)	(C17)	(C18)	(C19)

	tubing cast in 400 mm x 400 mm x 500 mm concrete footing										
H4.2.3	101 mm diameter powder coated steel post formed of 2 mm thick wall tubing cast in 400 mm x 400 mm x 500 mm concrete footing										
H4.2.4	152 mm diameter powder coated steel post formed of 3 mm thick wall tubing cast in 400 mm x 400 mm x 500 mm concrete footing										

(C20) Total tender value

R

Signature of tenderer from Annex B

(C21) Total Exempt imported content

R

(C22) Total Tender value net of exempt imported content

R

(C23) Total Imported content

R

(C24) Total local content

R

(C25) Average local content % of tender

Date: _____

CITY OF CAPE TOWN

FACILITIES MANAGEMENT

CONTRACT NO. 372Q/2021/22

TERM TENDER FOR REPAIRS AND MAINTENANCE OF ASPHALT AND PAVED SURFACES TO MUNICIPAL FACILITIES WITHIN THE CITY OF CAPE TOWN

SCHEDULE 20 : DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS (AREA 3)

This declaration is based on and replaces Municipal Bid Document 6.2 (MBD 6.2).

The amendments made to the MBD 6.2 document have been necessary to clarify this standard document as it relates to local production and content in the designated sector.

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

Documents listed herein are downloadable from the dti's official website, <http://www.thedti.gov.za>.

This schedule must be completed by tenderers and returned with their tender at the closing date and time for this tender.

3. General Conditions

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

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

Where

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

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by Nedbank at close of business on the date of advertisement of the bid as required in paragraph 4.1 below.

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

- 1.6 A bid may be disqualified/declared non-responsive if this Declaration Certificate and Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation.

SCHEDULE 20 : DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS (Cont'd)

2. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
Steel Products and Components for Construction sector	100%

3. Does any portion of the services, works or goods offered for Items as detailed in Annexure C have any imported content?
(Tick applicable box)

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

- 3.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the above General Conditions must be the rate(s) published by Nedbank at close of business on the date of advertisement of the bid.

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

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Suppliers must submit proof of the Nedbank rate(s) of exchange used.

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

CITY OF CAPE TOWN

FACILITIES MANAGEMENT
 CONTRACT NO. 372Q/2021/22

TERM TENDER FOR ROAD RESURFACING AND ANCILLARY WORK

SCHEDULE 20 : DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS (Cont'd)

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

IN RESPECT OF BID NO.

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

NB

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

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

I, the undersigned, (full names),
 do hereby declare, in my capacity as
 of(name of bidder entity), the following:

(k) The facts contained herein are within my own personal knowledge.

(l) I have satisfied myself that:
 (iii) the goods to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011;

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

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 2 above)	
Local content %, as calculated in terms of SATS 1286:2011	

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above. The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E.

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

(o) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Municipal / Municipal Entity imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____ DATE: _____

WITNESS No. 1 _____ DATE: _____

WITNESS No. 2 _____ DATE: _____

Annex C: Area 3

Local Content Declaration - Summary Schedule

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

Note: VAT to be excluded from all calculations

		Calculation of local content					
Tender item no's	List of items	Tender price per UoM (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)
H3.1.1	Galvanised						
H3.3.1	End wings (galvanised)						
H4.2.1	101 mm diameter galvanised fixed steel post formed of 2 mm thick wall tubing cast in 400 mm x 400 mm x 500 mm concrete footing						
H4.2.2	152 mm diameter galvanised steel post formed of 3 mm thick wall						

Tender summary			
Anticipated Annual Tender Qty (m)	Total tender value	Total exempted imported content	Total Imported content
(C16)	(C17)	(C18)	(C19)

	tubing cast in 400 mm x 400 mm x 500 mm concrete footing										
H4.2.3	101 mm diameter powder coated steel post formed of 2 mm thick wall tubing cast in 400 mm x 400 mm x 500 mm concrete footing										
H4.2.4	152 mm diameter powder coated steel post formed of 3 mm thick wall tubing cast in 400 mm x 400 mm x 500 mm concrete footing										

(C20) Total tender value	R	
(C21) Total Exempt imported content	R	
(C22) Total Tender value net of exempt imported content	R	
(C23) Total Imported content		R
(C24) Total local content		R
(C25) Average local content % of tender		

Signature of tenderer from Annex B

Date: _____

CITY OF CAPE TOWN

FACILITIES MANAGEMENT

CONTRACT NO. 372Q/2021/22

TERM TENDER FOR REPAIRS AND MAINTENANCE OF ASPHALT AND PAVED SURFACES TO MUNICIPAL FACILITIES WITHIN THE CITY OF CAPE TOWN

SCHEDULE 20 : DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS (AREA 4)

This declaration is based on and replaces Municipal Bid Document 6.2 (MBD 6.2).

The amendments made to the MBD 6.2 document have been necessary to clarify this standard document as it relates to local production and content in the designated sector.

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

Documents listed herein are downloadable from the dti's official website, <http://www.thedti.gov.za>.

This schedule must be completed by tenderers and returned with their tender at the closing date and time for this tender.

4. General Conditions

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

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

Where

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

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by Nedbank at close of business on the date of advertisement of the bid as required in paragraph 4.1 below.

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

- 1.6 A bid may be disqualified/declared non-responsive if this Declaration Certificate and Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation.

SCHEDULE 20 : DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS (Cont'd)

2. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
Steel Products and Components for Construction sector	100%

3. Does any portion of the services, works or goods offered for Items as detailed in Annexure C have any imported content?
(Tick applicable box)

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

- 3.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the above General Conditions must be the rate(s) published by Nedbank at close of business on the date of advertisement of the bid.

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

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Suppliers must submit proof of the Nedbank rate(s) of exchange used.

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

CITY OF CAPE TOWN

FACILITIES MANAGEMENT
 CONTRACT NO. 372Q/2021/22

TERM TENDER FOR ROAD RESURFACING AND ANCILLARY WORK

SCHEDULE 20 : DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS (Cont'd)

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

IN RESPECT OF BID NO.

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

NB

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

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

I, the undersigned, (full names),
 do hereby declare, in my capacity as
 of(name of bidder entity), the following:

(p) The facts contained herein are within my own personal knowledge.

(q) I have satisfied myself that:
 (iv) the goods to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011;

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

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 2 above)	
Local content %, as calculated in terms of SATS 1286:2011	

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above. The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E.

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

(t) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Municipal / Municipal Entity imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____ DATE: _____

WITNESS No. 1 _____ DATE: _____

WITNESS No. 2 _____ DATE: _____

Annex C: Area 4

Local Content Declaration - Summary Schedule

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

Note: VAT to be excluded from all calculations

		Calculation of local content					
Tender item no's	List of items	Tender price per UoM (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)
H3.1.1	Galvanised						
H3.3.1	End wings (galvanised)						
H4.2.1	101 mm diameter galvanised fixed steel post formed of 2 mm thick wall tubing cast in 400 mm x 400 mm x 500 mm concrete footing						
H4.2.2	152 mm diameter galvanised steel post formed of 3 mm thick wall						

Tender summary			
Anticipated Annual Tender Qty (m)	Total tender value	Total exempted imported content	Total Imported content
(C16)	(C17)	(C18)	(C19)

	tubing cast in 400 mm x 400 mm x 500 mm concrete footing										
H4.2.3	101 mm diameter powder coated steel post formed of 2 mm thick wall tubing cast in 400 mm x 400 mm x 500 mm concrete footing										
H4.2.4	152 mm diameter powder coated steel post formed of 3 mm thick wall tubing cast in 400 mm x 400 mm x 500 mm concrete footing										

(C20) Total tender value	R	
(C21) Total Exempt imported content	R	
(C22) Total Tender value net of exempt imported content	R	
(C23) Total Imported content		R
(C24) Total local content		R
(C25) Average local content % of tender		

Signature of tenderer from Annex B

Date: _____

CITY OF CAPE TOWN

FACILITIES MANAGEMENT

CONTRACT NO. 372Q/2021/22

TERM TENDER FOR REPAIRS AND MAINTENANCE OF ASPHALT AND PAVED SURFACES TO MUNICIPAL FACILITIES WITHIN THE CITY OF CAPE TOWN

SCHEDULE 20 : DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS (AREA 1)

This declaration is based on and replaces Municipal Bid Document 6.2 (MBD 6.2).

The amendments made to the MBD 6.2 document have been necessary to clarify this standard document as it relates to local production and content in the designated sector.

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

Documents listed herein are downloadable from the dti's official website, <http://www.thedti.gov.za>.

This schedule must be completed by tenderers and returned with their tender at the closing date and time for this tender.

5. General Conditions

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

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

Where

x is the imported content in Rand

y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by Nedbank at close of business on the date of advertisement of the bid as required in paragraph 4.1 below.

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

- 1.6 A bid may be disqualified/declared non-responsive if this Declaration Certificate and Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation.

SCHEDULE 20 : DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS (Cont'd)

2. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
Plastic Pipes sector	100%

3. Does any portion of the services, works or goods offered for Items as detailed in Annexure C have any imported content?
(Tick applicable box)

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

- 3.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the above General Conditions must be the rate(s) published by Nedbank at close of business on the date of advertisement of the bid.

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

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Suppliers must submit proof of the Nedbank rate(s) of exchange used.

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

CITY OF CAPE TOWN

FACILITIES MANAGEMENT
 CONTRACT NO. 372Q/2021/22

TERM TENDER FOR ROAD RESURFACING AND ANCILLARY WORK

SCHEDULE 20 : DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS (Cont'd)

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

IN RESPECT OF BID NO.

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

NB

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

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

I, the undersigned, (full names),
 do hereby declare, in my capacity as
 of(name of bidder entity), the following:

(u) The facts contained herein are within my own personal knowledge.

(v) I have satisfied myself that:
 (v) the goods to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011;

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

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 2 above)	
Local content %, as calculated in terms of SATS 1286:2011	

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above. The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E.

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

(y) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Municipal / Municipal Entity imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____ DATE: _____

WITNESS No. 1 _____ DATE: _____

WITNESS No. 2 _____ DATE: _____

Annex C: Area 1

Local Content Declaration - Summary Schedule

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

Note: VAT to be excluded from all calculations

		Calculation of local content					
Tender item no's	List of items	Tender price per UoM (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)
C1.2.1	Normal duty uPVC pipes and fittings complete with couplings:						
C1.2.1.2	(i) 110 mm diameter solid pipe						
C1.2.2.1	(i) 110mm diameter Y-junction						

Tender summary			
Anticipated Annual Tender Qty (m)	Total tender value	Total exempted imported content	Total Imported content
(C16)	(C17)	(C18)	(C19)

CITY OF CAPE TOWN

FACILITIES MANAGEMENT

CONTRACT NO. 372Q/2021/22

TERM TENDER FOR REPAIRS AND MAINTENANCE OF ASPHALT AND PAVED SURFACES TO MUNICIPAL FACILITIES WITHIN THE CITY OF CAPE TOWN

SCHEDULE 20 : DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS (AREA 2)

This declaration is based on and replaces Municipal Bid Document 6.2 (MBD 6.2).

The amendments made to the MBD 6.2 document have been necessary to clarify this standard document as it relates to local production and content in the designated sector.

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

Documents listed herein are downloadable from the dti's official website, <http://www.thedti.gov.za>.

This schedule must be completed by tenderers and returned with their tender at the closing date and time for this tender.

6. General Conditions

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

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

Where

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

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by Nedbank at close of business on the date of advertisement of the bid as required in paragraph 4.1 below.

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

- 1.6 A bid may be disqualified/declared non-responsive if this Declaration Certificate and Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation.

SCHEDULE 20 : DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS (Cont'd)

2. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
Plastic Pipes sector	100%

3. Does any portion of the services, works or goods offered for Items as detailed in Annexure C have any imported content?
(Tick applicable box)

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

- 3.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the above General Conditions must be the rate(s) published by Nedbank at close of business on the date of advertisement of the bid.

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

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Suppliers must submit proof of the Nedbank rate(s) of exchange used.

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

CITY OF CAPE TOWN

FACILITIES MANAGEMENT
 CONTRACT NO. 372Q/2021/22

TERM TENDER FOR ROAD RESURFACING AND ANCILLARY WORK

SCHEDULE 20 : DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS (Cont'd)

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

IN RESPECT OF BID NO.

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

NB

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

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

I, the undersigned, (full names),
 do hereby declare, in my capacity as
 of(name of bidder entity), the following:

(z) The facts contained herein are within my own personal knowledge.

(aa) I have satisfied myself that:

(vi) the goods to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011;

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

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 2 above)	
Local content %, as calculated in terms of SATS 1286:2011	

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above. The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E.

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

(dd) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Municipal / Municipal Entity imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____ DATE: _____

WITNESS No. 1 _____ DATE: _____

WITNESS No. 2 _____ DATE: _____

Annex C: Area 2

Local Content Declaration - Summary Schedule

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

Note: VAT to be excluded from all calculations

		Calculation of local content					
Tender item no's	List of items	Tender price per UoM (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)
C1.2.1	Normal duty uPVC pipes and fittings complete with couplings:						
C1.2.1.2	(i) 110 mm diameter solid pipe						
C1.2.2.1	(i) 110mm diameter Y-junction						

Tender summary			
Anticipated Annual Tender Qty (m)	Total tender value	Total exempted imported content	Total Imported content
(C16)	(C17)	(C18)	(C19)

Signature of tenderer from Annex B

Date:

(C20) Total tender value	R	
(C21) Total Exempt imported content	R	
(C22) Total Tender value net of exempt imported content	R	
(C23) Total Imported content		R
(C24) Total local content		R
(C25) Average local content % of tender		

CITY OF CAPE TOWN

FACILITIES MANAGEMENT

CONTRACT NO. 372Q/2021/22

TERM TENDER FOR REPAIRS AND MAINTENANCE OF ASPHALT AND PAVED SURFACES TO MUNICIPAL FACILITIES WITHIN THE CITY OF CAPE TOWN

SCHEDULE 20 : DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS (AREA 3)

This declaration is based on and replaces Municipal Bid Document 6.2 (MBD 6.2).

The amendments made to the MBD 6.2 document have been necessary to clarify this standard document as it relates to local production and content in the designated sector.

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

Documents listed herein are downloadable from the dti's official website, <http://www.thedti.gov.za>.

This schedule must be completed by tenderers and returned with their tender at the closing date and time for this tender.

7. General Conditions

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

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

Where

x is the imported content in Rand

y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by Nedbank at close of business on the date of advertisement of the bid as required in paragraph 4.1 below.

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

- 1.6 A bid may be disqualified/declared non-responsive if this Declaration Certificate and Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation.

SCHEDULE 20 : DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS (Cont'd)

2. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
Plastic Pipes sector	100%

3. Does any portion of the services, works or goods offered for Items as detailed in Annexure C have any imported content?
(Tick applicable box)

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

- 3.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the above General Conditions must be the rate(s) published by Nedbank at close of business on the date of advertisement of the bid.

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

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Suppliers must submit proof of the Nedbank rate(s) of exchange used.

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

SCHEDULE 20 : DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS (Cont'd)

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

IN RESPECT OF BID NO.

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

NB

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

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

I, the undersigned, (full names),
 do hereby declare, in my capacity as
 of(name of bidder entity), the following:

(ee) The facts contained herein are within my own personal knowledge.

(ff) I have satisfied myself that:
 (vii)the goods to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011;

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

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 2 above)	
Local content %, as calculated in terms of SATS 1286:2011	

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above. The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E.

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

(ii) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Municipal / Municipal Entity imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____ DATE: _____

WITNESS No. 1 _____ DATE: _____

WITNESS No. 2 _____ DATE: _____

Annex C: Area 3

Local Content Declaration - Summary Schedule

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

Note: VAT to be excluded from all calculations

		Calculation of local content					
Tender item no's	List of items	Tender price per UoM (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)
C1.2.1	Normal duty uPVC pipes and fittings complete with couplings:						
C1.2.1.2	(i) 110 mm diameter solid pipe						
C1.2.2.1	(i) 110mm diameter Y-junction						

Tender summary			
Anticipated Annual Tender Qty (m)	Total tender value	Total exempted imported content	Total Imported content
(C16)	(C17)	(C18)	(C19)

Signature of tenderer from Annex B

Date:

(C20) Total tender value	R	
(C21) Total Exempt imported content	R	
(C22) Total Tender value net of exempt imported content	R	
(C23) Total Imported content		R
(C24) Total local content		R
(C25) Average local content % of tender		

CITY OF CAPE TOWN

FACILITIES MANAGEMENT

CONTRACT NO. 372Q/2021/22

TERM TENDER FOR REPAIRS AND MAINTENANCE OF ASPHALT AND PAVED SURFACES TO MUNICIPAL FACILITIES WITHIN THE CITY OF CAPE TOWN

SCHEDULE 20 : DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS (AREA 4)

This declaration is based on and replaces Municipal Bid Document 6.2 (MBD 6.2).

The amendments made to the MBD 6.2 document have been necessary to clarify this standard document as it relates to local production and content in the designated sector.

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

Documents listed herein are downloadable from the dti's official website, <http://www.thedti.gov.za>.

This schedule must be completed by tenderers and returned with their tender at the closing date and time for this tender.

8. General Conditions

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

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

Where

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

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by Nedbank at close of business on the date of advertisement of the bid as required in paragraph 4.1 below.

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

- 1.6 A bid may be disqualified/declared non-responsive if this Declaration Certificate and Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation.

SCHEDULE 20 : DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS (Cont'd)

2. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
Plastic Pipes sector	100%

3. Does any portion of the services, works or goods offered for Items as detailed in Annexure C have any imported content?
(Tick applicable box)

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

- 3.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the above General Conditions must be the rate(s) published by Nedbank at close of business on the date of advertisement of the bid.

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

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Suppliers must submit proof of the Nedbank rate(s) of exchange used.

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

CITY OF CAPE TOWN

FACILITIES MANAGEMENT
 CONTRACT NO. 372Q/2021/22

TERM TENDER FOR ROAD RESURFACING AND ANCILLARY WORK

SCHEDULE 20 : DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS (Cont'd)

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

IN RESPECT OF BID NO.

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

NB

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

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

I, the undersigned, (full names),
 do hereby declare, in my capacity as
 of(name of bidder entity), the following:

(jj) The facts contained herein are within my own personal knowledge.

(kk) I have satisfied myself that:
 (viii) the goods to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011;

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

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 2 above)	
Local content %, as calculated in terms of SATS 1286:2011	

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above. The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E.

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

(nn) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Municipal / Municipal Entity imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____ DATE: _____

WITNESS No. 1 _____ DATE: _____

WITNESS No. 2 _____ DATE: _____

Annex C: Area 4

Local Content Declaration - Summary Schedule

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

Note: VAT to be excluded from all calculations

		Calculation of local content					
Tender item no's	List of items	Tender price per UoM (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)
C1.2.1	Normal duty uPVC pipes and fittings complete with couplings:						
C1.2.1.2	(i) 110 mm diameter solid pipe						
C1.2.2.1	(i) 110mm diameter Y-junction						

Tender summary			
Anticipated Annual Tender Qty (m)	Total tender value	Total exempted imported content	Total Imported content
(C16)	(C17)	(C18)	(C19)

Signature of tenderer from Annex B

Date:

(C20) Total tender value	R	
(C21) Total Exempt imported content	R	
(C22) Total Tender value net of exempt imported content	R	
(C23) Total Imported content		R
(C24) Total local content		R
(C25) Average local content % of tender		

CITY OF CAPE TOWN

FACILITIES MANAGEMENT

CONTRACT NO. 372Q/2021/22

TERM TENDER FOR REPAIRS AND MAINTENANCE OF ASPHALT AND PAVED SURFACES TO MUNICIPAL FACILITIES WITHIN THE CITY OF CAPE TOWN

SCHEDULE 20 : DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS (AREA1)

This declaration is based on and replaces Municipal Bid Document 6.2 (MBD 6.2).

The amendments made to the MBD 6.2 document have been necessary to clarify this standard document as it relates to local production and content in the designated sector.

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

Documents listed herein are downloadable from the dti's official website, <http://www.thedti.gov.za>.

This schedule must be completed by tenderers and returned with their tender at the closing date and time for this tender.

9. General Conditions

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

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

Where

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

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by Nedbank at close of business on the date of advertisement of the bid as required in paragraph 4.1 below.

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

- 1.6 A bid may be disqualified/declared non-responsive if this Declaration Certificate and Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation.

SCHEDULE 20 : DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS (Cont'd)

2. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
Cement sector	100%

3. Does any portion of the services, works or goods offered for Items as detailed in Annexure C have any imported content?
(Tick applicable box)

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

- 3.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the above General Conditions must be the rate(s) published by Nedbank at close of business on the date of advertisement of the bid.

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

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Suppliers must submit proof of the Nedbank rate(s) of exchange used.

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

CITY OF CAPE TOWN

FACILITIES MANAGEMENT
 CONTRACT NO. 372Q/2021/22

TERM TENDER FOR ROAD RESURFACING AND ANCILLARY WORK

SCHEDULE 20 : DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS (Cont'd)

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

IN RESPECT OF BID NO.

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

NB

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

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

I, the undersigned, (full names),
 do hereby declare, in my capacity as
 of(name of bidder entity), the following:

(oo) The facts contained herein are within my own personal knowledge.

(pp) I have satisfied myself that:

(ix) the goods to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011;

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

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 2 above)	
Local content %, as calculated in terms of SATS 1286:2011	

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above. The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E.

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

(ss) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Municipal / Municipal Entity imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____ DATE: _____

WITNESS No. 1 _____ DATE: _____

WITNESS No. 2 _____ DATE: _____

Annex C: Area 1

Local Content Declaration - Summary Schedule

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

Note: VAT to be excluded from all calculations

		Calculation of local content						Tender summary			
Tender item no's	List of items	Tender price per UoM (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)	Anticipated Annual Tender Qty (m)	Total tender value	Total exempted imported content	Total Imported content
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)	(C16)	(C17)	(C18)	(C19)
D1.3.1	Portland cement, Class CEM II 32,5 A/L or CEM V 32,5 A/L										
									(C20) Total tender value	R	
									(C21) Total Exempt imported content		R

Signature of tenderer from Annex B

Tender
Part T2: Returnable Documents
Reference No. 372Q/2021/22

Date: _____

(C22) Total Tender value net of exempt imported content	R	
(C23) Total Imported content	R	
(C24) Total local content	R	
(C25) Average local content % of tender		

CITY OF CAPE TOWN

FACILITIES MANAGEMENT

CONTRACT NO. 372Q/2021/22

TERM TENDER FOR REPAIRS AND MAINTENANCE OF ASPHALT AND PAVED SURFACES TO MUNICIPAL FACILITIES WITHIN THE CITY OF CAPE TOWN

SCHEDULE 20 : DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS (AREA 2)

This declaration is based on and replaces Municipal Bid Document 6.2 (MBD 6.2).

The amendments made to the MBD 6.2 document have been necessary to clarify this standard document as it relates to local production and content in the designated sector.

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

Documents listed herein are downloadable from the dti's official website, <http://www.thedti.gov.za>.

This schedule must be completed by tenderers and returned with their tender at the closing date and time for this tender.

10. General Conditions

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

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

Where

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

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by Nedbank at close of business on the date of advertisement of the bid as required in paragraph 4.1 below.

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

- 1.6 A bid may be disqualified/declared non-responsive if this Declaration Certificate and Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation.

SCHEDULE 20 : DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS (Cont'd)

2. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
Cement sector	100%

3. Does any portion of the services, works or goods offered for Items as detailed in Annexure C have any imported content?
(Tick applicable box)

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

- 3.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the above General Conditions must be the rate(s) published by Nedbank at close of business on the date of advertisement of the bid.

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

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Suppliers must submit proof of the Nedbank rate(s) of exchange used.

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

SCHEDULE 20 : DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS (Cont'd)

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

IN RESPECT OF BID NO.

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

NB

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

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

I, the undersigned, (full names),
 do hereby declare, in my capacity as
 of(name of bidder entity), the following:

(tt) The facts contained herein are within my own personal knowledge.

(uu) I have satisfied myself that:

(x) the goods to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011;

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

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 2 above)	
Local content %, as calculated in terms of SATS 1286:2011	

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above. The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E.

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

(xx) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Municipal / Municipal Entity imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____ DATE: _____

WITNESS No. 1 _____ DATE: _____

WITNESS No. 2 _____ DATE: _____

Annex C: Area 2

Local Content Declaration - Summary Schedule

Note: VAT to be excluded from all calculations

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

		Calculation of local content						Tender summary			
Tender item no's	List of items	Tender price per UoM (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)	Anticipated Annual Tender Qty (m)	Total tender value	Total exempted imported content	Total Imported content
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)	(C16)	(C17)	(C18)	(C19)
D1.3.1	Portland cement, Class CEM II 32,5 A/L or CEM V 32,5 A/L										

(C20) Total tender value R

(C21) Total Exempt imported content R

Signature of tenderer from Annex B

Date: _____

(C22) Total Tender value net of exempt imported content	R	
(C23) Total Imported content	R	
(C24) Total local content	R	
(C25) Average local content % of tender		

CITY OF CAPE TOWN

FACILITIES MANAGEMENT

CONTRACT NO. 372Q/2021/22

TERM TENDER FOR REPAIRS AND MAINTENANCE OF ASPHALT AND PAVED SURFACES TO MUNICIPAL FACILITIES WITHIN THE CITY OF CAPE TOWN

SCHEDULE 20 : DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS (AREA 3)

This declaration is based on and replaces Municipal Bid Document 6.2 (MBD 6.2).

The amendments made to the MBD 6.2 document have been necessary to clarify this standard document as it relates to local production and content in the designated sector.

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

Documents listed herein are downloadable from the dti's official website, <http://www.thedti.gov.za>.

This schedule must be completed by tenderers and returned with their tender at the closing date and time for this tender.

11. General Conditions

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

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

Where

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

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by Nedbank at close of business on the date of advertisement of the bid as required in paragraph 4.1 below.

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

- 1.6 A bid may be disqualified/declared non-responsive if this Declaration Certificate and Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation.

SCHEDULE 20 : DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS (Cont'd)

2. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
Cement sector	100%

3. Does any portion of the services, works or goods offered for Items as detailed in Annexure C have any imported content?
(Tick applicable box)

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

- 3.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the above General Conditions must be the rate(s) published by Nedbank at close of business on the date of advertisement of the bid.

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

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Suppliers must submit proof of the Nedbank rate(s) of exchange used.

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

CITY OF CAPE TOWN

FACILITIES MANAGEMENT
 CONTRACT NO. 372Q/2021/22

TERM TENDER FOR ROAD RESURFACING AND ANCILLARY WORK

SCHEDULE 20 : DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS (Cont'd)

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

IN RESPECT OF BID NO.

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

NB

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

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

I, the undersigned, (full names),
 do hereby declare, in my capacity as
 of(name of bidder entity), the following:

(yy) The facts contained herein are within my own personal knowledge.

(zz) I have satisfied myself that:

(xi) the goods to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011;

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

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 2 above)	
Local content %, as calculated in terms of SATS 1286:2011	

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above. The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E.

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

(ccc) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Municipal / Municipal Entity imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____ DATE: _____

WITNESS No. 1 _____ DATE: _____

WITNESS No. 2 _____ DATE: _____

Annex C: Area 3

Local Content Declaration - Summary Schedule

Note: VAT to be excluded from all calculations

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

		Calculation of local content						Tender summary			
Tender item no's	List of items	Tender price per UoM (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)	Anticipated Annual Tender Qty (m)	Total tender value	Total exempted imported content	Total Imported content
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)	(C16)	(C17)	(C18)	(C19)
D1.3.1	Portland cement, Class CEM II 32,5 A/L or CEM V 32,5 A/L										

(C20) Total tender value

R

(C21) Total Exempt imported content

R

Signature of tenderer from Annex B

Date:

(C22) Total Tender value net of exempt imported content	R	
(C23) Total Imported content	R	
(C24) Total local content	R	
(C25) Average local content % of tender		

CITY OF CAPE TOWN

FACILITIES MANAGEMENT

CONTRACT NO. 372Q/2021/22

TERM TENDER FOR REPAIRS AND MAINTENANCE OF ASPHALT AND PAVED SURFACES TO MUNICIPAL FACILITIES WITHIN THE CITY OF CAPE TOWN

SCHEDULE 20 : DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS (AREA 4)

This declaration is based on and replaces Municipal Bid Document 6.2 (MBD 6.2).

The amendments made to the MBD 6.2 document have been necessary to clarify this standard document as it relates to local production and content in the designated sector.

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

Documents listed herein are downloadable from the dti's official website, <http://www.thedti.gov.za>.

This schedule must be completed by tenderers and returned with their tender at the closing date and time for this tender.

12. General Conditions

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

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

Where

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

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by Nedbank at close of business on the date of advertisement of the bid as required in paragraph 4.1 below.

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

- 1.6 A bid may be disqualified/declared non-responsive if this Declaration Certificate and Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation.

SCHEDULE 20 : DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS (Cont'd)

2. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
Cement sector	100%

3. Does any portion of the services, works or goods offered for Items as detailed in Annexure C have any imported content?
(Tick applicable box)

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

- 3.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the above General Conditions must be the rate(s) published by Nedbank at close of business on the date of advertisement of the bid.

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

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Suppliers must submit proof of the Nedbank rate(s) of exchange used.

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

CITY OF CAPE TOWN

FACILITIES MANAGEMENT
 CONTRACT NO. 372Q/2021/22

TERM TENDER FOR ROAD RESURFACING AND ANCILLARY WORK

SCHEDULE 20 : DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS (Cont'd)

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

IN RESPECT OF BID NO.

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

NB

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

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

I, the undersigned, (full names),
 do hereby declare, in my capacity as
 of(name of bidder entity), the following:

(ddd)The facts contained herein are within my own personal knowledge.

(eee)I have satisfied myself that:

(xii)the goods to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011;

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

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 2 above)	
Local content %, as calculated in terms of SATS 1286:2011	

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above. The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E.

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

(hhh)I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Municipal / Municipal Entity imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____ DATE: _____

WITNESS No. 1 _____ DATE: _____

WITNESS No. 2 _____ DATE: _____

Annex C: Area 4

Local Content Declaration - Summary Schedule

Note: VAT to be excluded from all calculations

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

		Calculation of local content						Tender summary			
Tender item no's	List of items	Tender price per UoM (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)	Anticipated Annual Tender Qty (m)	Total tender value	Total exempted imported content	Total Imported content
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)	(C16)	(C17)	(C18)	(C19)
D1.3.1	Portland cement, Class CEM II 32,5 A/L or CEM V 32,5 A/L										

(C20) Total tender value	R
(C21) Total Exempt imported content	R

Signature of tenderer from Annex B

Date: _____

(C22) Total Tender value net of exempt imported content	R	
(C23) Total Imported content	R	
(C24) Total local content	R	
(C25) Average local content % of tender		

CITY OF CAPE TOWN

FACILITIES MANAGEMENT

CONTRACT NO. 372Q/2021/22

TERM TENDER FOR REPAIRS AND MAINTENANCE OF ASPHALT AND PAVED SURFACES TO MUNICIPAL FACILITIES WITHIN THE CITY OF CAPE TOWN

SCHEDULE 22: 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 ON BEHALF OF TENDERER:

SCHEDULE 23: PREFERENCE SCHEDULE TO BE USED IN TERMS OF THE AMENDED CODES FOR MEASURING BROAD-BASED BLACK ECONOMIC EMPOWERMENT IN THE CONSTRUCTION SECTOR (2017)

Preference Schedule where preferences are granted in respect of B-BBEE contribution

1 Definitions

The following definitions shall apply to this schedule:

All applicable taxes: Includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

Applicable Code: Shall be either the Amended Codes of Good Practise (published on 11 October 2013) or Sector Specific Codes as indicated in the tender conditions

B-BBEE: Broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act.

B-BBEE status level of contributor: The B-BBEE status of an entity in terms of a code of good practice on black economic empowerment issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act.

Bid (Tender): A written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals.

Black Designated Groups: The meaning assigned to it in the codes of good practice issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act, 2003, (Act 53 of 2003).

Black People: The meaning assigned to it in section 1 of the Broad-Based Black Economic Empowerment Act.

Broad-Based Black Economic Empowerment Act: The Broad-Based Black Economic Empowerment Act, Act 53 of 2003.

Consortium or Joint Venture: 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.

Contract The agreement that results from the acceptance of a bid by an organ of state.

Co-operative: A co-operative registered in terms of section 7 of the Co-operatives Act, 2005 (Act no. 14 of 2005).

Designated Group: Black designated groups, black people, women, people with disabilities or small enterprises as defined in section 1 of the National Small Enterprises Act, 1996 (act no. 102 of 1996)

Designated Sector: A sector, sub-sector or industry or product that has been designated in terms of any relevant regulation of the Preferential Procurement Regulations, 2017.

Exempted Micro Enterprise (EME): An exempted micro enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act.

Firm Price: The price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract.

Functionality: The ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.

Military Veteran: The meaning assigned to it in section 1 of the Military Veterans Act, 2011 (Act No. 18 of 2011).

National Treasury: The meaning assigned to it in section 1 of the Public Finance Management Act, 1999 (Act No. 18 of 1999).

Non-firm prices: All prices other than "firm" prices.

Person: Includes a juristic person.

People with disabilities: The meaning assigned to it in section 1 of the Employment Equity Act, 1998 (Act No. 55 of 1998).

Price: Includes all applicable taxes less unconditional discounts.

Proof of B-BBEE status level of contributor: 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.

Qualifying Small Enterprise (QSE): A qualifying small enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act.

Rand Value: means the total estimated value of a contract in Rand, calculated at the time of bid invitations.

Rural Area: A sparsely populated area in which people farm or depend on natural resources, including villages and small towns that are dispersed through the area or an area including a large settlement which depends on migratory labour and remittances and government social grants for survival, and may have a traditional land tenure system.

Stipulated Minimum Threshold: The minimum threshold stipulated in terms of any relevant regulation of the Preferential Procurement Regulations, 2017.

Sub-contract: The primary contractor's assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract.

The Act: The Preferential Procurement Policy Framework Act, 2000 (Act No 5 of 2000).

Total Revenue: Bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007.

Township: An urban living area that at any time from the late 19th century until 27 April 1994, was reserved for black people, including areas developed for historically disadvantaged individuals post 27 April 1994.

Treasury: The meaning assigned to it in section 1 of the Public Finance Management Act, 1999 (Act No. 18 of 1999).

Trust: The arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person.

Trustee: Any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

Youth: The meaning assigned to it in section 1 of the National Youth Development Agency Act, 2008 (Act No. 54 of 2008).

2 Conditions associated with the granting of preferences

A supplier that is granted a preference undertakes to:

- 1) accept that the number of preference points allocated will be based on the B-BBEE status level of contributor of the supplier as at the closing date for submission of quotation offers;
- 2) not sub-contract more than 25% of the value of the contract to sub-contractors that do not have an equal or higher B-BBEE status level of contributor than the supplier, unless the intended sub-contractors are exempted micro enterprises that have the capability and ability to execute the sub-contract works or unless otherwise declared in terms of Section 5 below;
- 3) accept that a contract may not be awarded if the price offered is not market related;
- 4) accept the sanctions set out in Section 3 below should Condition 2(2) be breached, or should the tenderer have submitted any false information regarding its B-BBEE status level of contributor, local production and content, or any other matter required in terms of this bid that will affect, or has affected the bid evaluation;
- 5) accept that, in order to qualify for preference points, it is the responsibility of the supplier to submit documentary proof of its BBBEE level of contribution in accordance with the Codes of Good Practise, 2013, to the CCT at the Supplier Management Unit located within the Tender Distribution Office, 2nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town (Tel 021 400 9242/3/4/5);
- 6) accept that, further to 5) above, Consortiums/Joint Ventures will qualify for preference points, provided that the entity submits the relevant certificate/scorecard in terms of the Preferential Procurement Regulations, 2017. Note that, in the case of unincorporated entities, a verified scorecard in the name of the consortium/Joint Venture must be submitted with the quotation (attached to this schedule);
- 7) accept that if it is found that, in the performance of the contract, the participation of the various partners in a Consortium/ Joint Venture differs substantially from that upon which the consolidated scorecard submitted in terms of 5) above was based, and the impact of which is that the Joint Venture would not have been awarded the contract in terms of the actual B-BBEE level of contribution achieved by the Joint Venture, then a financial penalty shall be applied (in addition to any other remedies that the CCT may have) in accordance with Section 3 below;
- 8) accept that the CCT will verify the B-BBEE level of contributor of the supplier as at the closing date for submission of tender offers, to determine the number of preference points to be awarded to the supplier. In the case of Consortiums/Joint Ventures which tender as unincorporated entities, a verified scorecard submitted with the tender and valid as at the closing date will be used to determine the number of preference points to be awarded to the supplier;
- 9) accept that, notwithstanding 8) above, a supplier will **not** be awarded points for B-BBEE status level of contributor if he indicates in his tender that he intends sub-contracting more than 25% of the value of the contract to sub-contractors that do not qualify for at least the points that the supplier qualifies for unless the intended sub-contractors are exempted micro enterprises that have the capability and ability to execute the sub-contract works;

- 10) accept that any subcontracting arrangements after the award of the tender may only be entered into upon the prior approval of the City of Cape Town; and
- 11) immediately inform the City of Cape Town of any change that may affect the tenderer's B-BBEE level of contribution upon which preference points will be or have been allocated.

3 Sanctions relating to breaches of preference conditions

The sanctions for breaching the conditions associated with the granting of preferences are:

- 1) disqualify the supplier from the quotation process;
- 2) recover costs, losses or damages the CCT has incurred or suffered as a result of the supplier's or contractor's conduct;
- 3) cancel the contract in whole or in part and claim any damages which the CCT has suffered as a result of having to make less favourable arrangements due to such cancellation;
- 4) restrict the supplier, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from the CCT for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied and inform the National Treasury accordingly;
- 5) forward the matter for criminal prosecution; and/or
- 6) financial penalties payable to the CCT, as set out below.

Financial penalty for breach of Condition 2 in Section 2 above:

The penalty to be applied for sub-contracting more than 25% of the value of the contract to sub-contractors that do not qualify for at least the preference points that the supplier qualified for (unless so declared or proven to be beyond the control of the supplier, or the sub-contractors are EMEs that have the capability and ability to execute the sub-contract works) shall be as provided for in the following formula:

$$\text{Penalty} = 0.5 \times E(\%) \times P^*$$

where:

E = The value of work (excluding VAT) executed by sub-contractors that do not qualify for at least the preference points that the supplier qualified for, expressed as a percentage of P*, less 25%

P* = Value of the contract

Financial penalty for breach in terms of condition 6 in Section 2 above:

The penalty to be applied where, in the performance of the contract, the participation of the various partners in a Consortium/ Joint Venture differs substantially from that upon which the consolidated scorecard submitted in terms of 5) in Section 2 above was based, and the impact of which is that the Joint Venture would not have been awarded that contract in terms of the actual B-BBEE level of contribution achieved by the Joint Venture, shall be as provided for in the following formula:

$$\text{Penalty} = 5/100 \times (B-BBEE^a - B-BBEE^t) \times P^*$$

where:

B-BBEE^a = The B-BBEE level of contribution that is achieved, determined in accordance with the actual participation of the Joint Venture partners in the performance of the contract

B-BBEE^t = The B-BBEE level of contribution that was used to determine the number of preference points granted to the Joint Venture at the time of quotation evaluation

P* = Value of the contract

Financial penalty for breach in terms of condition 10 in Section 2 above:

The penalty to be applied where the supplier fails to disclose subcontracting arrangement after the award of the tender is up to a maximum of 10% of the value of the contract.

4 Level of Contribution in respect of enterprise status or structure of the tendering entity (the supplier)

In the interest of transparency, suppliers are required to complete Table 1: Level of Contribution below applicable to the Code they wish to be evaluated against.

Table 1: Level of Contribution: Amended Codes for Measuring Broad-Based Black Economic Empowerment in the Construction Sector.

Type of B-BBEE Contributor	Status (tick box(es) below as applicable)
Exempted Micro Enterprise (EME), 100% black-owned	<input type="checkbox"/>
Exempted Micro Enterprise (EME), at least 51% but less than 100% black-owned	<input type="checkbox"/>
Exempted Micro Enterprise (EME), at least 30% but less than 51% black-owned	<input type="checkbox"/>
Exempted Micro Enterprise (EME), less than 30% black-owned	<input type="checkbox"/>
Exempted Micro Enterprise B-BBEE Status Level of Contributor ¹ <input type="checkbox"/>	<input type="checkbox"/>
Qualifying Small Enterprise B-BBEE Status Level of Contributor ¹ <input type="checkbox"/>	<input type="checkbox"/>
Qualifying Small Enterprise (QSE), 100% black-owned	<input type="checkbox"/>
Qualifying Small Enterprise (QSE), at least 51% but less than 100% black-owned	<input type="checkbox"/>
Qualifying Small Enterprise (QSE), less than 51% black-owned	<input type="checkbox"/>
Verified B-BBEE contributor B-BBEE Status Level of Contributor ¹ <input type="checkbox"/>	<input type="checkbox"/>
Non-compliant contributor	<input type="checkbox"/>

¹ If it is indicated that the company/firm/entity is a verified B-BBEE contributor, then the verified status level of contributor must be inserted in the box provided (insert a number from 1 to 8 as applicable)

5 Declarations

1) With reference to Condition 8 in Section 2 above, the supplier declares that:

I/we hereby forfeit my preference points because I /we DO intend sub-contracting more than 25% of the value of the contract to sub-contractors that do not qualify for at least the points that I/we as supplier qualify for or are not exempted micro enterprises that have the capability and ability to execute the sub-contract works

Note:

Tenderers who do not tick this box will be allocated preference points but the sanctions relating to breaches of preference conditions in Section 3 will be applicable if the tenderer contravenes the conditions in Section 2.

2) The undersigned, who warrants that he/she is duly authorized to do so on behalf of the supplier, hereby certifies that the preference claimed based on the B-BBEE status level of contribution indicated in Table 1, qualifies the supplier, subject to condition 8 in Section 2 above, for such preference claimed, and acknowledges that:

- (i) the information furnished is true and correct;
- (ii) the preference claimed is in accordance with the conditions of this schedule;
- (iii) the supplier may be required to furnish documentary proof to the satisfaction of the CCT that the BBEE level of contributor as at the closing date is correct; and
- iv) he/she understands the conditions under which preferences are granted, and confirms that the supplier will satisfy the conditions pertaining to the granting of preferences.

Signature

Date

Name (PRINT)

(For and on behalf of the Supplier (duly authorised))

For official use.		
SIGNATURE OF CITY OFFICIALS AT TENDER OPENING		
1.	2.	3.

CITY OF CAPE TOWN

FACILITIES MANAGEMENT

CONTRACT NO. 372Q/2021/22

TERM TENDER FOR REPAIRS AND MAINTENANCE OF ASPHALT AND PAVED SURFACES TO MUNICIPAL FACILITIES WITHIN THE CITY OF CAPE TOWN

SCHEDULE 24: INFORMATION TO BE PROVIDED WITH THE TENDER

The following information shall be provided with the Tender:

- 1. Valild Bargaining Council for the Building Certificate,
- 2. Local Production and Content,
- 3. All other completed and signed returnable documents.

SIGNED ON BEHALF OF TENDERER:

TENDER NO. 372Q/2021/22



CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD

SCM - 518

Approved by Branch Manager: 03/04/2020

Version: 5

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FRAMEWORK CONTRACT DOCUMENT (WINNER-TAKES-ALL TYPE)

FOR THE

TERM TENDER FOR REPAIRS AND MAINTENANCE OF ASPHALT AND PAVED SURFACES TO MUNICIPAL FACILITIES WITHIN THE CITY OF CAPE TOWN

Framework Contract Period: Not exceeding 36 Months from
Commencement Date

Works Projects: Above R0 up to R4 000 000

VOLUME 3: DRAFT CONTRACT

ISSUED BY:	COMPILED BY:	For official use.
DIRECTOR : FACILITIES MANAGEMENT CITY OF CAPE TOWN Tower Block, Civic Centre 12 Hertzog Boulevard CAPE TOWN 8001	FACILITIES MANAGEMENT CITY OF CAPE TOWN Tower Block, Civic Centre 12 Hertzog Boulevard CAPE TOWN 8001	TENDER SERIAL No.:
		SIGNATURES OF CITY OFFICIALS AT TENDER OPENING
		1.
		2.
		3.

June 2022

NAME OF TENDERING ENTITY	
EMAIL ADDRESS OF TENDERING ENTITY	
FAX NUMBER OF TENDERING ENTITY	
NATURE OF TENDER OFFER (please indicate below)	
Main Offer (see clause C.2.12)	
Alternative Offer (see clause C.2.12)	

FILE REFERENCE NO:

Part C1: Agreements and Contract Data

	Pages
C1.2 Contract Data (data provided by the Employer)	171 – 190
C1.3 Form of Performance Guarantee	191 – 194
C1.4 Form of Advance Payment Guarantee	195 – 198
C1.5 Occupational Health and Safety Agreement	199
C1.6 Protection of the Environment Declaration	200
C1.7 Insurance Broker’s Warranty	201
C1.8 Contract of Temporary Employment as Community Liaison Officer	202 –
204	
C1.9 Works Project Acceptance/Refusal Notice	205

CITY OF CAPE TOWN

FACILITIES MANAGEMENT

CONTRACT NO. 372Q/2021/22

TERM TENDER FOR REPAIRS AND MAINTENANCE OF ASPHALT AND PAVED SURFACES TO MUNICIPAL FACILITIES WITHIN THE CITY OF CAPE TOWN

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 2015, on pages 96 to 113 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 documents forming the Contract are to be taken as mutually explanatory of one another. For the purposes of interpretation, the priority of the documents shall be in accordance with the following sequence.

- a) the Form of Offer and Acceptance,
- b) the Contract Specific Data within the Contract Data,
- c) the General Conditions of Contract for Construction Works, Third Edition, 2015,
- d) the Drawings,
- e) the Scope of Work,
- f) the Pricing Data, and
- g) the conditions of tender, the tender data and tender schedules.

If an ambiguity or discrepancy is found in the documents, the Employer's Agent shall issue any necessary clarification or instruction.

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 1.1.1.2:

Add the following after "Bill of Quantities":

, also referred to as Bills of Quantities,

Clause 1.1.1.7:

Add the following after "Contract" and before "means":

, also referred to as Framework Contract or term tender contract,

[]
Add the following after "Acceptance,":

including, if applicable, the Form of Offer and Acceptance in a Works Project contract document, in which case "Contract" includes the Works Project contract,

[]
Clause 1.1.1.11:

Add the following after "Acceptance":

... of a Works Project.

The Contract Sum for each Works Project shall exceed R0 and not exceeding R4 million (including contingencies and VAT).

[]
Clause 1.1.1.13:

The Defects Liability Period is 12 months per Works Project.

[]
Clause 1.1.1.14:

Delete "Commencement Date" and replace with:

date specified in the Works Project contract for commencement with Works execution,

[]
The time for achieving Practical Completion, inclusive of non-working days referred to in Clause 5.8.1 below, but exclusive of special non-working days (Clause 5.8.1), will be determined for each Works Project as specified in the Works Project contract document.

[]
Clause 1.1.1.15:

The **Employer** is the CITY OF CAPE TOWN, represented by the Director : FACILITIES MANAGEMENT, or such other Director named in the Works Project contract document(s), and/or such other person or persons duly authorised thereto by the Employer in writing.

The name of the Employer is: CITY OF CAPE TOWN
 [FACILITIES MANAGEMENT]

and is referred to in the Contract documents by the terms "Employer", "City of Cape Town" or "Council" as the context provides.

[]
Clause 1.1.1.16:

Add the following after "Contract Data":

in the Works Project contract document,

The name of the Employer's Agent will be stated in the Works Project contract document(s) and who may be an employee of the Employer or, alternatively, may be an independent agent appointed by the Employer.

[]
Clause 1.1.1.20

Add the following after "Contract":

and also includes the Form of Offer and Acceptance applicable in each Works Project contract document.

[]
Clause 1.1.1.26:

The Pricing Strategy is a [Re-measurement Contract.]

[]
Clause 1.1.1.28:

The Scope of Work in this Framework Contract document is applicable, as relevant, together with the project specific Scope of Work in each Works Project contract document.

[]
Clause 1.1.1.33:

The "Works" applies to the Works Projects individually or as a whole, as the context provides.

[]
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 Employer’s Agent or delivered to the Contractor by the Employer’s Agent.

1.1.1.36 “**Framework Contract**” means the Contract as defined in Clause 1.1.1.7; and “**Framework Contract Period**” means the period stated in the Contract Data, during which Works Projects may be allocated to the Contractor and for which Purchase Orders may be raised (issued) provided that such orders be completed prior to the expiry of the period; provided that the Framework Contract shall continue to remain in force after the expiration of the Framework Contract Period until the Final Approval Certificate has been issued by the Employer’s Agent for the last outstanding Works Project at the expiration of the Defects Liability Period of that Works Project.

1.1.1.37 “**Framework Contract Manager**” means the person named as the Framework Contract Manager in the Contract Data or any other person appointed from time to time by the Employer and of whom the Contractor is notified, in writing, to act as Framework Contract Manager for the purposes of the Contract as substitute for the Framework Contractor Manager so named.

The function of the Framework Contract Manager is to administer the Framework Contract, and such functions as would normally fall to the Employer’s Agent in accordance with the provisions of the Framework Contract, shall be undertaken by the Framework Contract Manager in this regard.

The Framework Contract Manager shall be an employee of the Employer, authorised as its representative to administer the Framework Contract, and all references to “Employer’s Agent” in the Contract shall apply to the Framework Contract Manager in respect of his/her administering the Framework Contract.

The Framework Contract Manager is:

Name: Mr Satisfy Xolisa Vena (SPO – Facilities Management)
Address: City of Cape Town
Civic Centre
12 Hertzog Boulevard
Cape Town 8001
Tel: 021 487 2728
Cell: 083 947 1541
E-mail: satisfy.vena@capetown.gov.za

1.1.1.38 “**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 a successful tenderer’s Offer and no rights shall accrue.

1.1.1.39 “**Purchase Order**” means the official purchase order created and released on the City of Cape Town’s SAP System.

1.1.1.40 “**Schedules of Rates**” means, in this Framework Contract document, the document so designated in the Pricing Data, and which will be used to compile Bills of Quantities in the Works Project contract document(s).

1.1.1.41 “**Standby Panel**” means a number of contractors appointed by the Employer under the Framework Contract to be available to execute Works Projects as and when they arise, on a “winner-takes-all” basis as stated in the Contract, in the order of their ranking in terms of the Framework Contract tender evaluation, and then only if the Winner has refused a work opportunity (or if his offer is non-responsive/invalid).

1.1.1.42 “**Winner**” means the Contractor appointed by the Employer under the Framework Contract to be available to execute Works Projects as and when they arise, on a “winner-takes-all” basis as stated in the Contract, and who will be allocated work on an on-going basis, unless he refuses a work opportunity (or if his offer is non-responsive/invalid), for the duration of the term tender contract.

1.1.1.43 “**Works Project**” means a part of the Works to be performed (task) by a Contractor under the Contract, the specific terms, conditions and scope of the Works Project contract being specified in a Works Project contract document.

1.1.1.44 “**Works Project Acceptance/Refusal Notice**” means the formal notification, signed by the successful tenderer/prospective Contractor and sent to the Employer, of his decision to accept/ refuse the opportunity afforded to participate further in the Contractor appointment procedure for a Works Project as specified in the Contract.

1.1.1.44 “**Intellectual Property**” means any and all intellectual property rights of any nature anywhere in the world whether registered, registerable or otherwise, including patents, trademarks, registered designs and domain names, applications for any of the foregoing, trade or business names, copyright and rights in the nature of copyright, design rights, rights in databases, know-how, trade secrets and any other intellectual property rights

which subsist in computer software, computer programs, websites, documents, information, techniques, business methods, drawings, logos, instruction manuals, lists and procedures and particulars of customers, marketing methods and procedures and advertising literature, including the "look and feel" of any websites

Clause 1.2.1.2:

The address of the Employer is:

Physical address: Tower Block, Civic Centre
12 Hertzog Boulevard
Cape Town
8001

Postal address: P O Box 298
Cape Town
8000

E-mail address: satisfy.vena@capetown.gov.za

The address of the Employer's Agent will be stated in the Works Project contract document(s).

Clause 1.3:

Delete Clause 1.3.5 in its entirety and replace with the following:

1.3.5 Intellectual Property

1.3.5.1 The Contractor acknowledges that it shall not acquire any right, title or interest in or to the Intellectual Property of the Employer.

1.3.5.2 The Contractor hereby assigns to the Employer, all Intellectual Property created, developed or otherwise brought into existence by it for the purposes of the contract, unless the Parties expressly agree otherwise in writing.

1.3.5.3 The Contractor shall be deemed to have given the Employer a non-terminable, transferable, non-exclusive, royalty-free licence to copy, use and communicate the Contractor's documents, including making and using modifications of such documents for further work required to the Works.

1.3.5.4 The Contractor shall, and warrants that it shall:

1.3.5.4.1 not be entitled to use the Employer's Intellectual Property for any purpose other than as contemplated in this contract;

1.3.5.4.2 not modify, add to, change or alter the Employer's Intellectual Property, or any information or data related thereto, nor may the Contractor produce any product as a result of, including and/or arising from any such information, data and Intellectual Property, and in the event that it does produce any such product, the product shall be, and be deemed in law to be, owned by the Employer;

1.3.5.4.3 not apply for or obtain registration of any domain name, trademark or design which is similar to any Intellectual Property of the Employer;

1.3.5.4.4 comply with all reasonable directions or instructions given to it by the Employer in relation to the form and manner of use of the Employer Intellectual Property, including without limitation, any brand guidelines which the Employer may provide to the contractor from time to time;

1.3.5.4.5 procure that its employees, directors, members and contractors comply strictly with the provisions of clauses 1.3.5.4.1 to 1.3.5.4.3 above;

unless the Employer expressly agrees thereto in writing after obtaining due internal authority.

1.3.5.5 The Contractor represents and warrants to the Employer that, in providing goods, services or both, as the case may be, for the duration of the contract, it will not infringe or make unauthorised use of the Intellectual Property rights of any third party and hereby indemnifies the Employer from any claims, liability, loss, damages, costs, and expenses arising from the infringement or unauthorised use by the contractor of any third party's Intellectual Property rights.

1.3.5.6 In the event that the contract is cancelled, terminated, ended or is declared void, any and all of the Employer's Intellectual Property, and any and all information and data related thereto, shall be immediately

handed over to the Employer by the Contractor and no copies thereof shall be retained by the contractor unless the Employer expressly and in writing, after obtaining due internal authority, agrees otherwise.

Add the following Clause after Clause 1.3.6:

- 1.3.7 The parties agree that this contract shall also be subject to the Employer's Supply Chain Management Policy ('SCM Policy') that was applicable on the date the bid was advertised. Please refer to this document contained on the CCT's website.
- 1.3.8 Abuse of the supply chain management system is not permitted and may result in cancellation of the contract, restriction of the supplier, and/or the exercise by the Employer of any other rights and remedies available to it as described in the SCM Policy.

Clause 2:

Add the following Clause after Clause 2.5.1:

2.6 Procedures for the allocation of Works Projects

The Employer reserves the right to plan, allocate and effect individual Works Projects at its sole discretion and as described in this document.

The Employer will only order those quantities of work items which it actually requires for execution in a Works Project from time to time. The Employer reserves the right not to order any quantities at all depending on circumstances and subject to operational requirements.

The Works Projects shall be executed in areas within four Areas identified within the City of Cape Town municipal area and outlined in clause C.1.6.1 in Part T1.2 Tender Data, on a "winner-takes-all" basis as described therein.

The Works Projects shall be identified subject to availability of funding.

The procedures for the allocation of Works Projects are described in detail at the end of this Part 1: Contract Data provided by the Employer.

Clause 3.1

Delete clause

Clause 3.2.2

Add the following at the end of the clause:

If, in exercising any discretion, the result of such decision would be to utilise the contingency allowance, increase the contract value or granting of time for practical completion, the Employer's Agent must obtain approval from the Employer that such funding or time is available and granted by the Employer to be awarded prior to finalising such a decision.

Clause 3.2.3:

The Employer's Agent 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 or Contract Data:

- a) Clause 3.3.1 Nomination of Employer's Agent's Representative
- b) Clause 3.3.4 Employer's Agent's authority to delegate
- c) Clause 5.8.1 Non-working times
- d) Clause 5.11.1 Suspension of the Works
- e) Clause 5.12.4 Acceleration instead of extension of time
- f) Clause 6. All actions in terms of the clause, subject to 3.2.2 of the Contract Data
- g) Clause 6.4.1 Approval of rates for new items
- j) Clause 10.1.5 All actions in terms of the clause, subject to 3.2.2 of the Contract Data

Clause 3.3.2.2.3:

Delete the words "oral or" from the clause

Clause 3.3.2.2.4:

Delete the words "oral or" from the clause

Clause 5:

Add the following Clause after Clause 5.1.1.2:

5.1.2 Framework Contract Period

The Framework Contract Period is for a period of **not exceeding 36 months** calculated from the Commencement Date.

Clause 5.3:

Delete Clauses 5.3.1 to 5.3.3 in their entirety and replace with the following:

5.3.1 Upon appointment as either the Winner or to a Standby Panel, if applicable, the Contractor shall submit the required documentation, for approval by the Framework Contract Manager, as set out below. If the documentation is not submitted with 14 days from the Commencement Date, or is found to be unacceptable, the Employer may terminate the Framework Contract in terms of Clause 9.2.

The documentation required is:

- a) Approved framework Health and Safety Plan (Refer to applicable in the Health and Safety Specification in Part C3.5 in the Scope of Work)
- b) Security (Refer to Clause 6.2)
- c) Evidence of Insurance (Refer to Clause 8.6)
- d) Occupational Health and Safety Agreement (Part C1.5 in Agreements and contract Data)
- e) Letter of Good Standing from the Compensation Commissioner (if not insured with a Licensed Compensation Insurer) (Refer to Clause 4.3)
- f) Protection of the Environment Declaration (Part C1.6 in Agreements and Contract Data)
- g) Proof of Registration/Letter of Good Standing with the Bargaining Council for the Civil Engineering Industry (BCCEI)

5.3.2 The Contractor shall, save as may be otherwise provided in the Contract or be legally or physically impossible, commence executing the Works on the date specified in the Works Project contract; subject to the submission by the Contractor, and approval by the Employer's Agent, of any documentation required before commencement with Works execution, as set out in the Works Project contract.

The following documentation shall be submitted for **each Works Project** by the invited contractor as part of the Works Project submission:

- a) Approved site specific Health and Safety plan (Refer to Health and Safety Specification in Part C3.5 Management and any other specific requirements stated in the Works Project contract document)
- b) Initial Programme (Refer to Clause 5.6)
- c) Evidence of Insurance (Refer to Clause 8.6)
- d) Proof of Registration / Letter of Good Standing with the Bargaining Council for the Civil Engineering Industry (BCCEI)

The time to submit any documentation required before commencement with Works execution of **each Works Project** shall be within the number of days from the Commencement Date of the Works Project as specified in the Works Project contract. Such documentation may include:

- e) Method Statement (Refer to Environmental Management Specification in Part C3.5 Management)

5.3.3 Notwithstanding the provisions of Clause 5.3.2, where a construction work permit from the Provincial Director of the Department of Labour is required for a Works Project, commencement of the Works Project shall not be deemed to take place until such construction work permit has been issued by the Provincial Director.

5.3.4 Application for Construction Work Permit

Where the Employer is required to apply to the Provincial Director of the Department of Labour for a construction work permit to perform the intended construction work for a Works Project, the employer shall do so as soon as the Contractor has been appointed to execute the Works for the specific Works Project in terms of the Framework Contract.

Should the issuing of a construction work permit delay the Employer's Agent's instruction to commence executing the Works Projects and this in turn causes a delay to Practical Completion of more than 60 days, then the Contractor shall be entitled to make a claim in accordance with Clause 10.1. Should, however, the issuing of a construction work permit be delayed by the submission of a unacceptable draft Health and Safety Plan, in the opinion of either the Employer's Health and Safety Agent, or the Provincial Director of the Department of Labour, no claim for an extension of time will be entertained.

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 5.6.2.3:

Insert the following after "...approvals,":

... permits,

□
Clause 5.8.1:

The non-working days are Sundays.

□
The special non-working days are:

- a) All gazetted public holidays.
- b) Year-end break(s) not exceeding [15 working] days in duration.

□
Clause 5.12.1:

Add the following:

The Contractor may not claim a delay on another Works Project as causing delay on the particular Works Project contract in question.

□
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 of each Works Project within the time referred to in Clause 1.1.1.14 is [R 6 600.00] per day.

□
Insert the following after "actual date of Practical Completion":

... or, in the case of termination by the Employer in terms of Clause 9.2.1, the actual date of termination,

Clause 5.16.3:

The latent defects period is 5 years.

Clause 6.2.1:

The security to be provided by the Contractor shall be a blanket performance guarantee of **R 280 000.00 per Area**. The performance guarantee shall contain the precise wording of the document included in Part C1.3 of the Contract Data: **Form of Performance Guarantee**, and it shall be issued by a financial institution approved by the Employer, at the date when the guarantee is issued. The list of approved financial institutions current at the date of tender is attached to the **Form of Performance Guarantee**.

In the event of the guarantee being called up (in full or in part) the Contractor shall within 21 days of the issue of a first written demand by the Employer to the Guarantor, provide at his own cost a replacement performance guarantee of R 280 000.00 for the particular Area, and no work will be allocated to the Contractor in that Area until the replacement performance guarantee has been provided.

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 last Certificate of Completion of the Works for the Works Projects in a Area 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 be subject to contract price adjustment in accordance with Clause 6.8 of the General Conditions of Contract.

If special materials are specified in Part 2 of the Contract Data then the provisions of Clause 6.8.3 of the General Conditions of Contract shall apply to such special materials.

Where applicable, in terms of the foregoing, the value of the certificates issued shall be adjusted in accordance with the Contract Price Adjustment Schedule with the following values for "Concrete works" and/or "Roads and earthworks":

The value of "x" is 0,10.

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

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

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

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

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

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

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

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

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

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

The amount “Ac” shall be sub-divided into Ac₁ and Ac₂, as appropriate, and each of these shall be multiplied by its Contract Price Adjustment Factor (CPAF), with the resultant amounts added together to produce the adjustment as envisaged in the CPA Schedule:

where

Ac₁ is the proportion of Ac applicable to “Concrete works”, and
Ac₂ is the proportion of Ac applicable to “Roads and earthworks”

and where

Ac₁ = T₁ – S₁ – D₁ – E₁ – G₁ – Ap₁, and
Ac₂ = T₂ – S₂ – D₂ – E₂ – G₂ – Ap₂

in which formulae the values associated with the symbols T₁ and T₂.... Ap₁ and Ap₂ shall be applicable to the proportions of T Ap in “Concrete works” and “Roads and earthworks”, respectively.

Furthermore, the value of the General Items shall be proportional to the value of work done and materials on Site in T₁ and T₂ respectively.

Clause 6.8.2:

Add the following to Clause 6.8.2:

The Contract Price shall be subject to contract price adjustment in accordance with Clause 6.8 of the General Conditions of Contract.

If special materials are specified in Part 2 of the Contract Data then the provisions of Clause 6.8.3 of the General Conditions of Contract shall apply to such special materials.

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

The value of “x” is 0,10.

The values of the coefficients are:

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

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

The Contract Price shall be subject to contract price adjustment in accordance with Clause 6.8 of the General Conditions of Contract.

If special materials are specified in Part 2 of the Contract Data then the provisions of Clause 6.8.3 of the General Conditions of Contract shall apply to such special materials.”

In addition, the paragraph above this Note to Compiler must be replaced with the following:

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

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

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

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

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

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

Clause 6.8.3: Variation in the cost of special materials

Price adjustment for variations in the cost of special materials is provided for in the Special Materials Schedule at the end of this Part 1: Contract Data provided by the Employer.

Clause 4.2 of the Contract Price Adjustment Schedule

Delete the words “by the Contractor” that appear after “.... entered in the Contract Data”

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 7 days before the closing date for an offer on a Works Project, no costs other than those that can be claimed under Clause 5.12.3 shall be added to the Contract Price.

Add the following after Clause 6.8.4:

6.8.5. If price adjustment for variations in the cost of plant and materials imported from outside of South Africa is provided for in the contract data, such adjustment shall be based on the information contained on the schedule titled “**Price Basis for Imported Resources**” and as below. For the purposes of this clause the Rand value of imported Plant and Materials inserted on the schedule titled “**Price Basis for Imported Resources**” (column (F)) shall be the value in foreign currency (column (A)) converted to South African Rand (column (C)) by using the closing spot selling rate quoted by **Employer’s** main banker, NEDBANK, on the Base Date (seven calendar days before tender closing date) rounded to the second decimal place (column(B)), to which shall be added any Customs Surcharge and Customs Duty applicable at that date (columns (D) and (E)).

6.8.5.1 Adjustment for variations in rates of exchange:

- (a) The value in foreign currency inserted in column (A) shall be subject to clause (h) below when recalculating the Rand value.
- (b) The rate of exchange inserted in column (B) shall be the closing spot selling rate quoted by **Employer’s** main banker, NEDBANK, on the Base Date, rounded to the second decimal place, subject to sub-paragraph (c) below.
- (c) If the rate of exchange inserted by the Tenderer differs from the NEDBANK rate referred to above, then the NEDBANK rate shall apply and the Rand value in columns (C) and (F) shall be recalculated accordingly, without altering the price in the Schedules of Quantities for the relevant items.
- (d) If a tender from a supplier or sub-contractor provides for variations in rates of exchange, the Contractor may **only** claim for variations in rates of exchange if he binds the supplier or sub-contractor to the same provision to take out forward cover as described in sub-paragraph (e) below.
- (e) The Contractor (or supplier or sub-contractor) shall within five working days from the date of placing a firm order on an overseas supplier, cover or recover forward by way of a contract with a bank which is an authorised foreign exchange dealer, the foreign exchange component of the cost of any imported Plant and Materials inserted by the Tenderer on the schedule titled “**Price Basis for Imported Resources**”.
- (f) When the Contractor (or supplier or sub-contractor) so obtains forward cover, the Contractor shall immediately notify the Employer of the rate obtained and furnish the Employer with a copy of the foreign exchange contract note.
- (g) Based on the evidence provided in sub-paragraph (f) above, the value in Rand inserted in column (C) on the schedule titled “**Price Basis for Imported Resources**” shall be recalculated using the forward cover rate obtained, and any increase or decrease in the Rand value defined in this clause shall be adjusted accordingly, subject to sub-paragraph (h) below. Failure to provide such evidence shall result in no such recalculation shall be considered by the Employer.
- (h) The adjustments shall be calculated upon the value in foreign currency in the Contractor’s (or supplier’s or sub-contractor’s) **forward cover contract**, provided that, should this value exceed the value in

foreign currency inserted in column (A) of the schedule titled “**Price Basis for Imported Resources**”, then the value in column (A) shall be used.

6.8.5.2 Adjustment for variations in customs surcharge and customs duty

(a) Any increase or decrease in the Rand value between the amounts of Customs Surcharge and Customs Duty inserted on the schedule titled “**Price Basis for Imported Resources**” and those amounts actually paid to the Customs and Excise Authorities, which are due to changes in the percentage rates applicable or to the foreign exchange rate used by the authorities, shall be adjusted accordingly.

(b) The Tenderer shall state the Customs Duty Tariff Reference applicable to each item and the Contractor shall advise the Employer’s Agent of any changes which occur.

6.8.5.3 Adjustment for variation in labour and material Costs

If the prices for imported Plant and Materials are not fixed, the Contractor shall in his Tender specify the formula for calculating Contract Price Adjustments normally used in the country of manufacture and the indices and relative proportions of labour and material on which his Tender prices are based. Evidence of the indices applicable shall be provided with each claim. The indices applicable 42 days before contractual dispatch date from the factory will be used for the purposes of Contract Price Adjustment.

Failure to specify a formula in the Tender shall mean that the prices are fixed or shall be deemed to be fixed.

Clause 6.10.1.5:

Delete Clause 6.10.1.5 in its entirety and replace with the following:

6.10.1.5 The value of Plant and materials:

6.10.1.5.1 up to a percentage limit of **80%** for the Plant and materials referred to in Clause 6.9.1.1 brought on to the Site but not yet built into the Permanent Works;

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

6.10.1.5.2 which have been manufactured and are stored at places other than the Site, in respect of which the Employer has indicated, on the Advance Payment Schedule, that advance payment will be permitted;

6.10.1.5.3 for which a deposit with order is required from the Contractor by a manufacturer/supplier, only in respect of which the Employer has indicated, on the Advance Payment Schedule, that advance payment will be permitted;

The terms and conditions for advance payment are set out in Clause 6.10.10 and in the Advance Payment Schedule at the end of this Part 1: Contract Data provided by the Employer.

Clause 6.10.1.7:

Add the following after the words “Clause 5.13”:

or any other fines or penalties that become due under the Contract.

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 Contractor shall be subject to a retention by the Employer of an amount of **5%** (**provided that for Works Projects less than or equal to R200 000 retention is waived**) of the said amounts due to the Contractor, with no limit per Works Project. A guarantee in lieu of retention is not permitted.

Clause 6.10.4:

Add the following to the last sentence of Clause 6.10.4:

..., dated as at the date of delivery of the Contractor’s statement to the Employer’s Agent.

Add the following to Clause 6.10.4:

Notwithstanding the above, the Employer's Agent 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.

The Contractor may submit a fully motivated application regarding more frequent payment to the Employer's Agent to be submitted to the Employer for consideration. Requests for more frequent payments will be considered at the sole discretion of Employer and is not a right in terms of this contract.

Clause 6.10.10:

Add the following Clause after Clause 6.10.9:

6.10.10 Advance payment

Subject to Clauses 6.10.1.5.2 and 6.10.1.5.3, and the Advance Payment Schedule, the Employer shall make an advance payment for Plant and materials stored at places other than the Site, or in respect of which a deposit with order is required, only once the Contractor has submitted an advance payment guarantee in accordance with this Clause, the authenticity of which has been verified by the City's Treasury Department.

Unless and until the Employer receives this guarantee, the following paragraphs shall not apply.

The Employer's Agent shall issue an Interim Payment Certificate for, or including, advance payment after receiving a statement under Clause 6.10.1 and after the Employer has received a guarantee in an amount equal to the advance payment requested. This guarantee shall be issued by a financial institution approved by the Employer, as listed in the Annexure in Part C1.3 of the Contract Data, and shall be in the form of and shall contain the precise wording of the document included in Part C1.4: **Form of Advance Payment Guarantee** and shall come into force, be administered and expire in terms thereof.

The Employer shall return the guarantee to the Contractor within 14 days after the expiry date.

The provision of the Advanced Payment Guarantee shall be at the Contractor's cost.

The term "deposit" or "deposit with order" used in the context of this Clause and elsewhere by reference to this Clause, means a sum payable by the Contractor to a manufacturer/supplier prior to the manufacture of an item of Plant or material, required at the time of placing an order, the balance of the value of the item being payable later.

Clause 8.6.1:

The insurances to be effected and maintained by the Contractor shall be in the form of a blanket/umbrella policy per Area for this term tender contract. This policy shall be endorsed as and when required to reflect each Works Project that may be allocated to the Contractor.

Clause 8.6.1.1.1:

The Contract Price shall, for insurance purposes, include for individual Contract Sums of up to **R4 000 000** for each Works Project per Area.

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, 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 8.6.5:

Delete the following from Clause 8.6.5:

“and the terms thereof shall be subject to the approval of the Employer’s Agent, which approval shall not be unreasonably withheld.”

Clause 8.6.6:

Replace clause 8.6.6 with the following:

The evidence that the insurances have been effected in terms of Clause 8.6.1, shall be in the form of an insurance broker’s warranty per Area worded precisely as given in Part C1.7 Insurance Broker’s Warranty.

[]

In addition, an insurance broker’s warranty will be required for every Works Project as and when the contractor submits an offer for a Works Project contract. This warranty shall, *inter alia*, confirm that the applicable blanket/umbrella policy per Area for the term tender contract has been endorsed to reflect the Works Project contract and that all premiums have been paid.

Clause 8.6.7:

Add the following to the end of this Clause:

; and/or the Employer shall be entitled to exclude the Contractor from participating in any future Works Project processes until such time as satisfactory evidence has been provided.

Clause 9.1:

In Clause 9.1.6 replace “and 9.1.3” with:

, 9.1.3 and 9.1.7

Add the following Clause after Clause 9.1.6:

9.1.7 Death of Sole Proprietor/Member

Upon the death of the Contractor who was a Sole Proprietor, or a sole member of a Close Corporation, the Contract will terminate forthwith. The Employer shall pay to the Contractor’s estate any money which it considers due under the Contract in terms of Clause 9.1.5, in full and final settlement thereof.

9.1.8 Material Irregularity during procurement process

The Employer may terminate the contract if a material irregularity vitiates the procurement process leading to the conclusion of the contract, rendering the procurement process and the conclusion of the resulting contract unfair, inequitable, non-transparent, uncompetitive or not cost-effective, provided the Employer follows the processes as described in its SCM Policy.

9.1.9 Reputational risk or harm to the Employer

The Employer, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate the contract if the implementation of the contract may result in reputational risk or harm to the City as a result of (inter alia):

- 9.1.9.1 reports of poor governance and/or unethical behaviour;
- 9.1.9.2 association with known family of notorious individuals;
- 9.1.9.3 poor performance issues, known to the Employer;
- 9.1.9.4 negative social media reports; or
- 9.1.9.5 adverse assurance (e.g. due diligence) report outcomes.

Clause 9.2.1:

Delete "or" at the end of Clause 9.2.1.3.6 and add the following Clause after Clause 9.2.1.3.7:

9.2.1.3.8 Has failed to provide the required insurances within the prescribed time,

[]

Add the following Clause after Clause 9.2.1.3:

9.2.1.4 The Contractor has consistently failed to attend compulsory Works Project meetings, has consistently refused work opportunities, or has had a Works Project contract terminated by the Employer, then the Employer may, at its sole discretion, terminate the Framework Contract forthwith [in its entirety, or with respect to a particular Area.]

Add the following Clause after Clause 9.2.3:

9.2.4 Employer's Elections in case of Insolvency

In addition to anything else contained in this contract, the Employer may make either of the following elections to ensure its rights are protected and any negative impact on service delivery is mitigated:

9.2.4.1 accept a contractor's proposal (via the trustee / liquidator) to render delivery utilising the appropriate contractual mechanisms; or

9.2.4.2 terminate the contract, as the liquidator proposed contractor is deemed unacceptable to the employer, at any time by giving written notice to the contractor (via the trustee / liquidator).

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 Employer's Agent. []

PROCEDURES FOR THE ALLOCATION OF WORKS PROJECTS

The procedures for the allocation of Works Projects, given below, are to be read in conjunction with Part T1.2 Tender Data and Clause 2.6 in the Contract Data. These procedures include the development of a Works Project contract document, applying the tendered rates in order to arrive at a financial offer, receiving the contractor's Works Project contract document, and allocating the Works Project to the contractor, on a "winner-takes-all" basis as follows: "whereby the work will always be offered and, if accepted, allocated to, the highest ranked tenderer ("the winner") in the framework contracts for that Area, and only if he refuses (or if his offer is non-responsive) will the work be offered to the next highest ranked tenderer".

In terms of the foregoing, "the contractor" in the procedures below is the contractor under consideration (starting with "the winner") for allocation of the Works Project.

The procedures are summarised under the stages below, wherein the Employer (acting through his agent) shall

Stage 1: Employer prepares Works Project contract document and prices bills of quantities using the contractor's rates for the Area

- a) select a Work Area within the Area for the execution of the Works Project;
- b) prepare a Works Project contract document, including Bills of Quantities and Scope Work therein; and
- c) compile priced bills of quantities for the contractor appointed to the Area, using his framework contract rates;

Stage 2: Contractor collects copy of Works Project contract document and attends a Works Project meeting

- d) make available to the contractor a copy of the Works Project contract document with the Bills of Quantities priced by the Employer;
- e) simultaneously, invite the contractor to attend a compulsory Works Project meeting;
- f) conduct the Works Project meeting, including discussing any issues the contractor may have (this may result in changes being made to the Works Project contract document and it being re-issued); and
- g) receive any Refusal Notice from the contractor timeously after the meeting;

Stage 3: Contractor submits completed Works Project contract document and Employer allocates Works Project

- h) if the contractor who attended the Works Project meeting did not submit a refusal notice, request him to complete the Returnable Schedules, Form of Offer, Works Project Acceptance/Refusal Notice, etc. in the Works Project contract document and submit the completed document to the Employer; and
- i) test submission for completeness and allocate the Works Project to the contractor or, if his offer is non-responsive, repeat the processes in h) and i) with the contractor on the standby panel with the next highest ranking.

Further details of the procedures under the above stages are given below.

Stage 1

As and when the Employer requires work to be executed in a Works Project under the framework contract, the Employer shall specify, *inter alia*, the nature, location(s), extent, scope of work, proposed programme and contract period for the work required, in a **Works Project contract document** comprising, as relevant, Work Allocation Procedures, Returnable Schedules, Agreements and Contract Data, Bills of Quantities and Scope of Work.

In the Bills of Quantities the Employer shall assign quantities to the work items relating to the specific Scope of Work in the Works Project. The assigned quantities shall be multiplied by the framework contract rates to constitute amounts that will be totalled to provide a **financial offer** for the contractor for this specific Works Project.

Stage 2

The Employer shall invite the contractor under consideration in the particular Area to attend a compulsory **Works Project meeting** at a time and venue disclosed in writing by the Employer.

The Employer shall issue the invitation **three (3)** working days prior to the meeting date, and simultaneously make available to the contractor his individually priced Works Project contract document.

The Employer shall conduct the compulsory Works Project meeting on the date specified. The purpose of this meeting is to inform the contractor of the Scope of Work required in the Works Project. The meeting shall furthermore serve to answer any queries the contractor may have in respect of the required work, billed items and quantities, etc. (this may result in changes being made to the Works Project contract document and its being re-issued as in f) above). A contractor who fails to attend the compulsory Works Project meeting will be **excluded** from further participation in the Works Project allocation process.

Included in the Works Project contract document is a Works Project **Acceptance/Refusal Notice** requesting the contractor to state in writing whether he accepts/refuses the opportunity afforded to participate further in the work allocation procedure (i.e. that he is willing/not willing to undertake the work specified in the Scope of Work and Bills of Quantities and has/has not the necessary resources, available to complete the work within the required Works Project contract period should he be allocated the work). The contractor who **refuses** will be required to complete and return the Works Project Acceptance/Refusal Notice, either by fax or email, to the Employer within **five (5)** working days after the compulsory Works Project meeting.

Stage 3

The Works Project contract document shall be completed, signed and returned by the contractor to the Employer's agent's offices no later than **five (5)** working days after the date of the compulsory Works Project meeting or after receipt thereof if changes thereto were required (refer to f) above).

The Employer will specify the proposed Works Project construction time period (time from the date specified for commencement with Works execution to Due Completion Date) for completing the specified Works in the Scope of Work in the Works Project contract document.

The submission of a fully completed and signed Works Project contract document is mandatory for the contractor who accepts, and the contractor may be requested by the Employer to complete and/or sign his submission, if necessary, should he have not already done so..

A contractor whose offer is non-responsive, or who failed to return the completed, signed Works Project contract document (the offer) within the time stated herein, will be **excluded** from further participation in the Works Project allocation process.

Acceptance of the contractor's offer takes place on the date the contractor (now Contractor in terms of the Contract) receives the City of Cape Town's official **purchase order**, such date being the Commencement Date of the Works Project contract.

Each Works Project shall be in the **value range** of above R0 up to R4 000 000 (including contingencies and VAT, but excluding contract price adjustment, if applicable).

Working days for these procedures are Mondays to Fridays.

SPECIAL MATERIALS SCHEDULE		
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 prices for the special materials (current at the time of tender) shall be as stated in the schedule below, or where required, shall be furnished by the tenderer/contractor. Only those materials listed by the Employer below shall be considered as special materials.		
Special Material	Unit	Base Price
Bitumen (50/70 penetration grade)	t	R 11,934.66 (April 2022, Total (Natref, Johannesburg))
Bitumen (70/100 penetration grade)	t	R11,657.22 (April 2022, Total (Natref, Johannesburg))
		The Arcelor Mittal prices, as published in their official price lists, current at the time of tender closing, will be used as the base prices for determining the adjustment in steel prices.
<p>Conditions:</p> <ol style="list-style-type: none"> 1) When called upon to do so, the contractor shall substantiate the prices to be used to determine the adjustment in respect of the special materials listed above with acceptable documentary evidence. 2) In the case of bituminous products, the Employer has provided, in the schedule above, a base rate for bitumen upon which the tendered rates will be deemed to be based, and which will be used for determining the adjustment in the price of such bituminous products. 3) Where an adjustment for the variation in the price of bituminous products is claimed, the claim must be substantiated by a declaration from the manufacturer, confirming the source of bitumen used in such bituminous products at the time in question. 4) Where the source of bitumen (the refinery) is located in the Western Cape Province, or where bitumen sourced from abroad is landed at a port in the Western Cape, the cost of transporting such bitumen within the boundaries of the Western Cape shall be included in the rate for bituminous products. Extra-over rates to cover the cost of transporting bitumen from beyond the borders of the Western Cape have been measured separately in the Bill of Quantities. 5) Where imported bitumen used in bituminous products is landed at a port beyond the borders of the Western Cape, the importers must clearly state whether or not their price is inclusive of transport to the Western Cape, which will determine whether extra-over transport costs are applicable, or not. The price of the imported bitumen itself must be expressed as a landed price in ZAR. 		

ADVANCE PAYMENT SCHEDULE	
<p>This Advance Payment Schedule is to be read in conjunction with Clauses 6.10.1.5.2, 6.10.1.5.3 and 6.10.10 in the Contract Specific Data. The purpose of this schedule is to itemise specific Plant and materials not yet brought on to the Site for building into the Permanent Works and for which the Employer is prepared to make advance payments to the Contractor, subject to the conditions below.</p> <p>The items of Plant and materials which have been identified by the Employer as being suitable for advance payment in terms of the Contract are listed in the table below. Should an item or items be added to the list at tender stage by a tenderer, such item(s) will not be binding on the Employer.</p>	
Plant and materials which have been manufactured and are stored at places other than the Site:	Plant and materials yet to be manufactured and for which a deposit with order is required from the Contractor by a manufacturer/supplier, and which may be stored at places other than the Site after manufacture:
/	/
/	/
/	/
/	/
/	/
<p>Conditions:</p> <ol style="list-style-type: none"> 1) The Contractor can only rely on advance payment being permitted by the Employer in respect of the Plant and materials listed in the table above. The Employer may, however, permit advance payment for other Plant and materials in exceptional circumstances and at its sole discretion, during the course of the Contract, and upon reasonable request from the Contractor. 2) Advance payment for the purposes of deposits will only be provided up to a limit of 0% of the value of any one item being claimed. 3) The Contractor shall provide the Employer with documentary evidence of the terms and conditions for which a deposit with order is required by a manufacturer/supplier, together with the advance payment guarantee. 4) The Contractor will also be permitted to obtain advance payment for the balance of the value of the Plant and materials in respect of which he has paid a deposit, for an item which after manufacture is stored at a place other than the Site. The Contractor shall, in respect of such payment, provide an advance payment guarantee, either for such balance or, if the advance payment guarantee in respect of the deposit is to be returned by the Employer upon request, for the whole value of the item. 	

Part 2: Data provided by the Contractor

Clause 1.1.1.9:

The name of the Contractor is

Clause 1.2.1.2:

The address of the Contractor is

Physical : Postal :
Address Address

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

Telephone : Fax:

email :

1. Data Protection

1.1 The Contractor acknowledges that during the course of the performance of the services, it and its employees, representatives and/or sub-contractors may gain access to and become acquainted with the Personal Information and/or Special Personal Information and children's information (collectively, "Personal Information") (as these terms are defined or explained in the Protection of Personal Information Act 4 of 2013, as amended from time to time, referred to as "**POPIA**"), of the Employer, its employees, clients, representatives, sub-contractors and/or suppliers. The Contractor will, and will procure that its employees, representatives and sub-contractors, treat such Personal Information as confidential and respect the privacy of the Employer, its employees, clients, representatives, sub-contractors and/or suppliers.

1.2 The Contractor further acknowledges that during the course of the performance of the services, it and its employees, representatives and/or sub-contractors may also be required to collect, use or process the Personal Information of the Employer and/or its employees, clients, representatives, sub-contractors and/or suppliers and, when doing so, will comply, and will procure that they comply, with (i) the conditions of lawful processing as set out in terms of POPIA and other applicable laws and regulations; (ii) the Privacy Notice and (iii) the Employer's data protection procedures;

1.3 The Employer, its employees, representatives and sub-contractors may, from time to time, Process the Contractor's and/or its employees', representatives' and/or sub-contractors' Personal Information, for purposes of, and/or relating to, the tender, this agreement, for research purposes, and/or as otherwise may be envisaged in the Employer's Privacy Notice and/or in relation to the Employer's Supply Chain Management Policy or as may be otherwise permitted by law. This may include the cross-border transfer of Personal Information and/or Special Personal Information (including children's information) from time to time. The Contractor acknowledges that it has read and understood this, the Employer's Privacy Notice and the Employer's Supply Chain Management Policy and hereby consents to the Employer, its employees and/or representatives and/or sub-contractors Processing its Personal Information for those purposes and/or as otherwise contemplated herein.

1.4 The Contractor agrees and undertakes to procure that its employees and/or representatives and/or sub-contractors are made aware that the Employer may process their Personal Information from time to time as envisaged herein.

1.5 The Contractor hereby warrants in favour of, and represents to, the Employer, its employees, representatives and sub-contractors, that the Contractor and its employees, representatives and sub-contractors are permitted to

Process the Personal Information, which they have and/or will Process in, and in relation to, this tender and agreement, including but not limited to the disclosure of the Personal Information herein and irrevocably undertake to comply with all applicable laws in this regard and will procure that their employees, representatives and sub-contractors also so comply.

- 1.6 The Contractor hereby indemnifies and holds each of the Employer, its employees, representatives and sub-contractors harmless against all claims, losses, damages and costs relating to the Processing of Personal Information by the Contractor, its employees, representatives and/or sub- contractors.
- 1.7 In order to comply with section 19 read with section 21 of POPIA to the extent that the Contractor processes Personal Information for which it is the Operator and the Employer is the Responsible Party under POPIA, the parties agree and the Contractor irrevocably undertakes that it shall:
- 1.7.1 only Process Personal Information on behalf of the **Employer** if (i) the processing of such information is within the knowledge or authorisation of the **Employer**, (ii) it treats the Personal Information which comes to its knowledge as confidential and does not disclose it, and (iii) the Processing is done in a lawful and reasonable manner, and only to the extent required to execute the services, or to provide the goods, or to perform its obligations pursuant to the agreement;
- 1.7.2 put in place, and at all times maintain, appropriate, reasonable, technical and organisational measures to ensure the protection and confidentiality of the Personal Information that it, or its employees, its representatives, its sub-contractors and other authorised individuals come into contact with pursuant to the agreement;
- 1.7.3 do all such things as are necessary to prevent the: (i) loss of, damage to, and/or unauthorised destruction of Personal Information; and (ii) unlawful access to or processing of personal information;
- 1.7.4 notify the **Employer** immediately where there are reasonable grounds to believe that the Personal Information in its possession has been accessed or acquired by any unauthorised person;
- 1.7.5 at all times comply with the provisions of POPIA, its regulations and any applicable codes of conduct, as well as the **Employer's** Privacy Notice;
- 1.7.6 give the **Employer** reasonable access to its premises, systems and processes to enable the **Employer** to inspect same and conduct a data protection compliance audit thereof from time to time on receipt of request from the **Employer** and undertakes to give its full co-operation in this regard;
- 1.7.7 upgrade, adapt and/or change its systems and processes upon request from the **Employer** from time to time, to meet the security standards reasonably required by the **Employer** as the Responsible Party in terms of POPIA.
- 1.8 The Contractor hereby indemnifies and holds the Employer harmless against all claims, losses, damages and costs of whatsoever nature suffered by the Employer arising from or in relation to the Contractor's (and/or its employees', representatives' and sub-contractors') non-compliance with applicable data protection laws and/or other legislation.
- 1.9 The Employer's Information Officer who is responsible for overseeing questions in relation to data protection may be contacted at Popia@capetown.gov.za

CITY OF CAPE TOWN

FACILITIES MANAGEMENT

CONTRACT NO. 372Q/2021/22

TERM TENDER FOR REPAIRS AND MAINTENANCE OF ASPHALT AND PAVED SURFACES TO MUNICIPAL FACILITIES WITHIN THE CITY OF CAPE TOWN

C1.3 Form of Performance Guarantee

PERFORMANCE GUARANTEE

For use with the Conditions of Contract as described in C1.2 Contract Data Part 1: Contract Data provided by the Employer.

GUARANTOR DETAILS AND DEFINITIONS

"Guarantor" means:

"Physical address:

"Employer" means: The City of Cape Town, FACILITIES MANAGEMENT.

"Contractor" means: The Contractor named in an individual Works Project Contract.

"Employer's Agent" means:

"Works" means: Works Projects which may be allocated in the Area, individually or as a whole as the context provides, under Framework Contract No. 372Q/2021/22: TERM TENDER FOR REPAIRS AND MAINTENANCE OF ASPHALT AND PAVED SURFACES TO MUNICIPAL FACILITIES WITHIN THE CITY OF CAPE TOWN.

"Site" means: The site as defined in the Contract Data

"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, and includes the Works Project Agreement.

"Guaranteed Sum" means: The maximum aggregate amount of R280 000.00 per Area

Amount in words: Two hundred and eighty thousand Rand.

"Expiry Date" means: The date of issue by the Employer's Agent of the last Certificate of Completion of the Works for the Works Projects in a Area.

CONTRACT DETAILS

Employer's Agent issues: Interim Payment Certificates, Final Payment Certificates and the Certificates of Completion of the Works, in respect of individual Works Projects, as defined in the Contract.

PERFORMANCE GUARANTEE

1. The Guarantor's liability shall be limited to the amount of the Guaranteed Sum.
2. The Guarantor's period of liability shall be from and including the date of issue of this Performance Guarantee and up to and including the Expiry Date or the date of payment in full of the Guaranteed Sum, whichever occurs first. The Employer's Agent and/or the Employer shall advise the Guarantor in writing of the date on which the last Certificate of Completion of the Works for the Works Projects in a Area 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 Employer's Agent 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. 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.
 10. The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
 11. This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 2, whereafter no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.
 12. 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.
- []

13. Where this Performance Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed at

Date

Guarantor's signatory (1)

Capacity

Guarantor's signatory (2)

Capacity

Witness signatory (1)

Witness signatory (2)

ANNEXURE

LIST OF APPROVED FINANCIAL INSTITUTIONS

The following financial institutions are currently (as at 12 October 2021) approved for issue of contract guarantees to the City:

National Banks:

ABSA Bank Ltd.
FirstRand Bank Ltd.
Investec Bank Ltd.
Nedbank Ltd.
Standard Bank of SA Ltd.

International Banks (with branches in SA):

Barclays Bank plc.
Citibank n.a.
Credit Agricole Corporate and Investment Bank
HSBC Bank plc.
JP Morgan Chase Bank
Societe Generale
Standard Chartered Bank

Insurance companies:

American International Group Inc (AIG)
Bryte Insurance Company Limited
Coface s.a.
Compass Insurance Company Limited
Credit Guarantee Insurance Company Limited
Hollard Insurance Company Ltd.
Linited Guardrisk Insurance Company Limited
Infiniti Insurance Limited
Lombard Insurance Company Limited
New National Assurance Company Limited
PSG Konsult Ltd (previously ABSA Insurance)
Regent Insurance Co.
Renasas Insurance Company Ltd.
Santam Limited

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CITY OF CAPE TOWN

FACILITIES MANAGEMENT

CONTRACT NO. 372Q/2021/22

TERM TENDER FOR REPAIRS AND MAINTENANCE OF ASPHALT AND PAVED SURFACES TO MUNICIPAL FACILITIES WITHIN THE CITY OF CAPE TOWN

C1.4 Form of Advance Payment Guarantee

ADVANCE PAYMENT GUARANTEE

For use with the Conditions of Contract as described in C1.2: Contract Data Part 1: Contract Data provided by the Employer.

GUARANTOR DETAILS AND DEFINITIONS

"Guarantor" means:

"Physical address:

"Employer" means: The City of Cape Town, FACILITIES MANAGEMENT.

"Contractor" means:

"Employer's Agent" means:

"Works" means: Works Project No. 372Q/2021/22 WP-01: DESCRIPTION OF WORKS PROJECT, to be executed in the South Area under Framework Contract No. 372Q/2021/22: TERM TENDER FOR REPAIRS AND MAINTENANCE OF ASPHALT AND PAVED SURFACES TO MUNICIPAL FACILITIES WITHIN THE CITY OF CAPE TOWN.

"Site" means: The site as defined in the Contract Data.

"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, and includes the Works Project Agreement.

"Plant and materials" means: The Plant and materials stored at places other than the Site, or in respect of which an advance payment prior to manufacture is required, which the Employer has agreed may be subject to advance payment, such Plant and materials being listed in the Schedule of Plant and materials.

"Schedule of Plant and materials" means: A list of Plant and materials which shows the value thereof to be included in the Guaranteed Advance Payment Sum.

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

Amount in words:

"Expiry Date" means: The date of the payment certificate wherein the Plant and materials have been certified by the Employer's Agent as having been built into the Permanent Works.

CONTRACT DETAILS

Employer's Agent issues: Interim Payment Certificates and Final Payment Certificate for each Works Project.

ADVANCE PAYMENT GUARANTEE

1. The Guarantor's liability shall be limited to the amount of the Guaranteed Advance Payment Sum.
2. The Guarantor's period of liability shall be from and including the date of issue of this Advance Payment Guarantee and up to and including the Expiry Date or the date of payment in full of the Guaranteed Advanced Payment Sum, whichever occurs first.
3. The Guarantor hereby acknowledges that:

- 3.1 any reference in this Advance Payment 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 Advance Payment 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 Employer's Agent 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) calendar 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 Advance Payment 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 Advance Payment Guarantee, such demand stating that:
 - 5.1 the Contract has been terminated due to the Contractor's default and that this Advance Payment 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 Advance Payment 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. 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.
- 8.
8. 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 Advance Payment Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.
9. The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
10. This Advance Payment Guarantee is neither negotiable nor transferable and shall expire in terms of 2, whereafter no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.
11. This Advance Payment 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.

12. Where this Advance Payment 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)

.

Schedule of Plant and materials

For use with Advance Payment Guarantees on contracts using the General Conditions of Contract for Construction Works, Third Edition, 2015.

Employer { The City of Cape Town, FACILITIES MANAGEMENT }
 Contractor { }
 Works Works Project No. {372Q/2021/22 WP-01: DESCRIPTION OF WORKS PROJECT}, to be executed {in Area} under Framework Contract No. 372Q/2021/22: TERM TENDER FOR REPAIRS AND MAINTENANCE OF ASPHALT AND PAVED SURFACES TO MUNICIPAL FACILITIES WITHIN THE CITY OF CAPE TOWN }
 Payment Certificate No.

Advance payment is requested in respect of the following items of Plant and materials, which have been manufactured and are stored at places other than the Site, or in respect of which a deposit with order is required from the Contractor by a manufacturer/supplier:

Bill of Quantities item no.	Description of Plant and materials	Deposit with order required (Y/N)	Place of storage (or manufacture, if deposit with order is required)	Unit	Quantity	Unit price R c	Total Price R c	
Total Value of Plant and materials to be included in Guaranteed Advance Payment Sum							R	

Signed at on the day of 20.....

.....
 for the Contractor

.....
 As witness

.....
 Approved by Employer's Agent

CITY OF CAPE TOWN

FACILITIES MANAGEMENT

CONTRACT NO. 372Q/2021/22

TERM TENDER FOR REPAIRS AND MAINTENANCE OF ASPHALT AND PAVED SURFACES TO MUNICIPAL FACILITIES WITHIN THE CITY OF CAPE TOWN

C1.5 Occupational Health and Safety Agreement

AGREEMENT MADE AND ENTERED INTO BETWEEN THE CITY OF CAPE TOWN (HEREINAFTER CALLED THE "EMPLOYER") AND

.....
(Contractor/Mandatory/Company/CC Name)

IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, 85 OF 1993 AS AMENDED.

I,, representing

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

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

COID ACT Registration Number:

OR Compensation Insurer: Policy No.:

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

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

I hereby declare that I have read and understand the Occupational Health and Safety Specifications contained in this tender and undertake to comply therewith at all times.

I hereby also undertake to comply with the Occupational Health and Safety Specification and Plan submitted and approved in terms thereof.

Signed aton the.....day of.....20....

Witness

Mandatory

Signed at on the.....day of.....20

Witness

for and on behalf of
City of Cape Town

CITY OF CAPE TOWN

FACILITIES MANAGEMENT |

CONTRACT NO. 372Q/2021/22

TERM TENDER FOR REPAIRS AND MAINTENANCE OF ASPHALT AND PAVED SURFACES TO MUNICIPAL FACILITIES WITHIN THE CITY OF CAPE TOWN |

C1.6 Protection of the Environment Declaration

PROTECTION OF THE ENVIRONMENT DECLARATION

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

CONTRACT NO.: 372Q/2021/22

CONTRACT TITLE: TERM TENDER FOR REPAIRS AND MAINTENANCE OF ASPHALT AND PAVED SURFACES TO MUNICIPAL FACILITIES WITHIN THE CITY OF CAPE TOWN |

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

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

Signed
CONTRACTOR

Date.....

CITY OF CAPE TOWN

FACILITIES MANAGEMENT]

CONTRACT NO. 372Q/2021/22

TERM TENDER FOR REPAIRS AND MAINTENANCE OF ASPHALT AND PAVED SURFACES TO MUNICIPAL FACILITIES WITHIN THE CITY OF CAPE TOWN]

C1.7 Insurance Broker's Warranty

Pro Forma



Letterhead of Contractor's Insurance Broker

Date _____

CITY OF CAPE TOWN
City Manager
Civic Centre
12 Hertzog Boulevard
Cape Town
8001

Dear Sir

CONTRACT NO.: 372Q/2021/22

CONTRACT TITLE: [TERM TENDER FOR REPAIRS AND MAINTENANCE OF ASPHALT AND PAVED SURFACES TO MUNICIPAL FACILITIES WITHIN THE CITY OF CAPE TOWN]

NAME OF CONTRACTOR: _____

I, the undersigned, do hereby confirm and warrant that all the insurances required in terms of the abovementioned term tender contract have been issued and, in the case of blanket/umbrella policies, will be endorsed to reflect the interests of the CITY OF CAPE TOWN with regard to each Works Project contract, and that all the insurances and endorsements, etc., are all in accordance with the requirements of the contract.

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

Yours faithfully

Signed: _____

For: _____

CITY OF CAPE TOWN

FACILITIES MANAGEMENT |

CONTRACT NO. 372Q/2021/22

TERM TENDER FOR REPAIRS AND MAINTENANCE OF ASPHALT AND PAVED SURFACES TO MUNICIPAL FACILITIES WITHIN THE CITY OF CAPE TOWN |

C1.8 Contract of Temporary Employment as Community Liaison Officer

Construction Contract No.:

PROJECT

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

1. THE PARTIES HAVE AGREED THAT

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

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

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

3. THE FOLLOWING CONDITIONS OF EMPLOYMENT SHALL APPLY:

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

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

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

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

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

- (iv) criminal actions by the employee;
- (v) strike action or political stayaways.

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

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

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

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

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

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

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

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

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

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

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

4. TERMINATION OF AGREEMENT

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

5. THE CONDITIONS OF THIS AGREEMENT

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

6. **THUS AGREED AND SIGNED BY THE PARTIES:**

Contractor:

Community Liaison officer:

Date:

CITY OF CAPE TOWN

FACILITIES MANAGEMENT

CONTRACT NO. 372Q/2021/22

TERM TENDER FOR REPAIRS AND MAINTENANCE OF ASPHALT AND PAVED SURFACES TO MUNICIPAL FACILITIES WITHIN THE CITY OF CAPE TOWN

C1.9 Works Project Acceptance/Refusal Notice

Should the contractor accept the work opportunity, he shall do so on this form as part of his Works Project offer.

Should the contractor wish to refuse the work opportunity, he shall do so on this form, which must be returned to the offices of the Employer's agent as soon as possible, but not later than the date for submission of the offer.

The contractor who fails to submit a refusal notice, or an offer, by the due date will be **excluded** from further participation in the work allocation process.

I/We herewith

Accept	<input type="checkbox"/>	}	Tick applicable box
Refuse	<input type="checkbox"/>		

the opportunity afforded to me/us by the City of Cape Town to participate in the work allocation process as set out in the Work Allocation Procedures for the work specified in the Works Project contract document.

I/We accept that no contractor will be allocated work unless the contractor has demonstrated to the satisfaction of the Employer that he has the resources, including a site specific construction manager, required for this Works Project.

I/We agree to the construction time period specified in the Scope of Work.

CONTRACTOR'S NAME:

AUTHORISED CONTACT PERSON (NAME):

SIGNATURE:

DATE:.....

Part C2: Pricing Data

	Pages
C2.1 Pricing Assumptions 	207 – 208
C2.2 Schedules of Rates 	Refer to 41 – 74 of Part T2 of Returnables

C2.1 Pricing Assumptions

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

These Pricing Assumptions are applicable to the Schedules of Rates in this document. Pricing Assumptions applicable to the Bills of Quantities in Works Project contract documents are provided in such documents.

1. The method of measurement prepared by the South African Bureau of Standards of the Standard Specifications for Civil Engineering Construction is applicable, subject to the variations and amendments in the respective "Measurement and Payment" clauses in the particular specifications contained in Part C3.4 Construction in the Scope of Work. |
2. Descriptions in the Schedules of Rates are abbreviated and comply generally with those in the Standardised Specifications. The measurement and payment clauses 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 Schedules of Rates, the requirements of the Standardised Specification or Scope of Work, as applicable, shall prevail.
3. The measurement and payment clauses in a specification in which further information regarding the scheduled items is given, are referenced under "Item" (pay items) in the Schedules of Rates. The referenced clauses 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 first two digits of the specifications. |
4. Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance is made for waste.
5. No quantities are set out in the Schedules of Rates and the Contractor will be required to undertake whatever quantities may be directed by the Employer's Agent from time to time in the relevant Works Project. The final Contract Price for each completed Works Project shall be computed from the actual quantities of work done, valued at the relevant rates (refer to Clause 10 in these Pricing Assumptions in this regard).
6. Rates inserted in the Schedules of Rates are deemed to be based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders. (Refer to www.stanza.org.za or www.iso.org for information on standards).
7. The rates (excluding VAT) inserted in the Schedules of Rates shall be the full inclusive rates for the work described under the several items. Such 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 rates shall be inserted as these will be used as a basis for assessment of payment for additional work that may have to be carried out.

Where the Scope of Work requires detailed drawings and designs or other information to be provided, all costs associated therewith shall be provided for and included in the rates tendered for such items.

8. A rate is to be entered against each item in the Schedules of Rates for the Areas selected by the Tenderer **An item against which no rate (or rates, in the case of rate categories if provided) is/are entered, or if anything other than a rate or a nil rate (for example, a zero, a dash or the word "included" or abbreviations thereof) is entered against an item, it will also be regarded as a nil rate having been entered against that item, i.e. that there is no charge for that item.** The Tenderer may be requested to clarify nil rates, or items regarded as having nil rates; and the Employer may also perform a risk analysis with regard to the reasonableness of such rates. |
9. The units of measurement described in the Schedules of Rates are metric units. Abbreviations which may be used in these Schedules of Rates are as follows:

|mm | = | Millimetre | |h | = | hour |

m	=	Metre	kg	=	kilogram
km	=	Kilometre	t	=	ton (1000 kg)
km-pass	=	kilometre-pass	No.	=	number
m2	=	square metre	sum	=	lump sum
m2.pass	=	square metre-pass	MN	=	meganewton
ha	=	Hectare	MN.m	=	meganewton-metre
m3	=	cubic metre	P C sum	=	Prime Cost sum
m3.km	=	cubic metre-kilometre	Prov sum	=	Provisional sum
l	=	Litre	%	=	per cent
kl	=	Kilolitre	kW	=	kilowatt
MPa	=	Megapascal	day	=	Working day
kPa	=	Kilopascal		=	

10. **Tenderers are only to price their Areas of Preference as they have indicated on the relevant returnable schedule, in accordance with clauses C.1.6.1 and C.2.10.5 in Part T1.2 Tender Data.**

11. Tenderers shall provide rates for the execution of items as specified in the Schedules of Rates. Unless otherwise described in the items in the Schedules of Rates, all rates (sums in particular) apply to individual Works Project contracts. Framework Contract pay items shall be initial one-off payments in the Framework Contract.

The rates provided in the Schedules of Rates shall be used in representative Works Projects for tender evaluation purposes in accordance with clause C.3.11.1 in Part T1.2 Tender Data, as well as in the allocation of individual Works Projects in accordance with Clause 2.6 in Part C1.2 Contract Data and the Procedures for the allocation of Works Projects referred to therein.

12. Tenderers shall provide rates (excluding VAT) for each required rate category (if provided) for each item specified in every schedule in the Schedules of Rates applicable to the Area(s) tendered for (refer to clause C.2.10.5 in Part T1.2 Tender Data). Prime Cost and Provisional Sums will be multiplied by a factor (quantity) to be provided by the Employer at Works Project stage only.

13. Tenderers are referred to clause C.1.6.1 in Part T1.2 Tender Data with regard to working within the boundaries of the four Areas identified within the City of Cape Town municipal area, as shown on the drawings and as tabled therein.

Rates submitted in the respective Schedules of Rates shall apply to Works Projects executed anywhere within that specific Area.

14. The Employer will only order those quantities of work items, which it actually requires for execution in a Works Project from time to time. The Employer reserves the right not to order any quantities at all depending on circumstances and subject to operational requirements.

15. The procedures for allocation of Works Projects are specified in Part C1.2 Contract Data (refer to Clause 2.6).

16. Clause C.2.13.11 c) in Part T1.2 Tender Data shall be applicable to the submission of Schedules of Rates which have been priced electronically, and which the Tenderer wishes to submit as a printed version with his tender in the place of handwritten priced Schedules of Rates.

If there is found to be any variance between the printed version and the original issued document, the original shall stand. However, where Addenda have been issued which amend the Schedules of Rates, then the printed Schedules of Rates shall take these into account.

The pages of the issued Schedules of Rates should not be removed from the tender document.

17. Tenderers are referred to Clause E8 Measurement and Payment in the Environmental Management (EM) Specification in Part C3.5 in the Scope of Work for the basic principles of measurement and pricing of the EM Specification.

18. The rates shall cover the cost of the preliminaries and general.

19. Tenderers are referred to Clause 6.8.2 in Part C1.2 Contract Data regarding contract price adjustment.

Part C3: Scope of Work

	Pages
C3.1 Description of the Works	210 – 211
C3.2 Engineering	212
C3.3 Procurement	213 – 214
C3.4 Construction	215 – 229
C3.5 Management	230 – 267
C3.6 Annexes	268 – 275

Status

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

Drawings
Scope of Work (Parts C3.1, C3.4, C3.5 and C3.6)
Particular Specifications
SANS 1200 Standardised Specifications

C3.1 Description of the Works

CONTENTS

- 3.1.1 EMPLOYER'S OBJECTIVES
- 3.1.2 OVERVIEW OF THE WORKS
- 3.1.3 EXTENT OF THE WORKS
- 3.1.4 LOCATION OF THE WORKS
- 3.1.5 TEMPORARY WORKS

3.1.1. EMPLOYER'S OBJECTIVES

Facilities Management intends to do repairs and maintenance of roadwork, pavements and parking areas to various facilities management buildings within the City of Cape Town as and when required.

3.1.2. OVERVIEW OF THE WORKS

The Works are for the provision of paving, asphalt road surfacing, earth filling, road marking, guardrails, etc. on existing municipal facilities as and when required by the City of Cape Town for the duration of the term tender contract, and are to be executed by the highest ranked available contractors in the framework contracts for the particular regions, who are allocated Works Projects on a "winner-takes-all" basis (as described in the Tender Data and Contract Data) with a winner and standby panels of contractors in each of area identified in the municipal area.

3.1.3. EXTENT OF THE WORKS

Work items under this term tender contract may include any one or more of the following:

General items

- Establishment on site by the Contractor
- The supply of labour, tools, equipment, materials and supervision to complete the work
- Setting out of the Works
- Maintenance of the works during and after construction.
- Cutting, removal, disposing or stacking of and reinstatement of various hardened surfaces
- Construction of stormwater drainage network with manholes
- Construction of asphalt base and surfacing
- Construction of kerbing and channeling
- Installation of ancillary roadworks
- Construction of segmented paving
 - Installation / adjustment of new guardrails
 - Removal and replacement of damaged guardrails
 - Ancillary works

The Works that are to be carried out will be specified in Works Project contract documents as and when required and as provided for in the Bills of Quantities therein. However, if during the course of construction conditions are found to differ from those anticipated, the Engineer may modify the scope of the work to suit the prevailing conditions and circumstances.

3.1.4. LOCATION OF THE WORKS

Each Contractor will be required to work in a maximum of two out of the four Areas identified, i.e. Area 1, Area 2, Area 3 and Area 4, within the boundaries of the City of Cape Town municipal area, as shown on the drawing/plan.

Where ambiguity exists as to the exact location of the boundary (i.e. the boundary is shown as being directly on the road), the boundary shall always be either to the north or east of the road in question.

3.1.5 CONSTRUCTION PROGRAMME

The construction program shall be in the form of a bar chart prepared in Microsoft Project or similar software to sufficient detail which is acceptable to the Project manager. The programme shall be drawn to a horizontal time scale, activity orientated showing interdependencies, and critical path, clearly related to the items or groups of items reflected in the Bills / Schedules of Quantities and indicating the quantity of work that shall be carried out each week. The Construction Programme shall be updated every week and presented at the monthly site meeting if required, depending on the duration of the works.

3.1.6. SITE ESTABLISHMENT

The Contractor shall make his own arrangements for the accommodation of all labour and comply with the requirements of the respective authorities. The Contractor shall, at his own cost provide such access to his camp as he may require. Control of access for construction plant onto the public roads shall be in accordance with the requirements of the relevant roads authority. Accommodation of traffic shall be in accordance with latest edition of the South African Road Traffic Signs Manual. Contractor's camp is to be fenced and will be located at an approved location as agreed between all parties. The Contractor shall be responsible for maintenance of the campsite and facilities. The Contractor shall comply with the requirement for maintenance of the campsite and facilities as specified in the Construction Environmental Management Programme and Health and Safety Specification.

3.1.7. COMPLIANCE WITH OCCUPATION HEALTH AND SAFETY ACT

The Contractor shall comply with the requirements of the New Construction Regulations (2014) and Occupational Health and Safety Act (No. 85 of 1993). The Contractor shall be required to submit a Health and Safety Plan in terms of Schedule 13 of the Returnable schedules and the health and safety specifications.

The Contractor shall be required to comply with additional requirements set out in Section C3.5 Management of this document.

3.3 8. HOUSE KEEPING

Progressive and systematic finishing and tidying will form an essential part of this contract. Under no circumstances shall spoil, rubble, materials, equipment or unfinished operations be allowed to accumulate unnecessarily and in the event of this occurring the Engineer shall have the right to withhold payment for as long as necessary in respect of the relevant works in the area(s) concerned.

No material for use in the works or rubble from clearing operations shall be left in the site areas or roads adjacent to the site.

All materials shall be stored in the Contractors yard until required on the works or shall be placed directly in the works on delivery. Spoil material shall be carted away directly from the works to approved spoil sites. All unused materials, rubble should be removed off site.

3.3.9. CONTINGENCY AMOUNT

The contingency amount to be spent only for unforeseen /unscheduled items that is not included in this contract. The Employer or employer's representative may direct and to be deducted in whole or in part if not required in the specific project. The detailed cost breakdown of the unscheduled item to be submitted to the Project Manager for approval prior preparation of the purchase order.

3.3.10. DELAY TO SUPPLY OF MATERIALS

The Contractor shall ensure that the work is not delayed, due to the lack of materials on the site of the works, by placing orders with suppliers for the materials required under this contract timeously.

The Contractor shall, by producing copies of written orders or written enquiries for supplies, prove to the satisfaction of the Engineer that any delay occasioned by non-availability of materials has been caused by the inability of suppliers to supply and not by his own lack of timely ordering or lack of exhaustive enquiry for supplies, before any extensions of the contract time will be allowed due to such delays

|

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C3.2 Engineering

CONTENTS

- 3.2.1 DESIGN SERVICES AND ACTIVITY MATRIX
- 3.2.2 EMPLOYER'S DESIGN
- 3.2.3 DESIGN BRIEF
- 3.2.4 DRAWINGS
- 3.2.5 DESIGN PROCEDURES

3.2.1 DESIGN SERVICES AND ACTIVITY MATRIX

Concept, feasibility and overall process....Employer
Basic engineering and detail layouts to tender stage.....Employer
Final design to approval for construction.....Employer
Temporary works.....Contractor
As built drawings.....Contractor

3.2.2 EMPLOYER'S DESIGN

Not applicable to this tender.

3.2.4 DRAWINGS

The Contractor shall be responsible for the preparation of "as built" drawings and shall ensure that accurate as-built records are kept of all infrastructure installed or relocated during the contract.

The following drawings are applicable to the contract and are issued with this tender document and will form part of the Contract Documents as **Volume 4**:

- **Drawing number** RD1.1; RD1.2; RD1.3 and RD1.4

The drawings, if any, issued with this tender document are attached in order to give an overview of the term tender project.

Construction drawings will, in terms of the Conditions of Contract, be issued to the Contractor by the Employer's Agent, as appropriate, prior to the date for commencement with Works execution, and from time to time as required.

The Works shall be constructed in accordance with the issued design drawings, if any.

3.2.5 DESIGN PROCEDURES

Not applicable to this tender.

C3.3 Procurement

CONTENTS

- 3.3.1 PREFERENTIAL PROCUREMENT
- 3.3.2 SUB-CONTRACTING PROCEDURES

3.3.1 PREFERENTIAL PROCUREMENT

The Works, and Works Projects, shall be executed in accordance with the conditions associated with the granting of preferences detailed in the **Preference Schedule** where preferences are granted in respect of B-BBEE contribution.

The declarations made in the **Preference Schedule** of the framework contract will be used in the evaluation of tender offers as described in clause C.3.11 in Part T1.2 Tender Data.

Financial penalties, as described in the **Preference Schedule**, shall be applied in the event that the Contractor is found to have breached and of the conditions contained in the **Preference Schedule** (unless proven to be beyond the control of the Contractor)

Notwithstanding the application of penalties, the Contractor's attention is drawn to other sanctions that may be applied by the Employer (listed in the **Preference Schedule**) with due consideration to the circumstances.

3.3.2. SUB-CONTRACTING PROCEDURES

3.3.2.1 Monitoring the use of sub-contractors

Notwithstanding the restriction on sub-contracting as described on the **Preference Schedule**, it is recognised that sub-contracting is an integral part of construction, which the conditions of contract make provision for.

In order, however, to comply with the requirements of the **Preference Schedule**, the Contractor shall submit to the Employer's Agent, on a monthly basis, a **B-BBEE Sub-Contract Expenditure Report**. The format of this report is provided in Annex 2 attached.

The Contractor shall submit to the Employer's Agent documentary evidence in accordance with the applicable codes of good practise of the B-BBEE status level of every sub-contractor employed by the Contractor. Until such time as documentary evidence as described above has been submitted to the Employer's Agent, a sub-contractor shall be deemed to be a non-compliant contributor.

The Contractor shall furthermore, on the written request of the Employer's Agent, provide documentary evidence showing the value of work sub-contracted to any or all of the sub-contractors employed by the Contractor.

3.3.2.2 Procedure for the selection of sub-contractors/suppliers

Where monetary allowances for provisional sums or prime cost items have been provided in the Bills of Quantities in the Works Project contract document, and where the work or items to which the allowances relate are to be executed/supplied by sub-contractors/suppliers, then the following selection process shall be followed in respect of the required sub-contractors/suppliers:

Where the monetary allowance is less than or equal to R300 000, the Contractor shall invite three quotations from suitably qualified sub-contractors/suppliers for the required work or items. The selection of the three sub-contractors/suppliers shall be in consultation with, and to the approval of the Employer's Agent. The evaluation of the quotations received must include a preference points system as described in C.3.11 of the Tender Data.

Where the monetary allowance is in excess of R300 000, an open competitive tender process shall be followed in respect of the selection of a sub-contractor/supplier for the required work or items. In such circumstances, tender documentation will be prepared by the Employer's Agent in consultation with and to the approval of the Contractor,

invitations to tender will be advertised in the media by the Employer's Agent on behalf of the Contractor, and a sub-contractor/supplier will be selected from the responses received, by the Contractor and Employer's Agent in consultation. The evaluation of the offers received must include a preference points system as described in C.3.11 of the Tender Data. The Contractor must satisfy him/herself that the selected sub-contractor/supplier can meet the requirements of the sub-contract /supply agreement and may, on reasonable grounds, elect not to employ a particular sub-contractor/supplier.

In both instances above (less than or equal to R300 000 or in excess of R300 000), the contractual relationship between the Contractor and sub-contractor/supplier shall be as described in Clause 4.4.3 of the General Conditions of Contract.

C3.4 Construction

CONTENTS

- 3.4.1 TRADE NAMES OR PROPRIETARY PRODUCTS
- 3.4.2 APPLICABLE STANDARDISED SPECIFICATIONS
- 3.4.3 PARTICULAR / PROJECT SPECIFIC SPECIFICATIONS
- 3.4.4 WAYLEAVES, PERMISSIONS AND PERMITS
- 3.4.5 LOCAL PRODUCTION AND CONTENT
- 3.4.6 EMPLOYMENT OF SECURITY PERSONNEL
- 3.4.7 UNIVERSAL ACCESS

3.4.1. TRADE NAMES OR PROPRIETARY PRODUCTS

Bid specifications may not make any reference to any particular trade mark, name, patent, design, type, specific origin or producer, unless there is no other sufficiently precise or intelligible way of describing the characteristics of the work, in which case such reference must be accompanied by the words "or equivalent".

TENDERERS MUST NOTE THAT WHEREVER THIS DOCUMENT REFERS TO ANY PARTICULAR TRADE MARK, NAME, PATENT, DESIGN, TYPE, SPECIFIC ORIGIN OR PRODUCER, SUCH REFERENCE SHALL BE DEEMED TO BE ACCOMPANIED BY THE WORDS 'OR EQUIVALENT'

3.4.2 APPLICABLE STANDARDISED SPECIFICATIONS

Although not bound in or issued with this document, the following standardised specifications shall form part of the Contract, and, notwithstanding the provisions of clause 2.2 SANS 1200A, the editions specified below will apply:

Section	Edition	Title
SANS 1200 A	1986	General
SANS 1200 C	1980	Site Clearance
SANS 1200 D	1988	Earthworks
SANS 1200 DB	1989	Earthworks (Pipe Trenches)
SANS 1200 DM	1981	Earthworks (Road, Subgrade)
SANS 1200 LB	1982	Bedding (Pipes)
SANS 1200 LE	1982	Stormwater Drainage
SANS 1200 ME	1981	Subbase
SANS 1200 MF	1981	Base
SANS 1200 MH	1996	Asphalt Base and Surfacing
SANS 1200 MJ	1984	Segmented Paving
SANS 1200 MK	1983	Kerbing and Channelling
SANS 1200 MM	1984	Ancillary Roadworks

All the above SANS specifications are obtainable from the offices of the South African Bureau of Standards. This Standard Specification may also be inspected, by appointment, at the offices of the Employer and the Consulting Engineers during normal office hours.

Where reference is made to the standard specifications in this contract, it shall mean the South African Bureau of Standards Standardized Specification for Civil Engineering Construction SANS 1200, complete with any corrections and amendments applicable at the time of tendering.

3.4.3 PARTICULAR / PROJECT SPECIFIC SPECIFICATIONS

3.4.3.1 VARIATIONS / ADDITIONS TO THE STANDARDISED SPECIFICATIONS

The Standard Specifications listed above allow a choice to be specified in the Scope of Work between alternative materials or methods of construction. Allowance is also made for additional requirements to be specified to suit each particular contract. Details of such alternatives of additions are contained in this part of the Scope of Works. In addition it contains some supplementary specifications required for this particular contract. Subclauses referred to are those in the relevant Standardised Specification.

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

PSA PRELIMINARY & GENERAL

PSA 7.1 OCCUPATIONAL HEALTH AND SAFETY ACT

The Contractor is to observe the provisions of the Occupation Health and Safety Act 85 of 1993. The Contractor may not commence construction without the Engineer's approval of the Health and Safety Plan. The Contractor shall comply with the requirements of his Health and Safety Plan, the Works Project specification and the Safety Specification in C3.5: Management. The Contractor shall give notice to the Provincial Director, in terms of Clause 3 of the Occupational Health and Safety Act Construction Regulations 2014, prior to commencement of the work on site.

PSA 8.3 SCHEDULED FIXED CHARGE AND VALUE-RELATED ITEMS

Delete item 8.3.1. The rates tendered for work items shall include 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, as defined in Clause 7 of C2.1 Pricing Instructions.

Add "Sum" as unit to item 8.3.2.2 as follows:

<i>Item</i>	<i>Unit</i>
PSA 8.3.2 Establishment of Facilities on Site	
PSA 8.3.2.2 Facilities for the Contractor	Sum

Delete sub-items (a) to (j).

Replace the contents of Sub-clause 8.3.2.3 with the following:

"The sum tendered for the item in PSA 8.3.2.2 shall cover the Contractor's costs for providing, establishing and commissioning on Site all facilities adequately equipped to allow the work to commence and proceed to completion as required in terms of the contract.

The sum tendered shall also include the cost of demolition on and the removal from the surface of the Site of all items established, and shall provide for the making good and restoring of the Site to the satisfaction of the Engineer."

Replace item 8.3.3 with the following:

Add the following new clause:

<i>Item</i>	<i>Unit</i>
PSA 8.3.3 Complying with Health and Safety requirements	Sum

The sum for shall include for all costs incurred by the Contractor in complying with the requirements of the Occupational Health and Safety Act 85 of 1993, the 2014 Construction Regulations, his Health and Safety Plan and the Works Project Health and Safety Specification.

Delete item 8.3.4. The rates tendered for work items shall include 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, as defined in Clause 7 of C2.1 Pricing Instructions.

Delete item 8.4.1. The rates tendered for work items shall include 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, as defined in Clause 7 of C2.1 Pricing Instructions.

Add "day" as unit to item 8.4.2.2 as follows:

Item	Unit
PSA 8.4.2 Operation and Maintenance of Facilities on Site, for the Duration of Construction, except where otherwise stated	
PSA 8.4.2.2 Facilities for the Contractor	day

Delete sub-items (a) to (j).

Replace the contents of Sub-clause 8.4.2.3 with the following:

"The rate tendered per calendar day for the item in PSA 8.3.2.2 shall cover the Contractor's daily cost for site rentals, repairs to and depreciation of buildings, furniture, tools and equipment, the storage and distribution of fuels and lubricants, water, electricity, communications, access and sanitation, and the wages of staff operating and maintaining all facilities in accordance with the contract."

Delete item 8.4.3. The rates tendered for work items shall include 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, as defined in Clause 7 of C2.1 Pricing Instructions.

Delete item 8.4.4. The rates tendered for work items shall include 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, as defined in Clause 7 of C2.1 Pricing Instructions.

Delete item 8.4.5. The rates tendered for work items shall include 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, as defined in Clause 7 of C2.1 Pricing Instructions.

PSA 8.7 DAYWORKS

Add the following payment item:

Item	Unit
"PSA 8.7.1 Labour Charges	hour (h)

The amount allowed under this item is for ad hoc work which is to be undertaken during the Contract. Such work is only to be undertaken on written instruction from the Project Manager."

Add the following payment item:

Item	Unit
"PSA 8.7.2 Call out rate per project	number (No)

The unit of measurement shall be the number of call outs authorised by the Employer's Agent for the Contractor to provide a quotation for a new project and confirm the quantities and scheduled items provided to the Contractor for the specific project by the Employer's Agent.

The rate tendered shall include all costs that the Contractor may incur to provide the quotation for the requested project."

PSA 8.8 TEMPORARY WORKS

Item	Unit
PSA 8.8.2 Accommodation of Traffic	Sum

Add the following paragraph to the payment clause of item 8.8.2:

The sum tendered shall include all plant, material and labour to implement the appropriate accommodation of traffic measures for all works during the contract period as specified in the latest edition of the South African Road Traffic Signs Manual

(SARTSM), Volume 2, Chapter 13, including all road traffic signs, but excluding flag persons which shall be measured and paid for separately under item PSA 8.7.1.”

Add the following new clause:

“PSA 8.9 CONTINGENCIES

<i>Item</i>	<i>Unit</i>
PSA 8.9.1 Allow the sum of 10% (ten percent) of the Sub-total of the bills in the Summary of the Bills of Quantities for Contigencies per Works Project to be spent as the Employer’s Agent may direct and to be deducted in whole or in part if not required	Sum

The Contingency Amount shall be determined by the Employer’s Agent upon the compilation of the Bills of Quantities with the Schedule of Rates tendered as basis, and shall be fixed as 10 % of the total sum of all the items in the Bills of Quantities.”

PSC SITE CLEARANCE

PSC 1 SCOPE

Add the following paragraph after the last paragraph:

“This specification shall also cover the removal of debris, the dismantling and removal of fences, the clearing of vegetation, as well as the removal of identified trees on the Site, the dismantling and removal of existing paving, kerbs and channels, and the removal of existing asphalt and concrete surfacing, etc. Site clearance shall only be required in areas where the surface is to be cleared before excavation.”

PSC 5.1.2.3 Protection of Existing Services

Add the following paragraph to Sub-clause 5.1.2.3:

“The Contractor shall exercise all the necessary care to prevent damage to known services during construction operations. Major excavating equipment and other plant shall not be operated in dangerously close proximity to these services. Where necessary, excavation in close proximity to these services shall be carefully carried out by means of suitable hand tools, excluding picks wherever their use could cause damage to the services. No additional payment will apply to such more difficult work.

Services left exposed shall be suitably protected from damage and/or theft.”

Replace the unit of payment item 8.2.1 with “square metre (m²)” as follows:

<i>Item</i>	<i>Unit</i>
PSC 8.2.1 Clear and grub	square metre (m ²)

Add the following new items and clauses:

<i>Item</i>	<i>Unit</i>
“PSC 8.2.11 Remove, transport and stack existing kerbs, channels and edgings for reinstatement	metre (m)

Separate items will be scheduled for each type. The removal of kerbs, channels and edgings shall be measured to the nearest metre.

Where existing kerbs, channels or edgings in the work area are to be removed by the Contractor these shall be removed carefully to minimise damage, cleaned of excess concrete and shall be transported and stacked for reinstatement.

The rate tendered and paid is for the recovery of existing kerbs, channels or edgings and shall include for disposal of surplus spoil and concrete bedding and shall cover all labour, plant and other incidental costs necessary to execute the work described. Kerbs, channels or edgings which in the opinion of the Project Manager are damaged by the Contractor during recovery or transportation, to the extent that they cannot be reused will not be measured for payment.”

<i>Item</i>	<i>Unit</i>
"PSC 8.2.12 Cut, demolish, remove and dispose of concrete surface slabs, paving, etc. and stack for reuse:	square metre (m ²)

Separate items will be scheduled for each type and size of hard surfacing. The removal of hard surfacing shall be measured to the nearest square metre (m²).

Where existing hardened surfaces in the work area are to be demolished and removed by the Contractor these shall be removed carefully to minimise damage. All concrete and asphalt must be saw cut prior to removal, to ensure a neat joint for reinstatement. Areas of hardened surfaces to be removed shall be measured in place prior to breaking out and removal and must be verified by the Project Manager before work commences.

The tendered rate shall include the disposal of surplus material where applicable and shall cover the cost of all plant, labour, materials and all other incidentals necessary to remove the hardened surface as neatly as possible. Any surfacing removed and stacked for reinstatement, which in the opinion of the Project Manager is damaged by the Contractor during recovery or transportation, to the extent that they cannot be reused will not be measured for payment."

<i>Item</i>	<i>Unit</i>
"PSC 8.2.13 Cut/hack off, remove and dispose existing asphalt surfacing material, average depth of excavation:	square metre (m ²)

Separate items will be scheduled for various ranges of asphalt thickness. The removal of the asphalt surfacing shall be measured to the nearest square metre (m²).

Where existing asphalt surfacing in the work area is to be demolished and removed by the Contractor, it shall be removed carefully to minimise damage to adjacent surfacing. All asphalt shall be saw cut prior to removal, to ensure a neat joint for reinstatement. Areas of asphalt surfacing to be removed shall be measured in place prior to breaking out and removal and must be verified by the Project Manager before work commences.

The tendered rate shall include the disposal of the asphalt surfacing to a licensed solid waste disposal site of the Contractor's choice and shall cover the cost of all plant, labour, materials and all other incidentals necessary to remove the asphalt surfacing as neatly as possible."

<i>Item</i>	<i>Unit</i>
"PSC 8.2.14 Remove existing palisade fences and stack for reinstatement	square metre (m ²)

The removal and stacking of existing palisade fences shall be measured to the nearest square metre.

Where existing 2.4 m high precast concrete palisade fences in the work area are to be removed by the Contractor these shall be removed carefully to minimise damage, and shall be stacked for use in reinstatement when work in the area is complete.

The rate tendered and paid is for the recovery of existing palisade fences and shall include for disposal of surplus spoil and concrete bedding and shall cover all labour, plant and other incidental costs necessary to execute the work described. Palisades which in the opinion of the Project Manager are damaged by the Contractor during recovery or transportation, to the extent that they cannot be reused will not be measured for payment."

<i>Item</i>	<i>Unit</i>
"PSC 8.2.15 Remove existing pre-cast concrete panel fences and stack for reinstatement	square metre (m ²)

The removal and stacking of existing pre-cast concrete panel fences shall be measured to the nearest square metre.

Where existing pre-cast concrete panel fences, of up to 2.0 m high, in the work area are to be removed by the Contractor these shall be removed carefully to minimise damage, and shall be stacked for use in reinstatement when work in the area is complete.

The rate tendered and paid is for the recovery of existing pre-cast concrete panel fences and shall include for disposal of surplus spoil and concrete bedding and shall cover all labour, plant and other incidental costs necessary to execute the work described. Pre-cast concrete panels which in the opinion of the Engineer are damaged by the

Contractor during recovery or transportation, to the extent that they cannot be reused will not be measured for payment.”

Item	Unit
“PSC 8.2.16 Apply approved weed killer, herbicide and ant insecticide to areas underlying hard surfaces after removal thereof	square metre (m ²)

The application of approved weed killer, herbicide and ant insecticide shall be measured to the nearest square metre.

The rate tendered and paid shall include full compensation for the obtaining the Project Manager’s approval for the products the Contractor intend to use, the procurement of such products and shall cover all labour, plant and other incidental costs necessary for the application of the weed killer, herbicide and ant insecticide to areas underlying the removed hard surfaces.”

Item	Unit
“PSC 8.2.17 Protection of Services by encasing service sleeves with Class 15/19 concrete	cubic metre (m ³)

The rate tendered per cubic metre of concrete shall include full compensation for all labour, plant, material and transport costs to encase the identified service sleeves in Class 15/19 cast in-situ concrete.”

PSD EARTHWORKS

PSD 5.2.4.2 Topsoiling

Replace the last sentence of Sub-clause 5.2.4.2 with the following:

“The final thickness of topsoil after compaction shall be at least 150 mm.”

Replace the description of Sub-clause 8.3.2 with the following:

Item	Unit
PSD 8.3.2 Bulk Excavation	
(a) Excavate in all materials and place in fill within site boundary, and compact to 93% of Mod AASHTO dry density (100% of Mod AASHTO dry density for sand)	cubic metre (m ³)
(b) Extra- over for excavation and removing material to site selected by Contractor:	
(1) Intermediate excavation	cubic metre (m ³)
(2) Hard rock excavation	cubic metre (m ³)
(3) Boulder excavation, Class A	cubic metre (m ³)
(4) Boulder excavation, Class B	cubic metre (m ³)
(c) Shaping of ground over site to approved slopes and grades including digging, raking and levelling	square metre (m ²)

Add the following paragraphs to the payment clause of Sub-clause PSD 8.3.2:

“The unit of measurement for trimming shall be the square metre of area shaped and trimmed on the instruction of the Project Manager.

The tendered rates shall include full compensation for shaping and trimming the areas to the specified finishing requirements, including the moving of a small quantity of material which would be inherent in this process and the removal of surplus material and stones.”

PSDM EARTHWORKS (ROADS, SUBGRADE)

PSDM 8.3 SCHEDULED ITEMS

Replace the description of Sub-clause 8.3.7 with the following:

<i>Item</i>	<i>Unit</i>
PSDM 8.3.7 Excavate and remove unsuitable material off-site, to a site selected by the Contractor	
(a) Soft excavation	cubic metre (m ³)
(b) Intermediate excavation	cubic metre (m ³)
(c) Hard rock excavation	cubic metre (m ³)

Replace “to a site as directed” in the payment clause of Sub-clause PSD 8.3.7 with “to a site selected by the Contractor”.

Add the following paragraph to the payment clause of Sub-clause PSD 8.3.7:

“The tendered rate shall include all haul of the material as free-haul.”

Add the following new clauses:

<i>Item</i>	<i>Unit</i>
PSDM 8.3.17 Fill layers constructed with material imported from commercial sources selected by the Contractor	
(a) Type G9 natural gravel material compacted to 93 % of Mod. AASHTO max. density in compacted layer thickness of (specify the compacted layer thickness) mm	cubic metre (m ³)
(b) Natural sand material compacted to 100 % of Mod. AASHTO max. density in compacted layer thickness of (specify the compacted layer thickness) mm	cubic metre (m ³)

The volume measured shall be the specified compacted dimensions of the layer.

The tendered rate shall include full compensation for procuring the material from commercial sources selected by the Contractor, obtaining the Project Manager’s approval for the use of the material, including, loading, transporting, offloading, spreading and compacting the material to the specified thickness and density, including all incidentals, labour, plant and materials. All haul of the material shall be deemed free-haul.

<i>Item</i>	<i>Unit</i>
PSDM 8.3.18 Selected layer constructed with material imported from commercial sources selected by the Contractor	
(c) Type G7 natural gravel material compacted to 95 % of Mod. AASHTO max. density in compacted layer thickness of (specify the compacted layer thickness) mm	cubic metre (m ³)

The volume measured shall be the specified compacted dimensions of the layer.

The tendered rate shall include full compensation for procuring the material from commercial sources selected by the Contractor, obtaining the Project Manager’s approval for the use of the material, including, loading, transporting, offloading, spreading and compacting the material to the specified thickness and density, including all incidentals, labour, plant and materials. All haul of the material shall be deemed free-haul.

PSDB EARTHWORKS (PIPE TRENCHES)

PSDB 8.3 SCHEDULED ITEMS

Add the following sub-item and paragraph to Sub-clause 8.3.7:

Item	Unit
“PSDB 8.3.7 Keep excavations free of water	Sum

The number of lane closures shall only be measured once per lane per pipe crossing, irrespective of the number of days required to construct the excavations and installations.

The rate shall include all plant, material and labour to implement the appropriate accommodation of traffic measures as specified in the latest edition of the South African Road Traffic Signs Manual (SARTSM), Volume 2, Chapter 13, including all flag persons and road traffic signs.”

PSLE STORMWATER DRAINAGE

PSLE 3 MATERIALS

Add the following new sub-clause:

“PSLE 3.6 PIPES FOR GROUNDWATER SUBSOIL DRAINS

Pipes for groundwater subsoil drains shall have the specified internal diameter, which shall not be less than 100 mm, and shall be slotted uPVC or HDPE pipes with a wall thickness in accordance with Class 4 pressure pipes to SABS 966 or SABS ISO 4427.

The size of the perforations in perforated pipes shall in all cases be 8 mm + 1,5 mm diameter and the number of perforations per metre shall not be less than 26 for 100 mm pipe and 52 for 150 mm pipe. Perforations shall be spaced in two rows for 100 mm pipes and four rows for 150 mm pipes.

Slotted uPVC or HDPE pipes shall have a slot width of 8 mm with a tolerance of 1,5 mm in width. The arrangement of slots shall be to the Engineer’s approval but the total slot area shall not be less than specified for the perforations.”

Add the following new sub-clause:

“PSLE 3.7 PERMEABLE MATERIAL FOR GROUNDWATER SUBSOIL DRAINS

Permeable filter materials for groundwater drains shall consist of crushed stone of suitable grading. Permeable materials shall conform to the following requirements:

- (i) Crushed stone shall be clean, hard single sized stone and shall be free from shale, clay and other deleterious substances.
- (ii) The aggregate crushing value of the stone shall not exceed 30 when tested in accordance with TMH 1 Test Method B1.”

PSLE 5 CONSTRUCTION

PSLE 5.1 TRENCH BOTTOM

PSLE 5.1.4 Width of Excavation

Add the following new sub-clause:

- “c) Groundwater subsoil drains

The width of the excavation shall be the pipe diameter plus 200 mm either side.”

PSLE 5.2 BEDDING AND LAYING

Add the following new sub-clause:

“PSLE 5.2.6 Construction of Groundwater Subsoil Drains

On completion of excavation the trench shall be lined with geotextile as specified or shown of the drawings.

A layer of permeable material of the class and thickness as shown on the drawings shall be placed on the bottom of the trench and lightly tamped and finished to the required gradient.

Pipes of the type and size required shall then be firmly bedded on the permeable material true to level and grades coupled where required and the trench backfilled in layers not exceeding 100mm with further permeable material to such height above the pipes as shown on the drawing or directed by the Engineer. The permeable material shall be lightly compacted and finished to the required level. The trench shall be specially protected against the ingress of water before completing the impermeable layer.

When placing successive layers the lower layer shall not be walked on or disturbed more than can be avoided. Care shall be taken to prevent the contamination of permeable material during construction of the groundwater drains and all permeable material contaminated by soil or silt shall be removed and replaced by the Contractor at his own expense.

Where plain butt joint pipes are used they shall be laid firmly together to prevent infiltration of backfill material. Perforated and slotted pipes shall be joined by couplers. Perforated pipes shall be laid with the perforations at the bottom, as instructed.

The higher end of groundwater pipe drains shall be sealed off with a cap or loose concrete cap of Class 20/19 concrete, as shown on the drawings, and at the lower end the pipe drain shall be built into a concrete headwall providing a positive outlet or connected to stormwater pipes or culverts."

Add the following new sub-clause:

“PSLE 5.8 BACKFILLING OF GROUNDWATER SUBSOIL DRAINS

Backfilling of groundwater subsoil drains shall comply with the applicable requirements of SANS 1200 DB.”

PSLE 8 MEASUREMENT AND PAYMENT

Add the following new sub-clause:

“PSLE 8.3 SCHEDULED GROUNDWATER SUBSOIL DRAINAGE ITEMS

<i>Item</i>	<i>Unit</i>
PSLE 8.3.1 Natural permeable material in groundwater subsoil drainage systems <i>(Specify the type and grade of material)</i>	cubic metre (m ³)

The unit of measurement shall be the cubic metre of crushed stone in place in the drains, calculated in accordance with the authorized dimensions. The volume occupied by the pipes shall be deducted when calculating the volume of the permeable material.

The tendered rate shall include full compensation for procuring, furnishing and transporting approved crushed stone from commercial suppliers, including the cost of transporting the material to the site, and placing the materials as specified. For payment purposes a distinction shall be made between the different grades of crushed stone.

<i>Item</i>	<i>Unit</i>
PSLE 8.3.2 Pipes in groundwater subsoil drainage systems <i>(Specify the size and type of pipe)</i>	metre (m)

The unit of measurement for pipes shall be the metre of pipe, measured in place along its centre line, including the length of fittings.

The rate tendered shall include full compensation for all labour, plant, material and incidentals and the procurement, loading, all haulage, off-loading and placement of the pipes in accordance with the specifications and manufacturer's requirements.

<i>Item</i>	<i>Unit</i>
PSLE 8.3.3 Synthetic-fibre filter fabric <i>(Specify the type and grade of material)</i>	square metre (m ²)

The rate tendered for the square metre of material measured in accordance with the specified compacted dimensions, shall include full compensation for all labour, plant, material and incidentals and furnishing, procuring, loading, all haulage, off-loading, cutting, overlapping, placing and protecting the material in accordance with the specifications and drawings, as well as any wastage.

<i>Item</i>	<i>Unit</i>
PSLE 8.3.4 Concrete outlet structures, manhole boxes, junction boxes and cleaning eyes for subsoil drainage systems <i>(Specify the structure type)</i>	number (No)

The unit of measurement shall be the number of outlet structures, manhole boxes, junction boxes and cleaning eyes for subsoil drainage systems constructed in accordance with the details on the drawings and the Employer Agent's instructions.

The tendered rates shall include full compensation for all excavation, backfilling, compacting to 90 % of modified AASHTO density, disposing of surplus excavated material, keeping the excavations safe, dealing with any surface or subsurface water, procuring and furnishing all materials, providing, erecting and removing formwork, mixing, transporting, placing and curing the concrete, and all labour and constructional plant required for constructing the concrete outlet structures, manhole boxes, junction boxes and cleaning eyes, complete as specified.

<i>Item</i>	<i>Unit</i>
PSLE 8.3.5 Concrete caps for subsoil drain pipes	number (No)

The unit of measurement shall be the number of caps supplied, and the tendered rate shall include full compensation for supplying and installing the caps.

<i>Item</i>	<i>Unit</i>
PSLE 8.3.6 Test flushing of pipe subsoil drains	number (No)

The unit of measurement shall be the number of tests satisfactorily completed on unblocked sections of drain. No payment will be made for tests which have to be repeated due to blocked pipes or faulty workmanship.

The tendered rate shall include full compensation for the provision of a water tanker, water, equipment and labour necessary to carry out the tests, complete as specified.

<i>Item</i>	<i>Unit</i>
PSLE 8.3.7 Removing existing subsoil drains in the following depths <i>(Specify the depth of the pipe in 1,0 m ranges)</i>	metre (m)

The unit of measurement for pipes shall be the metre of existing subsoil drain removed, measured in place along its centre line, including the length of fittings.

The rate tendered shall include full compensation for all labour, plant, material and incidentals and the loading, all haulage, off-loading and disposal of the pipes at an authorised waste disposal site.

<i>Item</i>	<i>Unit</i>
PSLE 8.3.8 Subsoil outlet marker	number (No)

The unit of measurement shall be the number of subsoil markers supplied, and the tendered rate shall include full compensation for supplying and installing the markers in accordance with the Employer's requirements.

<i>Item</i>	<i>Unit</i>
PSLE 8.3.9 Selected backfill material under concrete-lined side drains compacted to 93% of modified AASHTO density	cubic metre (m ³)

The unit of measurement shall be a cubic metre of compacted material and the quantity shall be calculated from the authorised dimensions given on the drawings.

The tendered rate shall include full compensation for procuring, as if from soft excavation or borrowpits, breaking down, placing and compacting the material in 150 mm layers, transporting for an unlimited free haul distance of 1,0 km, and for shaping the top surface in accordance with the drawings. The unit of measurement shall be the

cubic metre of crushed stone in place in the drains, calculated in accordance with the authorized dimensions. The volume occupied by the pipes shall be deducted when calculating the volume of the permeable material.”

PSME SUBBASE

PSME 8 MEASUREMENT AND PAYMENT

Add the following new sub-clause:

“PSME 8.4 SCHEDULED ITEMS FOR QUALITY CONTROL

<i>Item</i>	<i>Unit</i>
PSME 8.4.1 Quality control materials testing of layer works <i>(Specify the test type)</i>	number (No)

The unit of measurement shall be the number of materials test authorised by the Employer’s Agent.

The tendered rate shall include full compensation for all plant, labour, materials and transport required for the sampling and testing of the materials by a SANAS accredited commercial civil engineering materials laboratory.”

PSMF BASE

PSMF 8 MEASUREMENT AND PAYMENT

Add the following new sub-clause:

“PSMF 8.4 SCHEDULED ITEMS FOR QUALITY CONTROL

<i>Item</i>	<i>Unit</i>
PSMF 8.4.1 Quality control materials testing of layer works <i>(Specify the test type)</i>	number (No)

The unit of measurement shall be the number of materials test authorised by the Employer’s Agent.

The tendered rate shall include full compensation for all plant, labour, materials and transport required for the sampling and testing of the materials by a SANAS accredited commercial civil engineering materials laboratory.”

PSMH ASPHALT BASE AND SURFACING

PSMH 8 MEASUREMENT AND PAYMENT

Add the following new item:

<i>Item</i>	<i>Unit</i>
“PSMH 8.5.9 Application of bituminous sealant for cracks and joints in bituminous surfacing <i>(Specify the type and grade of bituminous sealant)</i>	metre (m)

The unit of measurement shall be the sealed metre of cracks and joints authorised by the Employer’s Agent.

The tendered rates shall include full compensation for providing, mixing, heating (where required) and applying all the materials as specified, and for all equipment, labour, supervision and incidentals for completing the work. No additional payment will be made for multiple applications of material, and payment will not distinguish between the various types, widths or lengths of cracks and joints.”

Add the following new sub-clause:

“PSMH 8.6 SCHEDULED ITEMS FOR QUALITY CONTROL OF BITUMEN AND ASPHALT

<i>Item</i>	<i>Unit</i>
Contract	225
Part C3: Scope of Work	C3.4
Reference No. 372Q/2021/22	Construction

PSMH 8.6.1 Sampling number (No)
(Specify the test type)

The unit of measurement shall be the number of materials test authorised by the Employer’s Agent.

The tendered rate shall include full compensation for all plant, labour, materials and transport required for the sampling of the materials by a SANAS accredited commercial civil engineering materials laboratory in accordance with the specified test method.

Item *Unit*

PSMH 8.6.2 Aggregate Tests number (No)
(Specify the test type)

The unit of measurement shall be the number of materials test authorised by the Employer’s Agent.

The tendered rate shall include full compensation for all plant, labour, materials and transport required for the testing of the materials by a SANAS accredited commercial civil engineering materials laboratory in accordance with the specified test method.

Item *Unit*

PSMH 8.6.3 Bitumen Tests number (No)
(Specify the test type)

The unit of measurement shall be the number of materials test authorised by the Employer’s Agent.

The tendered rate shall include full compensation for all plant, labour, materials and transport required for the testing of the materials by a SANAS accredited commercial civil engineering materials laboratory in accordance with the specified test method.

Item *Unit*

PSMH 8.6.3 Asphalt Mix Tests number (No)
(Specify the test type)

The unit of measurement shall be the number of materials test authorised by the Employer’s Agent.

The tendered rate shall include full compensation for all plant, labour, materials and transport required for the testing of the materials by a SANAS accredited commercial civil engineering materials laboratory in accordance with the specified test method.”

PSMJ SEGMENTED PAVING

PSMJ 8 MEASUREMENT AND PAYMENT

Add the following new item:

Item *Unit*

“PSMJ 8.2.6 Construction of Paving Complete, using Reclaimed Paving Blocks square metre (m²)

The unit of measurement shall be the square metre of specified dimensions.

The tendered rate shall include full compensation for loading the reclaimed paving blocks at the temporary stack, transporting it over a free-haul distance of 5,0 km, off-loading the blocks and laying the blocks on the specified thickness of bedding sand. The tendered rate shall include all plant, labour , materials and other incidentals to complete the works, including bedding sand from commercial sources.”

Add the following new item:

Item *Unit*

Contract **C3.4**
Part C3: Scope of Work **Construction**
Reference No. 372Q/2021/22 **226**

“PSMJ 8.2.6 Waterproofing Membrane square metre (m²)
(Specify the type and grade of membrane)

The unit of measurement shall be the square metre of specified dimensions.

The tendered rate shall include full compensation for procuring, supplying, cutting, overlapping, jointing, placing and protecting the sheeting as specified, as well as for wastage.”

PSMM ANCILLARY ROADWORKS

PSMM 3 MATERIALS

PSMM 3.3 ROAD-MARKING MATERIALS

PSMM 3.3.3 Road Studs

Add the following paragraphs to this clause:

“All square roadstuds shall have a footprint of 100mm x 100mm and a height of at least 20mm. Round roadstuds shall be 100mm in diameter and not less than 20mm in height.”

In terms of SANS 1442, the following are definitions of the various categories of roadstuds:

Category A roadstuds	Corner cube retro-reflectors
Category B roadstuds	Biconflex retro-reflectors
Category C roadstuds	Omnidirectional retro-reflectors”

PSMM 8 MEASUREMENT AND PAYMENT

PSMM 8.4 SCHEDULED ITEMS FOR ROAD MARKINGS

Replace the units of all items measured in length with “metre (m)”.

Add the following new item:

Item	Unit
“PSMM 8.4.5 Removal of existing, temporary or permanent road markings	
(a) Sandblasting	square metre (m ²)
(b) Overpainting with black paint as temporary measure	square metre (m ²)
(c) Removal of existing road studs	number (No)

The unit of measurement of sub-items (a) and (b) shall be the square metre of existing roadmarkings treated with the specified method upon the instruction of the Employer’s Agent.

The tendered rates for sub-items (a) and (b) shall include full compensation for all plant, labour, materials and transport required to remove the temporary and permanent roadmarkings by means of the specified method.

The unit of measurement of sub-item (c) shall be the number of road studs removed upon the instruction of the Employer’s Agent.

The tendered rate for sub-item (c) shall include full compensation for all plant, labour, materials and transport required to remove the existing road studs and dispose of it at an authorised waste disposal site or recycling facility.”

PSMM 8.5 GUIDE BLOCKS

Add the following new items:

Item	Unit
“PSMM 8.5.2 1400 mm High Concrete Bollards	number (No)

(Specify the concrete class and diameter and steel reinforcement)

The unit of measurement shall be the number of bollards installed upon the instruction of the Employer's Agent.

The tendered rate shall include all plant, labour, materials and transport to manufacture the pre-cast concrete bollards and install it in accordance with the specifications.

<i>Item</i>	<i>Unit</i>
PSMM 8.5.3 1400 mm High Steel Bollards <i>(Specify the steel cross-section and finishing of the steel bollards and concrete class and dimensions of the footing)</i>	number (No)

The unit of measurement shall be the number of bollards installed upon the instruction of the Employer's Agent.

The tendered rate shall include all plant, labour, materials and transport to manufacture the steel bollards and install it in accordance with the specifications."

Add the following new clause:

"PSMM 8.6 SCHEDULED ITEMS FOR SPEED HUMPS AND RAISED PEDESTRAIN CROSSINGS

<i>Item</i>	<i>Unit</i>
"PSMM 8.6.1 Removal of existing speed hump and/or raised pedestrian crossing at the location indicated by the Employer's Agent	cubic metre (m ³)

The unit of measurement shall be the cubic metre of speed hump(s) and raised pedestrian crossing(s) removed upon the instruction of the Employer's Agent. The quantity shall be computed in accordance with the authorised dimensions (i.e. cross-sectional area and length) of removed material.

The tendered rate shall include full compensation for providing plant, labour and all other incidentals necessary for the removal of the speedhump(s) / raised pedestrian crossing(s), including loading, transporting and off-loading the removed material to an authorised waste disposal site for an unlimited free-haul distance.

<i>Item</i>	<i>Unit</i>
"PSMM 8.6.2 Provision of new speed hump in accordance with Drawing No. RD10 at the location indicated by the Employer's Agent	cubic metre (m ³)

The unit of measurement shall be the cubic metre of speed hump constructed upon the instruction of the Employer's Agent. The quantity shall be computed in accordance with the authorised dimensions (i.e. cross-sectional area and length) of placed material.

The tendered rate shall include full compensation for procuring, furnishing, mixing and placing the material, and all other work necessary for completing the speed humps and raised pedestrian crossings as specified.

<i>Item</i>	<i>Unit</i>
"PSMM 8.6.3 Provision of new raised pedestrian crossing in accordance with Drawing No. RD11 (crossing only, excluding wheelchair ramps) at the location indicated by the Employer's Agent	cubic metre (m ³)

The unit of measurement shall be the cubic metre of raised pedestrian crossing constructed upon the instruction of the Employer's Agent. The quantity shall be computed in accordance with the authorised dimensions (i.e. cross-sectional area and length) of placed material.

The tendered rate shall include full compensation for procuring, furnishing, mixing and placing the material, and all other work necessary for completing the speed humps and raised pedestrian crossings as specified.

<i>Item</i>	<i>Unit</i>
"PSMM 8.6.4 Provision of new raised pedestrian crossing in accordance with Drawing No. RD11 (crossing only,	square metre (m ²)

**excluding wheelchair ramps) at the location indicated
by the Employer's Agent**

The unit of measurement shall be the square metre of wheelchair ramp(s) constructed upon the instruction of the Employer's Agent. The quantity shall be computed in accordance with the authorised dimensions (i.e. plan area) of constructed ramp.

The tendered rate shall include full compensation for constructing the wheelchair ramp as specified.”

NOTES TO TENDERERS

It is a requirement of this tender document, that all tenderers shall complete the schedule of rates in full, and shall submit the completed schedule of rates at the tender submission stage.

The contractor shall be responsible for carrying out all necessary process control tests on the density and moisture content of the compacted sub-grade, base course, etc. to ensure that the required compaction is being attained.

The nature of work is repairs and maintenance, the tenderer shall include in his rate price for the removal of existing equipment where necessary. The Contractor shall be responsible for the removal from the site of all materials resulting from the alterations.

The tenderer is expected to work after hours and weekends.

All materials and workmanship are to comply with the relevant SANS specifications/codes, latest Model preambles and Concrete Manufactures Associations Specification and Installations.

3.4.4 WAYLEAVES, PERMISSIONS AND PERMITS

The Contractor shall be responsible for obtaining all of the necessary wayleaves, permissions or permits applicable to working near any existing services or other infrastructure on Site, and shall ensure that any wayleaves, permissions or permits obtained by the Employer's Agent prior to the award of the contract are transferred into the Contractor's name.

The Contractor shall abide by any conditions imposed by such wayleaves, permissions or permits.

The Contractor shall ensure that all wayleaves, permissions and permits are kept on site and are available for inspection by the relevant service authorities on demand.

The Contractor shall also ensure that any wayleaves in respect of electricity services are renewed timeously every three months.

3.4.5 LOCAL PRODUCTION AND CONTENT

The Contractor will be required to comply with all requirements as stated in this document.

3.4.6 EMPLOYMENT OF SECURITY PERSONNEL

All security staff employed by the contractor on behalf of the CCT or at any CCT property must be registered with Private Security Industry Regulatory Authority (PSiRA). Proof of such registration must be made available to the employer's agent upon request.

3.4.7 UNIVERSAL ACCESS

In pursuit of becoming a fully accessible city, the City of Cape Town expects all Consultants and Service Providers to design and construct to SANS Standards for accessible Design, and any relevant City of Cape Town documents as may be relevant, and to exhibit a commitment to employing Universal Design Principles in their design, construction, service and product delivery of construction projects. This applies to all projects whether new, temporary, upgrades or rehabilitation works.

The contractor will engage with project representatives and the CCT's Universal Accessibility Department on how Universal Design Principles will enhance accessibility, within this project, that meets a variety of needs and creates a city that is accessible to everyone.

C3.5 Management

CONTENTS

- 3.5.1. FORMS FOR CONTRACT ADMINISTRATION
- 3.5.2 PARTICIPATION OF TARGETED LABOUR
- 3.5.3. COMMUNITY LIAISON OFFICER
- 3.5.4. PARTICIPATION OF TARGETED ENTERPRISES
- 3.5.5. ENVIRONMENTAL MANAGEMENT PROGRAMME
- 3.5.6. HEALTH AND SAFETY

3.5.1 FORMS FOR CONTRACT ADMINISTRATION

The Contractor shall complete, sign and submit with each monthly statement for payment in respect of each Works Project contract, the following updated returns (the format of which are attached in C3.6 Annexes):

- a) Monthly Project Labour Report (Annex 1)
- b) B-BBEE Sub-Contract Expenditure Report (Annex 2)
- c) Joint Venture Expenditure Report (Annex 3)
- d) Targeted Labour Contract Participation Expenditure Report (Annex 4)
- e) Targeted Enterprises Contract Participation Expenditure Report (Annex 5)

The Monthly Project Labour Report must include details of all labour (including that of sub-contractors) that are South African citizens earning less than R450.00 per day, as adjusted from time to time (excluding any benefits), who are employed on a temporary or contract basis on this contract in the month in question.

In addition to the Monthly Project Labour Report the Contractor shall simultaneously furnish the Employer's Agent with copies of the signed employment contracts entered into with such labour, together with certified copies of identification documents, proof of attendance in the form of attendance register or timesheets, as well as evidence of payments to such labour in the form of copies of payslips or payroll runs. If the worker is paid in cash or by cheque, this information must be recorded on the envelope and the worker must acknowledge receipt of payment by signing for it and proof of such acknowledgement shall be furnished to the Employer's Agent.

The Monthly Project Labour Reports shall be completed and submitted in accordance with the instructions therein and copies of all submitted documents must be kept on site be made available to the employer's agent upon request.

The **B-BBEE Sub-Contract Expenditure Report** is required for monitoring the prime contractor's compliance with the sub-contracting conditions of the **Preference Schedule**.

The Joint Venture Expenditure Report is required for monitoring the joint venture's compliance with the percentage contributions of the JV partners as tendered, where the joint venture has been awarded preference points in respect of its consolidated B-BBEE scorecard.

The Targeted Labour Contract Participation Expenditure Report is required for monitoring the contractor's compliance for achieving the specified minimum targeted labour contract participation goal (CPGL) and, if applicable, for calculating any penalty in terms thereof.

The Targeted Enterprises Contract Participation Expenditure Report (if applicable) is required for monitoring the contractor's compliance for achieving the specified minimum targeted enterprises contract participation goal (CPGE) and, if applicable, for calculating any penalty in terms thereof.

The Expenditure Reports shall be verified by the Employer's Agent/Employer's Agent's Representative.

In respect of Annexes 2 and 3, the Employer shall, in addition to any other sanctions available to it, apply the financial penalties applicable to breach of preferencing conditions in the **Preference Schedule** in Part T2.2 Returnable Schedules. In the case of joint ventures (Annex 3), the contractor shall prove his compliance with item 6) in Section 2 of the **Preference Schedule** by providing a consolidated scorecard at his own cost on instruction from the Employer's Agent.

3.5.2 PARTICIPATION OF TARGETED LABOUR

3.5.2.1 Minimum targeted labour contract participation goal

In support of the National Department of Public Works' Expanded Public Works Programme which is aimed at alleviating poverty through the creation of temporary employment opportunities using labour intensive methodologies and practices where possible, the Employer is seeking to increase the intensity of labour, as appropriate, in all of its infrastructure sector projects.

It is a requirement of this term tender contract, therefore, that the work be executed in such a manner so as to maximise the use of labour intensive construction methods in order to provide low and semi-skilled temporary employment opportunities.

To this end, a minimum targeted labour contract participation goal is specified below, which shall be achieved by the Contractor in the performance of each Works Project contract, failing which, penalties as described will be applied. The Contractor is required to provide all skills training where necessary, so as to ensure that a minimum level of competence is achieved and maintained, such that the various activities are carried out safely and to the required standard. The cost of training shall be included in the rates for the various work activities.

The specified minimum targeted labour contract participation goal (CPG_L) is

5 %

The minimum CPG_L is such that the Contractor will have to carry out some of the work that would normally have been undertaken using mechanised construction methods, by using labour intensive construction methods instead. It is left to the discretion of the Contractor to identify suitable work activities for the intensification of labour. The Contractor shall, within 5 working days of being requested in writing by the Employer's Agent to do so, submit details of his/her plan to achieve the minimum CPG_L in the Works Project. If, due to the selection of items and quantities in any individual Works Project, it is not possible for the Contractor to achieve the specified minimum CPG_L on that particular Works Project, then the Employer's Agent, at his/her sole discretion, may reduce such minimum CPG_L upon motivation by the Contractor.

3.5.2.2 Definitions

For the purposes of the requirements in respect of the participation of targeted labour, the following definitions shall apply:

“**Target area**” means the geographical area described in the Works Project contract document.

“**Targeted labour contract participation goal (CPG_L)**” means the sum of the wages (excluding any benefits), for which the Contractor, or any of his/her sub-contractors contracts targeted labour in the performance of the contract, expressed as a percentage of the value of the contract.

“**Targeted labour**” means low and semi-skilled individuals, whose wages (excluding any benefits) do not exceed the threshold value, who reside in the target area, that are employed by the Contractor, or any of his/her sub-contractors, in the performance of the contract.

“**Threshold value**” is R450.00 per day as adjusted from time to time (excluding any benefits). The threshold value is not to be confused with any industry sector minimum wage determined in accordance with the Basic Conditions of Employment Act, 75 of 1977.

“**Value of the contract**” means the **Works Project** contract sum (accepted contract amount) less provisional sums, contingencies and VAT.

3.5.2.3 The selection and recruitment of targeted labour

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

Any difficulty experienced by the Contractor in identifying candidates through the Job-Seekers Database, or as regards any matter relating to the employment of targeted labour, shall be immediately referred to the Employer's Agent.

3.5.2.4 Contract participation goal credits

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

3.5.2.5 Training of targeted labour

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

3.5.2.6 Penalties

The financial penalty to be applied for failing to meet the specified minimum targeted labour contract participation goal in the performance of the contract (unless proven to be beyond the control of the Contractor), is as follows:

$$\text{Penalty} = (\text{CPG}_L^S - \text{CPG}_L^A) \times P^*$$

Where CPG_L^S = the specified minimum targeted labour contract participation goal (expressed as a percentage).

CPG_L^A = the targeted labour contract participation goal achieved (expressed as a percentage).

P^* = the value of the contract.

3.5.3 COMMUNITY LIAISON OFFICER

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

The identification of suitable candidates (maximum 5; minimum 3) for the CLO position shall be resolved by the relevant Sub-council Manager through a process of advertising and shortlisting. Should suitable candidates not be identified through this process, the Contractor shall be allowed to seek candidates from the relevant Sub-Council Job-Seekers Database. The final selection and appointment of the CLO in terms of the contract shall be the responsibility of the Contractor.

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

If it is required, therefore, that the Contractor enter into a contract of temporary employment with the selected CLO, the contracting parties will be the Contractor and the CLO. To this end, a specimen Form of Contract of Temporary Employment as Community Liaison Officer is included in this document (Part C1.9 Community Liaison Officer). This Form of Contract sets out, inter alia, the agreement between the parties, the duties and conditions of employment of the CLO. The rate of remuneration for the CLO, payable by the Contractor, is currently **R 420.00** per day. As said contract will be between the Contractor and the CLO, all costs involved shall be borne by the Contractor and items will be provided in the Bills of Quantities in the Works Project contract document therefor.

3.5.4. PARTICIPATION OF TARGETED ENTERPRISES

3.5.4.1 Minimum targeted enterprises contract participation goal

It is a requirement of this contract that enterprises located within the target area, as defined, be engaged by the Contractor for the provision of supplies, services or works necessary for the performance of this contract.

To this end, a minimum targeted enterprises contract participation goal is specified below, which shall be achieved by the Contractor in the performance of the contract, failing which, penalties as described will be applied.

The specified minimum targeted enterprises contract participation goal (CPG_E) is **3 %**

The Contractor shall engage targeted enterprises directly or indirectly in the performance of the contract to the extent that the total monetary value of such engagements (exclusive of VAT), expressed as a percentage of the value of the contract, is sufficient to achieve the specified minimum CPG_E.

3.5.4.2 Definitions

For the purposes of the requirements in respect of the participation of targeted enterprises, the following definitions shall apply:

“**Target area**” means the geographical area described in the Works Project contract document.

“**Targeted enterprises contract participation goal (CPG_E)**” means the value of supplies, services or works (exclusive of VAT), for which the Contractor contracts targeted enterprises, either directly or indirectly, in the performance of the contract, expressed as a percentage of the value of the contract.

“**Targeted enterprises**” means any sole trader, partnership or legal entity that acts as a supplier, manufacturer, service provider or sub-contractor, and which has its base of operations in the target area.

“**Value of the contract**” means the contract sum (accepted contract amount) less provisional sums, contingencies and VAT.

3.5.4.3 Achieving the contract participation goal

The contractor may achieve the specified minimum CPG_E as follows:

- a) by engaging one or more targeted enterprises to perform commercially useful functions in the performance of the contract;
- b) by engaging non-targeted enterprises, who in turn engage one or more targeted enterprises to perform commercially useful functions in the performance of the contract;
- c) by a combination of the above.

The Contractor shall, within 5 working days of being requested by the Employer’s Agent to do so, submit details of his/her plan to achieve the minimum CPG_E.

3.5.4.4 Contract participation goal credits

Credits towards achieving the minimum CPG_E shall be granted by converting the total monetary value (exclusive of VAT) of the agreements between the Contractor, or Contractor’s sub-contractors, and targeted enterprises, to a percentage of the value of the contract.

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

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

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

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

No credits may be claimed in respect of targeted enterprises that do not adhere to statutory labour practices.

No credits shall be accorded in respect of targeted enterprises engaged on work in respect of provisional sums or prime cost items.

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

In addition to the form required for contract administration (the Targeted Enterprises Contract Participation Expenditure Report), the Contractor shall furnish the Employer's Agent, upon written request, with documentary evidence that the targeted enterprises have their base of operations in the target area, copies of the contractual agreements with the various targeted enterprises, as well as documentary proof of payments made to the various targeted enterprises.

3.5.4.5 Penalties

The financial penalty to be applied for failing to meet the specified minimum targeted enterprises contract participation goal in the performance of the contract (unless proven to be beyond the control of the Contractor), is as follows:

$$\text{Penalty} = (\text{CPG}_{E^S} - \text{CPG}_{E^A}) \times P^*$$

Where CPG_{E^S} = the specified minimum targeted enterprises contract participation goal (expressed as a percentage).

CPG_{E^A} = the targeted enterprises contract participation goal achieved (expressed as a percentage).

P^* = the value of the contract.

3.5.5 ENVIRONMENTAL MANAGEMENT PROGRAMME

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

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3.5.6 HEALTH AND SAFETY

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

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E: ENVIRONMENTAL MANAGEMENT SPECIFICATION

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E: ENVIRONMENTAL MANAGEMENT SPECIFICATION

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

E1 SCOPE

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

E2 INTERPRETATIONS

E2.1 Supporting specifications

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

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

E2.2 Application

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

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

E2.3 Definitions and abbreviations

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

E2.3.1 Environment

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

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

E2.3.2 Potentially hazardous substance

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

E2.3.3 Method Statement

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

E2.3.4 Reasonable

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

E2.3.5 Solid waste

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

E2.3.6 Contaminated water

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

E2.3.7 Working area

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

E2.3.8 Contractor's camp or construction camp

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

E2.3.9 Employer's Agent

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

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

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

E2.3.11 Environmental Officer (EO)

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

E2.3.12 Environmental Control Officer (ECO)

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

E2.3.13 Environmental Site Officer (ESO)

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

E2.3.14 Abbreviations

The following abbreviations occur in this EM Specification:

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

E2.4 **Employer’s Agent’s authority to delegate**

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

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

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

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

E3 **MATERIALS**

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

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

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

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

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

E4 **Hazardous substances**

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

If potentially hazardous substances are to be stored on Site, the Contractor shall inform the Employer’s Agent of such substances and provide a Method Statement detailing the substances/ materials to be used, together with the storage, handling and disposal procedures of the materials. Hazardous substances shall be stored out of flood risk areas and disposal of these substances shall be at a licensed waste disposal facility. **PLANT (referring to “Construction Equipment” as defined in GCC 2015, and the Contractor’s facilities as used**

in SANS 1200A)

E4.1 Fuel (petrol and diesel) and oil

E4.1.1 Storage

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

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

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

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

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

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

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

E4.1.2 Refuelling

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

E4.1.3 Treatment and remediation

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

E4.2 Ablution and toilet facilities

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

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

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

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

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

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

E4.3 Eating areas

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

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

E4.4 Solid waste management

E4.4.1 Litter and refuse

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

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

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

E4.4.2 Construction waste

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

E4.5 Contaminated water management

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

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

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

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

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

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

E4.6 Site structures

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

E4.7 Lights

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

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

E4.8 Workshop, equipment maintenance and storage

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

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

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

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

E4.9 Noise

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

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

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

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

E5 CONSTRUCTION

E5.1 Method Statements

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

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

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

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

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

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

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

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

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

E5.2 **Environmental Awareness Training**

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

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

E5.2.1 Training Course for Management and Foremen

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

E5.2.2 Training Course for Site Staff and Labour

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

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

E5.3 Contractor's Environmental Representative (ESO)

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

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

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

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

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

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

E5.5 Access routes/ haul roads

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

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

E5.6 Construction personnel information posters

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

The specification for the poster is presented in Annexure C of this EM Specification. The symbols shall be black and the circles shall be red lines. The Contractor shall ensure that the construction personnel information posters are not

damaged in any way, and shall replace a poster if any part of it becomes illegible.

E5.7 Fire control

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

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

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

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

The Contractor shall comply with Clause 27 of the Construction Regulations, 2003 where applicable, and shall ensure that there is suitable and sufficient fire-fighting equipment available on Site at all times.

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

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

E5.8 Emergency procedures

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

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

E5.9 Health and safety

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

E5.10 Community relations

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

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

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

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

E5.12 Protection of natural features

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

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

E5.13 Protection of flora and fauna

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

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

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

E5.14 Erosion and sedimentation control

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

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

E5.15 Aesthetics

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

E5.16 Temporary site closure

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

- a) Fire extinguishers are serviced and accessible.
- b) There is adequate ventilation in enclosed spaces.
- c) All hazardous substance stores are securely locked.
- d) Fencing and barriers are in place.
- e) Emergency and management contact details are prominently displayed and available.
- f) Wind and dust mitigation measures, e.g. straw, brush packs, irrigation, etc. are in place.
- g) Excavated and filled slopes and stockpiles are at a stable angle and capable of accommodating normal expected water flows.
- h) There are sufficient detention ponds or channels in place.
- i) Cement and materials stores are secured.
- j) Toilets are empty and secured.
- k) Central waste area and all refuse bins are empty and secured.
- l) Contaminated water conservancy tank empty.
- m) Any bunded areas are clean and treated with an approved product where applicable (e.g. Spill Sorb or Enretech #1 powder or equivalent).
- n) Drip trays are empty and secure

E5.17 Asphalt and bitumen

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

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

E5.18 Dust

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

E5.19 Contractor's advertising signage

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

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

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

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

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

E5.20 Clearance of Site on completion

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

E5.20.1 Clause E3.1

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

E5.20.2 Clause E4.1.3

Remediation of hydrocarbon spill and leak areas.

E5.20.3 Clause E4.4

Disposal of litter, refuse and Contractor's waste.

E5.20.4 Clause E5.4

Removal of temporary fences and Contractor's camp.

E5.20.5 Clause E5.5

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

E5.20.6 Clause E5.7

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

E5.20.7 Clauses E5.11 to 5.13

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

E5.20.8 Clause E5.14

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

E5.20.9 Clause E5.19

Removal of Contractor's advertising signage.

E6 TOLERANCES

E6.1 Fines

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

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

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

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

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

E7 TESTING

Not applicable to this tender.

E8 MEASUREMENT AND PAYMENT

E8.1 Basic principles

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

ANNEXURE A: ENVIRONMENTAL METHOD STATEMENT

CONTRACT:.....

DATE:.....

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

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

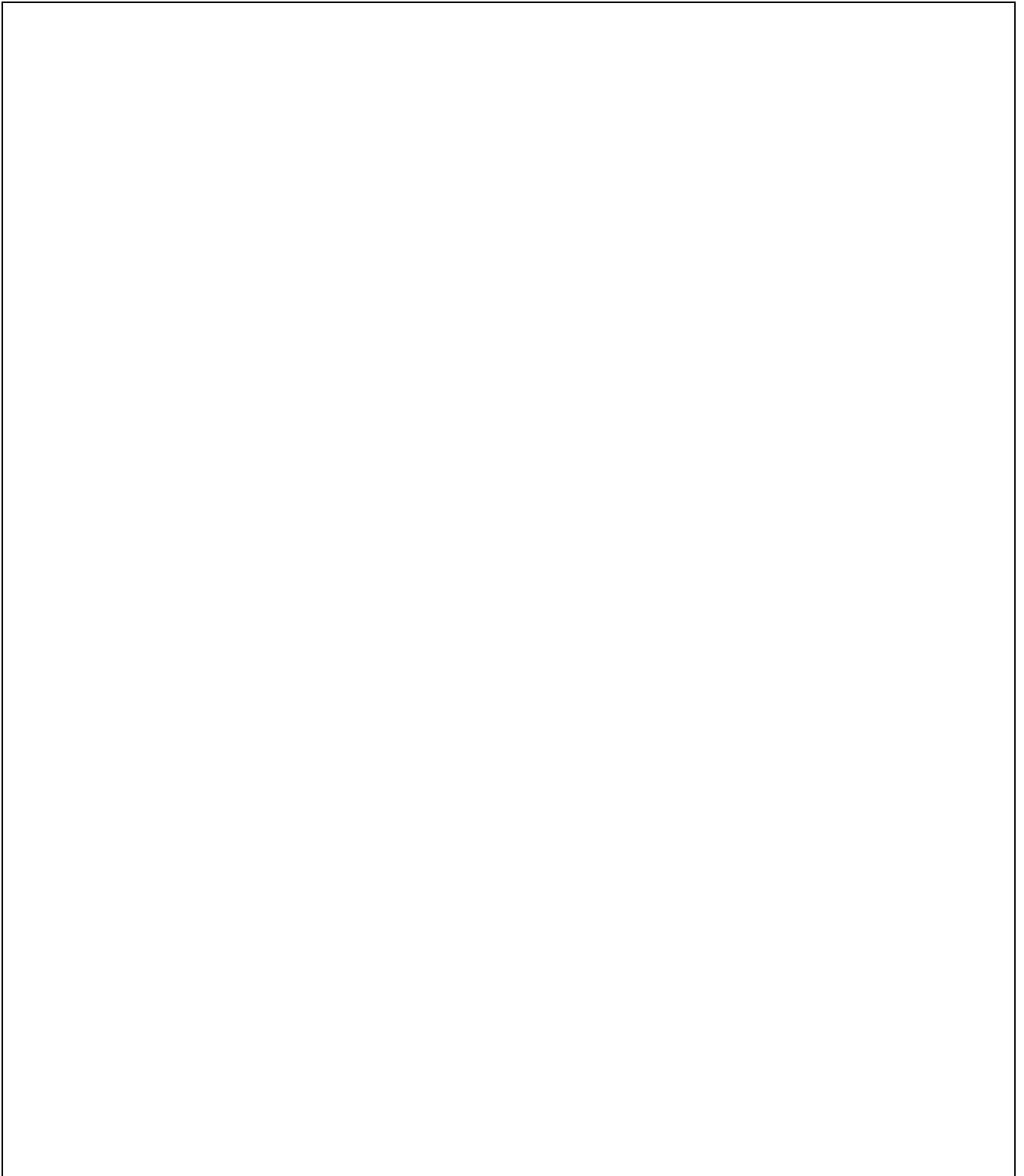
WHERE THE WORKS ARE TO BE UNDERTAKEN (where possible, provide an annotated plan and a full description of the extent of the works):

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

Start Date:

End Date:

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



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

DECLARATIONS

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

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

(signed)

(print name)

Dated: _____

2) CONTRACTOR

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

(signed)

(print name)

Dated: _____

3) EMPLOYER’S AGENT

The works described in this Method Statement are approved.

(signed)

(print name)

(designation)

Dated: _____

ANNEXURE B: ENVIRONMENTAL SITE INSPECTION CHECKLIST

To be submitted to the Employer's Agent once a week

CONTRACT:.....
















DATE:.....

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

Completed by:.....

Signed:.....

ANNEXURE C: CONSTRUCTION PERSONNEL INFORMATION POSTER

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

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

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

1. Monitoring

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

2. Health and safety

Clauses 3.1.4, 4.3.1, 4.3.2 and 4.10.1 remind the Contractor of his obligations in terms of the Occupational Health and Safety Act (No. 85 of 1993) and Construction Regulations 2003.

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

3. Employer's Agent's authority to delegate

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

4. Employer's Agent's instructions

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

5. Compliance with applicable laws

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

6. Protection of fossils, etc.

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

7. Housing, food and transport

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

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

8. Competent employees

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

9. Removal from Site

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

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

10. Unacceptable documentation

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

11. Programme and Method Statements

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

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

12. Hours of operation

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

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

13. Suspension of Works

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

14. Site clean-up

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

15. Access to the Works

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

16. Pollution prevention and interferences

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

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

17. Dust

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

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

18. Noise

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

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

19. Protection of existing environment

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

20. Reinstatement

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

21. Reporting accidents

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

H: HEALTH AND SAFETY SPECIFICATION

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H: HEALTH AND SAFETY SPECIFICATION

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

H1 DEFINITIONS

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

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

H2 SCOPE

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

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

H3 INTERPRETATION

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

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

H4 GENERAL REQUIREMENTS

The Contractor shall:

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

H5 ADMINISTRATION

H5.1 Application for construction work permit

Not applicable until 7 August 2015.

H5.2 Notification of intention to commence construction work

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

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

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

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

H5.3 Occupational Health and Safety Agreement

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

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

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

H5.5 Emergency procedures

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

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

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

H5.6 Health and safety file

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

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

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

H5.7 Health and safety committee

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

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

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

H5.8 Inspections, formal enquires and incidents

The Contractor shall inform the Employer's Agent:

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

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

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

H5.8 Personal protective equipment and clothing

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

H6 APPOINTMENTS

H6.1 Appointment of construction manager

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

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

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

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

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

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

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

H6.3 Other competent persons

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

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

The Contractor shall appoint in writing competent persons to:

- n) induct employees in health and safety; and
- o) prepare a fall protection plan.

H6.4 Health and safety representative(s)

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

H7 EMPLOYER'S HEALTH AND SAFETY AGENT

The Employer's Health and Safety Agent shall:

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

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

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

H8 CREATING AND MAINTAINING A SAFE AND HEALTHY WORK ENVIRONMENT

H8.1 General

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

- a) cause a preliminary hazard identification to be performed by a competent person before commencing any physical construction activity;
- b) evaluate the risks associated with such work constituting a hazard to the health and safety of such employees and the steps that need to be taken to comply with the OHS Act; and
- c) as far as is reasonably practicable, prevent the exposure of such employees to the hazards concerned or, where prevention is not reasonably practicable, minimize such exposure.

The Contractor shall ensure that:

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

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

H8.2 Risk assessment

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

- a) identify the risks and hazards to which persons may be exposed to;
- b) analyse and evaluate the identified risks and hazards based on a documented method;

- c) document a plan of safe work procedures, including the use of any personal protective equipment or clothing and the undertaking of periodic “toolbox talks” or inductions before undertaking hazardous work, in order to mitigate, reduce or control the risks and hazards that have been identified;
- d) provide a monitoring plan; and
- e) provide a review plan.

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

The Contractor must review the relevant risk assessment -

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

H8.3 Health and safety plans

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

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

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

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

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

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

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

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

H8.4 Responsibilities towards employees and visitors

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

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

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

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

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

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

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

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

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

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

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

H8.5 Subcontractors

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

The Contractor shall ensure that all of his obligations in respect of subcontractors in terms of the Construction Regulations, 2014 are adhered to.

H8.6 Work permits and wayleaves

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

H8.7 Access to the Site

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

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

H8.9 First aid and emergency procedures

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

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

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

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

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

H8.10 Housekeeping

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

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

H8.11 Fire precautions

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

H8.12 Facilities for workers

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

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

H9.1 Existing Site conditions

H9.2 Information provided by the designer (CR 6(1))

H9.3 Environmental hazards

H9.4 Traffic hazards

H9.5 Construction materials (hazardous substances)

H9.6 Fall protection (working at heights) (CR 10)

H9.7 Structures (CR 11)

H9.8 Temporary works (CR 12)

H9.9 Excavation work (CR 13)

H9.10 Demolition work (CR 14)

- H9.11 Tunneling (CR 15)
- H9.12 Scaffolding (CR 16)
- H9.13 Suspended platforms (CR 17)
- H9.14 Rope access work (CR 18)
- H9.15 Material hoists (CR 19)
- H9.16 Bulk mixing plant (CR 20)
- H9.17 Explosive actuated fastening device (CR 21)
- H9.18 Cranes (CR 22)
- H9.19 Construction vehicles and mobile plant (equipment) (CR 23)
- H9.20 Electrical installations and machinery (CR 24)
- H9.21 Flammable liquids (CR 25)
- H9.22 Water environments (CR 26)
- H9.23 Overhead Work (CR 27(g))
- H9.24 Confined spaces
- H9.25 Other hazards...

CITY OF CAPE TOWN

FACILITIES MANAGEMENT

CONTRACT NO. 372Q/2021/22

TERM TENDER FOR REPAIRS AND MAINTENANCE OF ASPHALT AND PAVED SURFACES TO MUNICIPAL FACILITIES WITHIN THE CITY OF CAPE TOWN

C3.6 Annexes

CONTENTS

Annex 1: Monthly Project Labour Report

Annex 2: B-BBEE Sub-Contract Expenditure Report

Annex 3: Joint Venture Expenditure Report

Annex 4: Targeted Labour Contract Participation Expenditure Report

Annex 5: Targeted Enterprises Contract Participation Expenditure Report

ANNEX 1

**CITY OF CAPE TOWN
MONTHLY PROJECT LABOUR REPORT**



CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD

Instructions for completing and submitting forms

General

- 1 The Monthly Project Labour Reports must be completed in full, using typed, proper case characters; alternatively, should a computer not be available, handwritten in black ink.
- 2 Incomplete / incorrect / illegible forms will not be accepted.
- 3 Any conditions relating to targeted labour stipulated in the Contract (in the case of contracted out services or works) shall apply to the completion and submission of these forms.
- 4 This document is available in Microsoft Excel format upon request from the City's EPWP office, tel 021 400 9406, email EPWPLR@capetown.gov.za.

Project Details

- 5 If a field is not applicable insert the letters: NA
- 6 Only the Project Number supplied by the Corporate EPWP Office must be inserted.
The Project Number can be obtained from the Coordinator or Project Manager or from the e-mail address in point 4 above.
- 7 On completion of the contract or works project the anticipated end date must be updated to reflect the actual end date.

Beneficiary Details and Work Information

- 8 Care must be taken to ensure that beneficiary details correspond accurately with the beneficiary's ID document.

- 9 A new beneficiary is one in respect of which a new employment contract is signed in the current month. A certified ID copy must accompany this labour report on submission.
- 10 Was the beneficiary sourced from the City's job seeker database?
- 11 The contract end date as stated in the beneficiary's employment contract.
- 12 Where a beneficiary has not worked in a particular month, the beneficiary's name shall not be reflected on this form at all for the month in question.
- 13 Training will be recorded separately from normal working days and together shall not exceed the maximum of 23 days per month
- 14 Workers earning more than the maximum daily rate (currently R450 excluding any benefits) shall not be reflected on this form at all.

Submission of Forms

- 15 Signed hardcopy forms must be scanned and submitted to the City's project manager in electronic (.pdf) format, together with the completed form in Microsoft Excel format.
- 16 Scanned copies of all applicable supporting documentation must be submitted along with each monthly project labour report. Copies of employment contracts and ID documents are only required in respect of new beneficiaries.
- 17 If a computer is not available hardcopy forms and supporting documentation will be accepted.

PROJECT DETAILS

Numbers in cells below e.g (6) refer to the relevant instruction above for completing and submitting forms

CONTRACT OR WORKS PROJECT NAME: (6)		EPWP SUPPLIED PROJECT NUMBER: (6)										
DIRECTORATE:		DEPARTMENT:										
CONTRACTOR OR VENDOR NAME:		CONTRACTOR OR VENDOR E-MAIL ADDRESS:										
CONTRACTOR OR VENDOR CONTACT PERSON:		CONTRACTOR OR VENDOR TEL. NUMBER:	CELL WORK									
PROJECT LABOUR REPORT CURRENT MONTH (mark with "X")												
JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	YEAR
ACTUAL START DATE (yyyy/mm/dd)						ANTICIPATED / ACTUAL END DATE (yyyy/mm/dd) (7)						
TOTAL PROJECT EXPENDITURE / VALUE OF WORK DONE TO-DATE (INCLUDING ALL COSTS, BUT EXCLUDING VAT)												
R												

MONTHLY PROJECT LABOUR REPORT

BENEFICIARY DETAILS AND WORK INFORMATION



CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD

CONTRACT OR WORKS PROJECT NUMBER:

Year	Month

Sheet		
1	of	

No.	(8) First name	(8) Surname	(8) ID number	(9) New Beneficiary (Y/N)	Gender (M/F)	Disabled (Y/N)	(10) Job seeker database (Y/N)	Contract start date (DDMMYY)	(11) Contract end date (DDMMYY)	(12) No. days worked this month (excl. training)	(13) Training days	(14) Rate of pay per day (R - c)
1												
2												
3												
4												
5												
6												
7												
8												
9												
10												
11												
12												
13												
14												
15												
16												
17												
18												
19												
20												

0 0 R -

Declared by Contractor or Vendor to be true and correct:	Name	Signature
	Date	

Received by Employer's Agent / Representative:	Name	Signature
	Date	

ANNEX 2

CITY OF CAPE TOWN

CONTRACT NO. AND NAME:

CONTRACTOR:

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

Value of the contract (as defined in the Preference Schedule) (P*)	R
--	---

B-BBEE Status Level of Prime Contractor	
---	--

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

¹Documentary evidence to be provided

Total:	R
Expressed as a percentage of P*	%

Signatures

Declared by Contractor to be true and correct:

Date:

Verified by Employer's Agent / Representative:

Date:

ANNEX 3

CITY OF CAPE TOWN

CONTRACT NO. AND NAME:

CONTRACTOR:

JOINT VENTURE EXPENDITURE REPORT BASED ON PAYMENT CERTIFICATE NO.

Value of the contract (as defined in the Preference Schedule) (P*)	R	B-BBEE Status Level of Joint Venture	
--	---	--------------------------------------	--

Name of Joint Venture partner (list all)	B-BBEE Status Level of each JV partner as at contract award	Percentage contribution of JV partner per JV Agreement ¹ A	Total value of JV partner's contribution (excl. VAT) ¹ B = A% x P*	Value of JV partner's contribution to date (excl. VAT) ¹ C	Value of JV partner's contribution as a percentage of the work executed to date D = C/P*x100
JV Partner A		%	R	R	%
JV Partner B		%	R	R	%
JV Partner C		%	R	R	%

¹Documentary evidence to be provided

Signatures

Declared by Contractor to be true and correct:

Date:

Verified by Employer's Agent / Representative:

Date:

ANNEX 4

CITY OF CAPE TOWN

CONTRACT NO. AND NAME:

CONTRACTOR:

TARGETED LABOUR CONTRACT PARTICIPATION EXPENDITURE REPORT BASED ON CERTIFICATE NO.

Value of the contract (as defined in the Preference Schedule) (P*)	R
--	---

Specified Targeted Labour Contract Participation Goal	%
---	---

Name of Contractor/Sub-contractor (list all)	Total previous expenditure on wages in respect of targeted labour	Net Amount for this month ¹	Total expenditure on wages in respect of targeted labour
Contractor	R	R	R
Sub-contractor A	R	R	R
Sub-contractor B	R	R	R

¹Documentary evidence to be provided

Total:	R
Expressed as a percentage of P*	%

Signatures

Declared by Contractor to be true and correct:

Date

Verified by Employer's Agent / Representative

Date

ANNEX 5

CITY OF CAPE TOWN

CONTRACT NO. AND NAME:

CONTRACTOR:

TARGETED ENTERPRISES CONTRACT PARTICIPATION EXPENDITURE REPORT BASED ON CERTIFICATE NO.

Value of the contract (as defined in the Preference Schedule) (P*)	R
--	---

Specified Targeted Enterprises Contract Participation Goal	%
--	---

Name of targeted enterprise (list all)	Total previous expenditure (excl. VAT) to targeted enterprises	Net Amount for this month ¹	Total expenditure (excl. VAT) to targeted enterprises
Targeted Enterprise A	R	R	R
Targeted Enterprise B	R	R	R
Targeted Enterprise C	R	R	R
Total:			R
Expressed as a percentage of P*			%

¹Documentary evidence to be provided

Signatures

Declared by Contractor to be true and correct: _____

Date

**Verified by Employer's Agent/
Employer's Agent's Representative:** _____

Date

Part C4: Site information

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C4 Site information	277

C4 Site Information

CONTENTS

1. GENERAL
2. WORKS PROJECTS

1. GENERAL

The sites for the Works are those areas which may be identified within the four Areas (Area 1, Area 2, Area 3 and Area 4) in the City of Cape Town municipal area in which Works Projects are to be executed.

2. WORKS PROJECTS

Site specific information will be specified, as required, in the Works Project contract document for a particular Works Project. An example of such a Works Project Document is available upon request to the Employer.

