

PART A INVITATION TO BID

BID NUMBER: WCNCB 11/09/2025 CLOSING DATE: 27/10/2025 CLOSING TIME: 11H00 AM					
DESCRIPTION	CapeNature is seeking to appoint a service provider to construct a Pedestrian Timber Bridge at De Mond Nature Reserve.				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (WBD7).					

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT CAPENATURE CAPE TOWN OFFICE

CapeNature Cape Town Office PGWC Shared Services Centre 3rd Floor Cnr Bosduif & Volstruis Streets Bridgetown 7764	<p style="color: red;">Please note that a compulsory briefing session will be held on Tuesday 7 October 2025 at 11:00 AM, at De Mond Nature Reserve.</p> <p style="color: red;">De Mond Nature Reserve is located between the Overberg towns of Struisbaai and Arniston, approximately 23km from Bredasdorp accessible via a gravel road off of the R316 toward Arniston.</p> <p style="color: red;">GPS Co-ordinates: 34°42'42.7"S 20°06'15.0"E</p>
Tender's Email Address (For submission of bid documents only): tenders@capenature.co.za	

SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
	WCSD REGISTRATION No.		AND	CSD No:	

B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes <input type="checkbox"/> No
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?	<input type="checkbox"/>	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)	
	<input type="checkbox"/>	A REGISTERED AUDITOR	

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT (FOR EMEs & QSEs) MUST BE SUBMITTED TOGETHER WITH A COMPLETED 6.1 IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ANSWER PART B:3 BELOW]
SIGNATURE OF BIDDER	.....	DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)			
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE (ALL INCLUSIVE)	
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT/ PUBLIC ENTITY	CapeNature	CONTACT PERSON	Ramese Mathews
CONTACT PERSON	Imran Brey	TELEPHONE NUMBER	087 087 3175
TELEPHONE NUMBER	087 087 4103	FACSIMILE NUMBER	N/A
FACSIMILE NUMBER	NA	E-MAIL ADDRESS	rmathews@capenature.co.za
E-MAIL ADDRESS	ibrey@capenature.co.za		

PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:	
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.	
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED)	
1.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.	
1.4. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.	
2. TAX COMPLIANCE REQUIREMENTS	
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.	
2.2 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILE USER THROUGH THE WEBSITE WWW.SARS.GOV.ZA.	
2.3 BIDDERS MAY ALSO SUBMIT A PRINTED TCS WITH A RESULT SUMMARY PAGE (DOWNLOADED FROM EFILING) TOGETHER WITH THE BID.	
2.4 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS AS MENTIONED IN 2.3 ABOVE.	
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO PROVIDE PROOF OF TAX COMPLIANCE STATUS; NOR OBTAIN A TAX COMPLIANCE STATUS FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) IF NOT REGISTER AS PER 2.2 ABOVE.	

*FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

(Proof of authority must submitted e.g. company resolution)

DATE:

TAX CLEARANCE REQUIREMENTS

IT IS A CONDITION OF THE TENDER THAT -

1. The taxes of the successful service provider **must** be in order, or that satisfactory arrangements have been made with the Receiver of Revenue to meet his / her tax obligations.
2. Application for tax clearance must be done through the Receiver of Revenue office where the service provider is registered for tax purposes. The Receiver of Revenue will then furnish the Supplier with a Tax Clearance Certificate that will be valid for a period of one year from date of issue.
3. This Tax Clearance Certificate must be submitted in the original together with the tender. Failure to submit the **original** and valid Tax Clearance Certificate **will** invalidate the tender. If a tax clearance certificate was submitted previously to CapeNature please indicate as such.
4. In quotations where Consortia / Joint Ventures / Sub-contractors are involved each party must submit a separate Tax Clearance Certificate. Copies of the Application for Tax Clearance Certificates are available at any Receiver's Office.

HAS A TAX CLEARANCE CERTIFICATE BEEN SUBMITTED	YES	NO
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS/SERVICES OFFERED BY YOU? (IF YES ENCLOSE PROOF)	YES	NO

**PART C
PRICING SCHEDULE**

OFFER TO BE VALID FOR **90** DAYS FROM THE CLOSING DATE OF THE BID.

De Mond Pedestrian Timber Bridge	Amount
TOTAL TENDER AMOUNT (VAT INCLUSIVE)	R

***NOTE:** Please refer to the Bill of Quantities in the specifications for the full pricing breakdown.

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 AND IN TERMS OF THE WESTERN CAPE GOVERNMENTS INTERIM STRATEGY AS IT RELATES TO PREFERENCE POINTS

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

NB: BEFORE COMPLETING THIS FORM, BIDDERS (TENDERERS) MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER, PREFERENTIAL PROCUREMENT REGULATIONS, 2022 AND THE BROAD BASED BLACK ECONOMIC EMPOWERMENT ACT AND THE CODES OF GOOD PRACTICE

1. DEFINITIONS

- 1.1 **“acceptable tender”** means any tender which, in all respects, complies with the specifications and conditions of tender as set out in the tender document.
- 1.2 **“affidavit”** is a type of verified statement or showing, or in other words, it contains a verification, meaning it is under oath or penalty of perjury, and this serves as evidence to its veracity and is required for court proceedings.
- 1.3 **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 1.4 **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 1.5 **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 1.6 **“bid”** means a written offer on the official bid documents or invitation of price quotations and **“tender”** is the act of bidding/tendering;
- 1.7 **“Code of Good Practice”** means the generic codes or the sector codes as the case may be;
- 1.8 **“consortium or joint venture”** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;
- 1.9 **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 1.10 **“EME”** is an Exempted Micro Enterprise with an annual total revenue of R10 million or less.
- 1.11 **“Firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 1.12 **“Large Enterprise”** is any enterprise with an annual total revenue above R50 million;
- 1.13 **“non-firm prices”** means all prices other than “firm” prices;
- 1.14 **“person”** includes a juristic person;
- 1.15 **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

- 1.16 **“proof of B-BBEE status level contributor”** means-
- (a) The B-BBEE status level certificate issued by an authorized body or person;
 - (b) A sworn affidavit as prescribed in terms of the B-BBEE Codes of Good Practice; or
 - (c) Any other requirement prescribed in terms of the Broad-Based Black Economic Empowerment Act.
- 1.17 **QSE** is a Qualifying Small Enterprise with an annual total revenue between R10 million and R50 million;
- 1.18 **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of the tender invitation; and includes all applicable taxes;
- 1.19 **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract.
- 1.20 **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- 1.21 **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions;
- 1.22 **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000);
- 1.23 **“the Regulations”** means the Preferential Procurement Regulations, 2022;
- 1.24 **“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 11 October 2013;
- 1.25 **“trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 1.26 **“trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

2. GENERAL CONDITIONS

- 2.1 The following preference point systems are applicable to all bids:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
 - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- 2.2 Preference point system for this bid:
- a) The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable; or
 - b) The 80/20 preference point system will be applicable to this tender.
- 2.3 Preference points for this bid shall be awarded for:
- a) Price; and
 - b) B-BBEE Status Level of Contribution

- 2.4 The maximum points for this bid are allocated as follows:

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

- 2.5 Failure on the part of a bidder to fill in, sign this form and submit in the circumstances prescribed in the Codes of Good Practice either a B-BBEE Verification Certificate issued by a Verification Agency accredited by the South African Accreditation System (SANAS) or an affidavit confirming annual total revenue and level of black ownership together with the bid or an affidavit issued by Companies Intellectual Property Commission, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 2.6 The organ of state reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

3. ADJUDICATION USING A POINT SYSTEM

- 3.1 Subject to Section 2(1)(f) of the Preferential Procurement Policy Framework Act, 2000, the bidder obtaining **the highest number of total points** will be awarded the contract.
- 3.2 A tenderer must submit proof of its B-BBEE status level of contributor in order to claim points for B-BBEE.
- 3.3 A tenderer failing to submit proof of B-BBEE status level of contributor or is a non-compliant contributor to B-BBEE will not be disqualified but will only score:
- (a) points out of 80 for price; and
 - (b) 0 points out of 20 for B-BBEE
- 3.4 Points scored must be rounded off to the nearest 2 decimal places.
- 3.5 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.6 As per section 2(1)(f) of the Preferential Procurement Policy Framework Act, 2000, the contract may be awarded to a bidder other than the one scoring the highest number of total points based on objective criteria in addition to those contemplated in paragraphs (d) and (e) of the Preferential Procurement Policy Framework Act, 2000 that justifies the award to another tenderer provided that it has been stipulated upfront in the tendering conditions.
- 3.7 Should two or more bids be equal in all respects; the award shall be decided by the drawing of lots.

4. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

4.1 POINTS AWARDED FOR PRICE

4.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEM

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

80/20

or

90/10

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

Where

Ps = Points scored for price of bid under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

5.1 POINTS AWARDED FOR PRICE

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

80/20

or

90/10

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

Where

Ps = Points scored for price of bid under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

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

- 6.1 In terms of WCG interim strategy, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

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

- 6.2 An **EME** must submit a valid, originally certified affidavit confirming annual turnover and level of black ownership or an affidavit issued by Companies Intellectual Property Commission.
- 6.3 A **QSE that is less than 51 per cent (50% or less) black owned** must be verified in terms of the QSE scorecard issued via Government Gazette and submit a valid, original or a legible certified copy of a B-BBEE Verification Certificate issued by SANAS.
- 6.4 A **QSE that is at least 51 per cent black owned (51% or higher)** must submit a valid, originally certified affidavit confirming turnover and level of black ownership as well as declare its empowering status or an affidavit issued by Companies Intellectual Property Commission.
- 6.5 A **large enterprise** must submit a valid, original or originally certified copy of a B-BBEE Verification Certificate issued by a verification agency accredited by SANAS.
- 6.6 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 6.7 A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE status level verification certificate for every separate tender.
- 6.8 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.

7. BID DECLARATION

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

8. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPH 6

- 8.1 B-BBEE Status Level of Contribution = (maximum of 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 6.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or an affidavit confirming annual total revenue and level of black ownership in terms of the relevant sector code applicable to the tender.

9. SUB-CONTRACTING

9.1 Will any portion of the contract be sub-contracted? **YES / NO**

9.1.1 If yes, indicate:

(i) what percentage of the contract will be subcontracted?%

(ii) the name of the sub-contractor?

(iii) the B-BBEE status level of the sub-contractor?

(iv) whether the sub-contractor is an EME or QSE? **YES / NO**

9.1.2 Sub-contracting relates to a **particular** contract and if sub-contracting is applicable, the bidder to state in their response to a particular RFQ that a portion of that contract will be sub-contracted.

10. DECLARATION WITH REGARD TO COMPANY/FIRM

10.1 Name of company/entity :

10.2 VAT registration number :

10.3 Company Registration number :

10.4 TYPE OF COMPANY/FIRM

☐ Partnership/ Joint Venture/ Consortium

☐ One-person business/ sole propriety

☐ Close corporation

☐ Public Company

☐ Personal Liability Company

☐ (Pty) Limited

☐ Non-Profit Company

☐ State Owned Company

[SELECT APPLICABLE ONE]

10.5 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBEE status level of contribution indicated in paragraph 7 above, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

(a) The Western Cape Government reserves the right to audit the B-BBEE status claim submitted by the bidder.

(b) As set out in Section 130 of the B-BBEE Act as amended, any misrepresentation constitutes a criminal offence. A person commits an offence if that person knowingly:

(i) misrepresents or attempts to misrepresent the B-BBEE status of an enterprise;

(ii) provides false information or misrepresents information to a B-BBEE Verification Professional in order to secure a particular B-BBEE status or any benefit associated with compliance to the B-BBEE Act;

- (iii) provides false information or misrepresents information relevant to assessing the B-BBEE status of an enterprise to any organ of state or public entity; or
 - (iv) engages in a fronting practice.
- (c) If a B-BBEE verification professional or any procurement officer or other official of an organ of state or public entity becomes aware of the commission of, or any attempt to commit any offence referred to in paragraph 10.5 (a) above will be reported to an appropriate law enforcement agency for investigation.
- (d) Any person convicted of an offence by a court is liable in the case of contravention of 10.5 (b) to a fine or to imprisonment for a period not exceeding 10 years or to both a fine and such imprisonment or, if the convicted person is not a natural person to a fine not exceeding 10 per cent of its annual turnover.
- (e) The purchaser may, if it becomes aware that a bidder may have obtained its B-BBEE status level of contribution on a fraudulent basis, investigate the matter. Should the investigation warrant a restriction be imposed, this will be referred to the National Treasury for investigation, processing and imposing the restriction on the National Treasury's List of Restricted Suppliers. The bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, may be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied.
- (f) The purchaser may, in addition to any other remedy it may have –
- (i) disqualify the person from the bidding process;
 - (ii) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (iii) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation; and
 - (iv) forward the matter for criminal prosecution.
- (g) The information furnished is true and correct.
- (h) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 2 of this form.

SIGNATURE(S) OF THE BIDDER(S):

DATE:

ADDRESS:

.....

WITNESSES:

1.

2.

PROVINCIAL GOVERNMENT OF WESTERN CAPE

DECLARATION OF INTERESTS, BIDDERS PAST SCM PRACTICES AND INDEPENDENT BID DETERMINATION

1. To give effect to the requirements of the Western Cape Provincial Treasury Instructions, 2019: Supply Chain Management (Goods and Services), Public Finance Management Act (PFMA) Supply Chain Management (SCM) Instruction No. 3 of 2021/2022 - SBD 4 Declaration of Interest, Section 4 (1)(b)(iii) of the Competition Act No. 89 of 1998 as amended together with its associated regulations, the Prevention and Combating of Corrupt Activities Act No 12 of 2004 and regulations pertaining to the tender defaulters register, Paragraph 16A9 of the National Treasury Regulations and/or any other applicable legislation.
2. Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.
3. All prospective bidders intending to do business with the Institution must be registered on the Central Supplier Database (CSD) and the Western Cape Supplier Evidence Bank (WCSEB) if they wish to do business with the Western Cape Government (WCG) via the electronic Procurement Solution (ePS).
4. The status of enterprises and persons listed on the National Treasury's Register for Tender Defaulters will be housed on the ePS. Institutions may not under any circumstances procure from enterprises and persons listed on the Database of Tender Defaulters.
5. The status of suppliers listed on the National Treasury's Database of Restricted Suppliers will be housed on the ePS; however, it remains incumbent on institutions to check the National Treasury Database of Restricted Suppliers before the conclusion of any procurement process. For suppliers listed as restricted, institutions must apply due diligence and risk assessment before deciding to proceed with procurement from any such supplier.

6. **Definitions**

"bid" means a bidder's response to an institution's invitation to participate in a procurement process which may include a bid, price quotation or proposal;

"Bid rigging (or collusive bidding)" occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and/or services through a bidding process. Bid rigging is, therefore, an agreement between competitors;

"business interest" means -

- (a) a right or entitlement to share in profits, revenue or assets of an entity;
- (b) a real or personal right in property;
- (c) a right to remuneration or any other private gain or benefit, or
- (d) includes any interest contemplated in paragraphs (a), (b) or (c) acquired through an intermediary and any potential interest in terms of any of those paragraphs;

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

"Controlling interest" means, the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise;

“Corruption”- General offences of corruption are defined in the Combating of Corrupt Activities Act, 2004 (Act No 12 of 2004) as:

Any person who directly or indirectly-

- (a) accepts or agrees or offers to accept an! gratification from any other person, whether for the benefit of himself or herself or for the benefit of another person; or
- (b) gives or agrees or offers to give to any other person any gratification, whether for the benefit of that other person or for the benefit of another person., in order to act personally or by influencing another person so to act, in a manner—
 - (i) that amounts to the-
 - (aa) illegal. dishonest. unauthorised. incomplete. or biased: or
 - (bb) misuse or selling of information or material acquired in the course of the exercise, carrying out or performance of any powers, duties or functions arising out of a constitutional, statutory, contractual or any other legal obligation:
 - (ii) that amounts to-
 - (aa) the abuse of a position of authority;
 - (bb) a breach of trust; or
 - (cc) the violation of a legal duty or a set of rules;
 - (iii) designed to achieve an unjustified result; or
 - (iv) that amounts to any other unauthorised or improper inducement to do or 45 not to do anything. of the, is guilty of the offence of corruption

“CSD” means the Central Supplier Database maintained by National Treasury;

“employee”, in relation to –

- (a) a department, means a person contemplated in section 8 of the Public Service Act, 1994 but excludes a person appointed in terms of section 12A of that Act; and
- (b) a public entity, means a person employed by the public entity;

“entity” means any -

- (a) association of persons, whether or not incorporated or registered in terms of any law, including a company, corporation, trust, partnership, close corporation, joint venture or consortium; or
- (b) sole proprietorship;

“entity conducting business with the Institution” means an entity that contracts or applies or tenders for the sale, lease or supply of goods or services to the Province;

“Family member” means a person’s -

- (a) spouse; or
- (b) child, parent, brother, sister, whether such a relationship results from birth, marriage or adoption or some other legal arrangement (as the case may be);

“intermediary” means a person through whom an interest is acquired, and includes a representative or agent or any other person who has been granted authority to act on behalf of another person;

“Institution” means –

a provincial department or provincial public entity listed in Schedule 3C of the Act; **“Provincial**

Government Western Cape (PGWC)” means

(a) the Institution of the Western Cape, and

(b) a provincial public entity;

“RWOEE” means -

Remunerative Work Outside of the Employee’s Employment

“spouse” means a person’s -

(a) partner in marriage or civil union according to legislation;

(b) partner in a customary union according to indigenous law; or

(c) partner with whom he or she cohabits and who is publicly acknowledged by the person as his or her life partner or permanent companion.

7. Regulation 13(c) of the Public Service Regulations (PSR) 2016, effective 1 February 2017, prohibits any employee from conducting business with an organ of state, or holding a directorship in a public or private company doing business with an organ of state unless the employee is a director (in an official capacity) of a company listed in schedules 2 and 3 of the Public Finance Management Act.

a) Therefore, by 31 January 2017 all employees who are conducting business with an organ of state should either have:

(i) resigned as an employee of the government institution or;

(ii) cease conducting business with an organ of state or;

(iii) resign as a director/shareholder/owner/member of an entity that conducts business with an organ of state.

8. Any legal person, or their family members, may make an offer or offers in terms of this invitation to bid. In view of potential conflict of interest, in the event that the resulting bid, or part thereof, be awarded to family members of persons employed by an organ of state, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where the bidder is employed by the Institution

9. The bid of any bidder may be disregarded if that bidder or any of its directors abused the institution’s supply chain management system; committed fraud or any other improper conduct in relation to such system; or failed to perform on any previous contract.

10. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging). Collusive bidding is a per se prohibition meaning that it cannot be justified under any grounds.

11. Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorises accounting officers and accounting authorities to:

- (a) disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - (b) cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
12. Communication between partners in a joint venture or consortium will not be construed as collusive bidding.
13. In addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

SECTION A: DETAILS OF THE ENTITY

CSD Registration Number	MAAA
Name of the Entity	
Entity registration Number (where applicable)	
Entity Type	
Tax Reference Number	
Full details of directors, shareholder, member, partner, trustee, sole proprietor or any persons with a right or entitlement to share in profits, revenue or assets of the entity should be disclosed in the Table A below.	

TABLE A

[illegible]

SECTION B: DECLARATION OF THE BIDDER'S INTEREST

The supply chain management system of an institution must, irrespective of the procurement process followed, prohibit any award to an employee of the state, who either individually or as a director of a public or private company or a member of a close corporation, seek to conduct business with the WCG, unless such employee is in an official capacity a director of a company listed in Schedule 2 or 3 of the PFMA as prescribed by the Public Service Regulation 13 (c).

Furthermore, an employee employed by an organ of state conducting remunerative work outside of the employee's employment should first obtain the necessary approval by the delegated authority (RWOOE), failure to submit proof of such authority, where applicable, may result in disciplinary action.

B1.	Are any persons listed in Table A identified on the CSD as employees of an organ of state? (If yes, refer to Public Service Circular EIM 1/2016 to exercise the listed actions)	NO	YES
B2.	Are any employees of the entity also employees of an organ of state? (If yes complete Table B and attach their approved “RWOOE”)	NO	YES
B3.	Are any family members of the persons listed in Table A employees of an organ of state? (If yes complete Table B)	NO	YES

TABLE B

Details of persons (family members) connected to or employees of an organ of state should be disclosed in Table B below.

[illegible]

SECTION C: PERFORMANCE MANAGEMENT AND BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

To enable the prospective bidder to provide evidence of past and current performance.

C1.	Did the entity conduct business with an organ of state in the last twelve months? (If yes complete Table C)	NO	YES
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C2. TABLE C

Complete the below table to the maximum of the last 5 contracts.

NAME OF CONTRACTOR	PROVINCIAL DEPARTMENT OR PROVINCIAL ENTITY	TYPE OF SERVICES OR COMMODITY	CONTRACT/ ORDER NUMBER	PERIOD OF CONTRACT	VALUE OF CONTRACT
C3. Is the entity or its principals listed on the National Database as companies or persons prohibited from doing business with the public sector?					NO YES
C4. Is the entity or its principals listed on the National Treasury Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No. 12 of 2004)? (To access this Register enter the National Treasury's website, www.treasury.gov.za , click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 326 5445.)					NO YES
C5. If yes to C3 or C4, were you informed in writing about the listing on the database of restricted suppliers or Register for Tender Defaulters by National Treasury?				NO	YES N/A
C6. Was the entity or persons listed in Table A convicted for fraud or corruption during the past five years in a court of law (including a court outside the Republic of South Africa)?					NO YES
C7. Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?					NO YES

SECTION D: DULY AUTHORISED REPRESENTATIVE TO DEPOSE TO AFFIDAVIT

This form must be signed by a duly authorised representative of the entity in the presence of a commissioner of oaths.

I, hereby swear/affirm;

- i. that the information disclosed above is true and accurate;
- ii. that I have read understand the content of the document;
- iii. that I have arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor.
- iv. that the entity undertakes to independently arrive at any offer at any time to the Institution without any consultation, communication, agreement or arrangement with any competitor. In addition, that there will be no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specification, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates;
- v. that the entity or its representative are aware of and undertakes not to disclose the terms of any bid, formal or informal, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract; and
- vi. that there have been no consultations, communications, agreements or arrangements made with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and that my entity was not involved in the drafting of the specifications or terms of reference for this bid.

.....
DULY AUTHORISED REPRESENTATIVE'S

SIGNATURE

I certify that before administering the oath/affirmation I asked the deponent the following questions and wrote down his/her answers in his/her presence:

- 1.1 Do you know and understand the contents of the declaration? ANSWER:
- 1.2 Do you have any objection to taking the prescribed oath? ANSWER:
- 1.3 Do you consider the prescribed oath to be binding on your conscience? ANSWER:.....
- 1.4 Do you want to make an affirmation? ANSWER:

2. I certify that the deponent has acknowledged that he/she knows and understands the contents of this declaration, which was sworn to/affirmed and the deponent's signature/thumbprint/mark was place thereon in my presence.

.....
SIGNATURE FULL NAMES: Commissioner of Oaths

Designation (rank):.....ex officio: Republic of South Africa

Date: **Place:**

Business Address:

GENERAL CONDITIONS OF CONTRACT

NOTES

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
 - (ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government. In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.
- ▮ The General Conditions of Contract will form part of all bid documents and may not be amended.
- ▮ Special Conditions of Contract (SCC) relevant to a specific bid should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

General Conditions of Contract

1. Definitions 1. The following terms shall be interpreted as indicated:

1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.

1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

1.7 "Day" means calendar day.

1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.

1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.

1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.

1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.14 "GCC" means the General Conditions of Contract.

1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.

1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.

1.20 "Project site," where applicable, means the place indicated in bidding documents.

1.21 "Purchaser" means the organization purchasing the goods.

1.22 "Republic" means the Republic of South Africa.

1.23 "SCC" means the Special Conditions of Contract.

1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

2. Application

2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding

immovable property, unless otherwise indicated in the bidding documents.

2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85,

Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

5. Use of contract documents and information; inspection.

5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause

5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause

5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

7. Performance security

7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or

(b) a cashier's or certified cheque

7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

8.1 All pre-bidding testing will be for the account of the bidder.

8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.

8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

8.7 Any contract supplies may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation

during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.

10.2 Documents to be submitted by the supplier are specified in SCC.

11. Insurance

11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.

12. Transportation

12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.

13. Incidental services

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

(a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;

- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.

18. Contract amendments

18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

19. Assignment

19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

20. Subcontracts

20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the supplier's performance

21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. Termination for default

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the Supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

- (i) the name and address of the supplier and / or person restricted by the purchaser;
- (ii) the date of commencement of the restriction
- (iii) the period of restriction; and
- (iv) the reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National

Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties and rights

24.1 When, after the date of bid, provisional payments are required, or antidumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him

25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

27. Settlement of Disputes

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,

- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- (b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

28.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to

(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

30. Applicable law

30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.

31. Notices 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation (NIP) Programme

33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

34. Prohibition of Restrictive practices

34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).

34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.



CONSULTING ENGINEERS
PART OF THE SiVEST GROUP

DeVS – SiVEST (Pty) Limited

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DE MOND NATURE RESERVE

CONTRACT DOCUMENTATION PROJECT SPECIFICATIONS SCHEDULE OF QUANTITIES

The details and design in this project specification are copyright
and remain the property of DeVS – SiVEST (Pty) Ltd
Project No. 2500
August 2025

CONTENTS LIST

1. NOTICE TO TENDERER
2. SCHEDULE OF DOCUMENTS
3. LIST OF DRAWINGS
4. SECTION A CONDITIONS OF TENDER
5. SECTION B SPECIAL CONDITION OF CONTRACT
6. SECTION C PROJECT SPECIFICATION
7. SECTION D PARTICULAR SPECIFICATION
8. SECTION E PREAMBLE TO SCHEDULE OF QUANTITIES & SCHEDULE OF QUANTITIES:
Structural work
9. SECTION F CONSTRUCTION METHOD STATEMENT
10. SECTION G CONTRACT DATA – ANNEXURES:
Form of Offer and Acceptance
Confirmation of Receipt
Contract Data
Pro Forma Performance Gurantee
Pro Forma Disclosure Statement
Pro Forma Adjudication Board Member Agreement
Evidence of Experience of Tender
Plant available for use on the Works
Daywork Schedule
Certificate of Inspection of Site /
Familiarity with Conditions of Tender / Contract
11. SECTION H STRUCTURAL DRAWING

NOTICE TO TENDERERS

JOB NAME	De Mond Nature Reserve – Pedestrian Timber Bridge
NAME OF ENGINEER	Munier Salie
ADDRESS	DeVS – SiVEST (Pty) Ltd 16 Chester Road Rondebosch 7700
TELEPHONE NO.	(021) 689 2377
E-MAIL	Munier@devs.co.za
SITE INSPECTION	7 October 2025
DEPOSITS FOR DOCUMENTS	Not required
CLOSING DATE FOR TENDERERS	27 October 2025
CLOSING TIME FOR TENDERERS	11:00am
ACCEPTED TENDER FORMAT	Electronic BOQ + Signed scanned Tender
CIDB GRADING REQUIREMENT	4 CE or Greater

SCHEDULE OF DOCUMENTS

1. The General Conditions governing this Contract are:

“General Conditions of Contract for Construction Works” 2nd Edition 2010

2. Additional documents forming part of the Contract in terms of Clause 1.1.1.7 are:

2.1 This document – see Contents List

2.2 SANS 1200 (SABS 1200)) Series standardized specifications listed on PS9 of the Project Specification

2.3 Drawings – listed in “List of Drawings”

2.4 Performance Guarantee which must be worded precisely in accordance with the proforma copy bound into this document.

LIST OF DRAWINGS

- 2500-S-1 Annexure A Plans, section and 3D'S Rev D

SECTION A
CONDITIONS OF TENDER

SECTION A

CONDITIONS OF TENDER

A1 ISSUE OF TENDER DOCUMENTS

One set of documents, comprising Drawings, Conditions of Tender, Special Conditions of Contract, Project Specification, Schedule of Quantities and Form of Offer and Acceptance will be provided to Tenderer free of charge. The contractor is expected to be familiar with the General Conditions of Contract but a copy will be available for his inspection at the Engineers office.

This set of documents should be returned complete before the closing time and date for Tenders.

A2 SUFFICIENCY OF DOCUMENTS

This Contract Document is numbered sequentially and should the Tenderer find any incomplete or indistinct pages, he should immediately notify the engineer who issued them. Similar notification should be made of anything in the documents, including drawings, which are ambiguous, contradictory or not understood. Should the Tenderer experience any difficulty

regarding the ready supply of any specified material, article or commodity etc., he must apply to the Engineer for selection or approval of any acceptable substitute.

Any reply to a query by any one tenderer which involves any amendment or elaboration of any tender Document will be advised in writing to all other Tenderer and will form part of the Contract Documents.

A3 SUBMISSION OF TENDER

The Tender is to be made out on the Form of Offer and Acceptance attached hereto, which must not be detached from this Document. Prices tendered should include for anticipated escalation as this is a "Fixed Price" contract and no claims in respect of escalation of prices during the contract period will be considered. The completed Document, fully priced, correctly extended and totaled, completed in all respects in black ink, signed and accompanied by the drawings to be submitted electronically to tenders@capenature.co.za.

A4 VALIDITY PERIOD AND NOTIFICATION OF ACCEPTANCE OR NON-ACCEPTANCE

The Tender for the work included under this Contract, shall be valid for the period after the date of receipt of Tender, stated in the Contract Data.

Tenders will be advised by the Employer of the acceptance or non-acceptance of their Tenders on or before the expiration of the validity period.

A5 CONDITIONS TO PREVAIL

These Conditions of Tender shall govern every Tender submitted. No alteration to any of the Contract Documents by the Tenderer will be permitted. Where a Tender is submitted containing the Tender's own standard conditions of Contract, offer or acceptance etc., such conditions will be rendered null and void notwithstanding any disclaimers to the contrary. Tenders may, however, include in their Tenders any additional descriptive matter they may consider necessary to amplify their offers. Such additional matter will form part of the Contract Documents, if accepted as such by the Engineer.

The act of submitting a Tender will be deemed to be the Tender's acknowledgment and acceptance of this clause.

A6 PROGRAMME

The Tenderer shall submit with his Tender, his proposed programme of the work to be executed, sufficiently detailed to substantiate his ability to meet the completion time reflected in the Contract Data.

A7 DURATION OF CONTRACT

The Tenderer is required to state specifically in the Contract Data the period within which he is prepared to undertake to complete the works included under the contract. This period will be taken into consideration when adjudicating the tenders. The attention of the tenderer is drawn to the fact that Clause 5.12.2.2 of the General Conditions of Contract provides for extension of time when "abnormal climatic conditions" occur. Normal rainfall and its effects will not be accepted as abnormal climatic conditions in terms of this clause.

A8 SURETY

The Tenderer is to state clearly in his Tender whether he will provide a cash deposit or a guarantee of an Insurance Company or Bank. In the case of a guarantee he is to state clearly in his Tender the name of the Bank or Insurance Company he proposes to submit as a guarantor in the event of his being called upon to take up the Contract.

A9 EVIDENCE OF PREPAREDNESS

The Tenderer, if required, shall present satisfactory evidence that he is fully prepared with necessary capital, machinery and material to begin the work promptly and to execute it as required by the documents.

In addition, at the time of tendering:

A9.1 The tenderer is required to give satisfactory evidence that he has actual experience in the class of work for which he has tendered, and must complete the Schedule of Experience attached.

A9.2 The tenderer is required to complete the Schedule of Plant attached by giving a complete list of major items of plant and equipment which he has immediately available, and also which he will acquire by hire for use on this contract should his tender be successful.

Failure to complete these statements may prejudice the tender as being submitted by an inexperienced or insufficiently equipped tenderer, and it may be rejected for either such cause.

A10 INSPECTION OF SITE

An inspection of the site will be held at De Mond Nature Reserve. Attention is drawn to the fact that verbal information, given during the Site Inspection or at any other time prior to the award of the Contract, will not be regarded as binding on the Employer or Engineer and only information given formally in writing to tenders by the Engineer will be regarded as amending the tender documents. Written minutes of the matters raised during the site inspection will be distributed to prospective tenderer.

A11 CURRENCY

All prices shall be quoted in the currency of South Africa, and shall be inclusive of all taxes such as VAT, or any other tax which may be applicable.

A12 CANVASSING AND SOLICITING

The Tender of any person who canvasses or solicits, or causes to be canvassed or solicited, the support of any person employed by or in the service of the Employer or of the Engineer in favour of his Tender, shall not be considered.

A13 ADJUDICATION

The Employer will not be bound to accept the lowest or any tender or part thereof, nor to assign or give any reason for such rejection, acceptance or non-acceptance of any Tender.

A14 KNOWLEDGE OF CONDITIONS

Before submitting his Tender, the Contractor should familiarize himself with all the requirements of the Contract, including the nature of the Works, the conditions of access and working, local conditions relating to labour and the supply and availability of materials etc., and any other matter which may affect the efficient execution of the Works.

The Tenderer must include for all such considerations and eventualities as any claim made subsequently for extra payment which can be shown to be founded on a lack of knowledge obtainable, will not be admitted.

A15 COPYRIGHT

No part of any document issued with this enquiry may be copied, photographed or repeated in any manner or by any process without the written consent of the Engineer. Copyright is reserved on all designs, specifications, patents and patent-able designs, systems and processes contained in the documents and drawings.

The person, firm or body to whom these documents are issued or made available shall be held jointly and severally responsible in their personal and corporate capacities for any contravention of the requirements of this clause.

A16 AUTHORITY OF SIGNATORIES

Signatories for companies are required to establish their authority by enclosing with their Tender a copy of the relevant resolution of the Board of Directors duly signed and dated.

SECTION B

SPECIAL CONDITIONS OF CONTRACT

forming the Annexure to

GENERAL CONDITIONS OF CONTRACT (2010)

SECTION B

SPECIAL CONDITIONS OF CONTRACT

The Employer undertakes that the only variations from the Clauses of the General Conditions of Contract (2010), are as numbered and set out below:

1.1.1.15 THE EMPLOYER

The "Employer" referred to in Clause 1.1.1.15 means "Cape Nature" or such person duly authorized by this Company to act on its behalf.

1.1.1.16 THE ENGINEER

The "Engineer" referred to in Clause 1.1.1.16 means Mr Munier Salie of the firm "DeVS-SiVEST (Pty) Ltd" or the authorized Representative of the Engineer.

1.1.1.8 SPECIAL CONDITIONS

The "Special Conditions of Contract" shall be deemed to be included in and form part of the "General Conditions of Contract".

The "Conditions of Tender" given in this document shall be deemed to be included in and form part of these "Special Conditions of Contract".

1.1.1.7 CONTRACT AGREEMENT

Upon completion and signing by all parties to the Contract Agreement, a duplicate copy of the contract documents complete with all annexures and relative correspondence will be furnished to the Contractor for his own use free of charge. All stamp duties in connection with the Contract shall be paid by the Contractor.

6.2 PERFORMANCE GUARANTEE

Add: "The Performance Guarantee" to be used shall be identical to that bound in at the back of this document. A Guarantee issued by an associated company of the Contractor is not acceptable nor are any personal sureties issued by the Directors of the Contractor's Company or other individuals acceptable.

Failure to produce an acceptable Performance Guarantee within the period stated in the Appendix forming part of the Form of Offer and Acceptance shall be sufficient grounds for the Employer to cancel the Contract and no costs incurred by the Contractor in connection with the Contract will be borne by the Employer.

8.6 INSURANCES OF WORKS, ETC.

Add after last paragraph:

"(8.6.8) In the event of any claim arising under the policy or policies held in terms of Clause 8.6, the Contractor shall forthwith take all necessary steps to lodge his claims on the joint behalf of himself and the Employer, and to secure settlement of such claim, and he shall submit to the Engineer copies of all claims and associated documents. The claims submitted by the Contractor shall cover the cost of repairing and making good as required by Sub-Clause 8.2.2.1 above. The policy or policies and the receipt for payment of current premiums shall be produced within 21 days of receipt by the Contractor of acceptance of this Tender".

8.6.1.3 LIABILITY RISK INSURANCE

Add to Sub-Clause 8.6.1.3:

“The amount of insurance required in terms of Clause 8.6.1.3 shall be as stated in the Contract Data, per event, the number of events being unlimited”.

The policy or policies and the receipt for payment of current premiums shall be produced within 21 days of receipt by the Contractor of acceptance of his Tender”.

6.8 VARIATION OF PRICE

Escalation will not be applicable on this contract. Tendered rates shall be deemed to include an allowance for escalation of prices.

6.10.1 CONTRACTOR'S MONTHLY STATEMENT

Add to Clause 6.10.1

“The Contractor is required to submit his statement in a form to be approved by the Engineer”.

Any statement in which materials on site are included shall contain a declaration by the Contractor that the materials on site listed in the statement are owned by the Contractor.

Apart from any declaration made or called for as to ownership, the inclusion of any materials on site in this statement shall in itself be deemed to constitute a warranty by the Contractor that such materials are eligible for payment in terms of Sub-Clause 6.10.2.

10.7 SETTLEMENT OF DISPUTES

The method of determination of disputes shall be by Arbitration.

1.2.1 NOTICES TO THE CONTRACTOR

Add “The Contractor shall furnish to the Engineer his domicilium citandi et executandi for the purpose of any actions or proceedings arising out of or in connection with the Contract. All notices to the Contractor given in writing shall be deemed to have been duly served if delivered or sent by post to his business address or to his representative at the site. The Contractor shall acknowledge in writing by return post any such notice received by him.”

SECTION C

PROJECT SPECIFICATION

SECTION C
PROJECT SPECIFICATION
CONTENTS

SCOPE

STATUS

PORTION 1 – THE WORKS

PS1	GENERAL DESCRIPTION
PS2	DESCRIPTION OF THE WORKS
PS3	ACCESS TO SITE
PS4	SITE FACILITIES
PS5	CURRENCY
PS6	KNOWLEDGE OF CONDITIONS
PS7	COPYRIGHT
PS8	MATERIAL BROUGHT ON SITE
PS9	INSURANCE OF WORKS, ETC
PS10	MONTHLY STATEMENTS
PS11	VARIATION OF PRICE AND QUANTITIES
PS12	FEATURES REQUIRING SPECIAL ATTENTION
PS12.1	Liaison with statutory bodies
PS12.2	Health and Safety regulations
PS12.3	Environmentally sensitive areas
PS12.4	Attendance on outside contractors
PS12.5	Survey beacons and boundary pegs
PS12.6	Requirements of temporary works.
PS12.7	Dayworks
PS13	ALLOWANCE FOR TIME LOST DUE TO INCLEMENT WEATHER
PS14	APPLICABLE STANDARDIZED AND PARTICULAR SPECIFICATIONS

CONTENTS

PORTION 2 – VARIATIONS AND ADDITIONS TO STANDARDIZED SPECIFICATION

PSA GENERAL

PSA1	Silencing of plant
PSA2	Site facilities required
PSA2.1	Offices, storage facilities and camp
PSA2.2	Laboratory facilities
PSA2.3	Sanity facilities
PSA2.4	Telephone facilities
PSA2.5	Fax machine
PSA2.6	Site instruction book
PSA2.7	Survey equipment
PSA2.8	Survey assistants
PSA3	Setting out of the works
PSA4	Special water control
PSA5	Pollution
PSA6	Degree of accuracy
PSA7	Add the following clause...
PSA8	Add the following clause...

PSAB GENERAL (ENGINEER'S OFFICE)

PSAB1	Nameboard
PSAB2	Engineers office
PSAB3	Telephone

PSC SITE CLEARANCE

PSC1	Disposal of material.
PSC2	Dust nuisance.

PSDK GABION

PROJECT SPECIFICATION

SCOPE

This Project Specification is set out in two portions. Portion 1 covers a general description of the project, the facilities available, and the requirements to be met. Portion 2 covers variations and additions to standard specifications that are applicable to the Works.

STATUS

Should any requirement of the Project Specification conflict with any requirements of the standard specifications, the requirement of the Project Specification shall prevail.

PORTION 1 – THE WORKS

PS1 GENERAL DESCRIPTION

This specification covers all necessary work for the construction of the civil engineering works including bulk earthworks and timber, to the development known as “De Mond Nature Reserve Bridge”.

PS2 DESCRIPTION OF THE WORKS

This Project Specification is applicable to all structural works included in this project. This includes, constructing a timber bridge in an ecological sensitive area across the Heuningsnes Rivier Estuary.

PS3 ACCESS TO SITE

The site is situated at the mouth of the Heuningnes River in the Cape Agulhas Local Municipality of the Overberg District Municipality.

PS4 SITE FACILITIES

The Contractor is to supply all offices, stores, toilet facilities etc. as required for the duration of the Contract.

PS5 CURRENCY

It is assumed that all prices quoted are in the currency of South Africa, and shall be inclusive of all taxes such as VAT, or any other tax which may be applicable.

PS6 KNOWLEDGE OF CONDITIONS

The Contractor should familiarize himself with all the requirements of the Contract, including the nature of the Works, the conditions of access and working, local conditions relating to labour and the supply and availability of materials etc., and any other matter which may affect the efficient execution of the Works, before commencing the Works.

Allowance must be made for all such considerations and eventualities in his Price, as any claim made subsequently for extra payment which can be shown to be founded on a lack of knowledge obtainable, shall not be admitted.

PS7 COPYRIGHT

No part of any ‘DeVS – SiVEST (Pty) Ltd’ document issued with this inquiry may be copied, photographed or repeated in any manner or by any process without the written consent of the Engineer. Copyright is reserved on all designs, specifications, patents and patentable designs, systems and processes contained in the documents and drawings.

The person, firm or body to whom these documents are issued or made available shall be held jointly and severally responsible in their personal and corporate capacities for any contravention of the requirements of this clause.

PS8 MATERIAL BROUGHT ON SITE

The Contractor shall not bring onto the site without the written consent of the Engineer any materials or construction plant which are not required for the construction of the Works.

The Contractor shall where practical before delivery, and in any event not later than 24 hours after delivery to the site, inform the Engineer of any materials which are not his sole property.

Materials brought onto site shall remain the property of the Client. The Contractor shall, however, be responsible for safe guarding all materials against theft or damage. Any materials brought onto site which are damaged or stolen shall be replaced by the Contractor at his own cost. No claims for the replacement of such materials shall be entertained.

PS9 INSURANCE OF WORKS, ETC.

All insurance of the Works, including Special Risk Insurance and Party Liability Insurance, shall be allowed for.

PS10 MONTHLY STATEMENTS

The Contractor is to submit monthly statements for work completed. Any statement in which materials on site are included must contain a declaration by the Contractor that all such materials are owned by the Contractor.

PS11 VARIATION OF PRICE AND QUANTITIES

Escalation is not applicable to the prices quoted for the structural Works. Tendered rates are deemed to include an allowance for escalation of prices.

All quantities are subject to a re-measure at the end of the Contract.

PS12 FEATURES REQUIRING SPECIAL ATTENTION

PS12.1 Liaison with statutory bodies

The Contractor is to comply with all the requirements of Cape Agulhas local municipality and any other Departments concerned with this Contract in respect of sanitation, local regulations, accommodation of traffic and any other statute applicable to the Contract.

PS12.2 Health and Safety regulations

The Contractor shall comply with the terms of the Provisions of Section 37(2) of the Occupational and Safety Act No. 85 of 1993 together with the Construction Regulations 2003 as amended. All necessary agreements are to be signed and requirements are to be fulfilled under the requirements this act. A Health and Safety Specification is to be formalized in terms of Clause 4(1)(a), and is to be adhered to at all times. In particular this must include protection along all exposed sides of excavations.

PS12.3 Environmentally sensitive areas

The Contractor is to take note of any environmentally sensitive areas in close proximity to the site. All work shall be carried out in such a way to minimize disturbance to the Environment.

PS12.4 Attendance on outside contractors

Certain work will be performed by outside contractors. This work may be carried out whilst the Contractor is still on site and the Contractor within reason shall provide outside contractors with any pegs and levels required for setting out their work.

The Contractor shall plan his operations in such a way that no delays are caused to his works programme or to the outside contractor concerned, by the execution of these works.

The planning and execution of any minor works, especially earthworks, required by the outside Contractor shall be agreed with the Contractor as early as possible so as to allow the Contractor time to plan and integrate this work into his programme.

Once the outside contractors are on site, the Contractor must liaise with the person in charge with regard to co-ordinating their respective works programme to provide a minimum disruption to the due completion of the works. The Engineer must be informed in writing immediately any difficulty or delays in this regard become apparent, giving dates, operations affected, reasons for delay and any other pertinent information.

All provisions of the document relating to protection of known services shall apply to services laid during the contract period.

PS12.5 Requirements of temporary works

The Contractor shall include in the prices tendered all costs necessary for the maintenance of access, accommodation of traffic, and the safety of workmen and general public for the full duration of the Contract, and the provision of barricades, drums, lights, signposts, flagmen etc. All in accordance with the South African Road Traffic Signs Manual, second edition 1982, as amended, or the requirements of City of Cape town.

PS13 ALLOWANCE FOR TIME LOST DUE TO INCLEMENT WEATHER

Allowance for days lost due to inclement weather must be made in accordance with the main Contract, including remedial action for work arising from such inclement weather.

PS15 APPLICABLE STANDARDIZED AND PARTICULAR SPECIFICATIONS

Although not bound in, or issued with this document, the following Standardized Specification shall form part of the Contract Document, and, notwithstanding the provisions of sub-clause 2.2 of SABS as amended 1200A, the editions specified below shall apply:

SABS 1200A	:	1986	:	General
SABS 1200AB	:	1986	:	Engineers Office
SABS 1200C	:	1980	:	(as amended 1982): Site Clearance
SABS 1200DK	:	1996	:	Gabions and Pitching
SANS 457-3	:	2000	:	(as amended 2002): Gum Pole Timber & treatment.

PORTION 2

VARIATIONS AND ADDITIONS TO SPECIFICATIONS LISTED IN PS15

PSA GENERAL

PSA1 Silencing of plant (sub-clause 4.1)

Noise pollution, in particular from plant, is to be kept to a reasonable level, in accordance with relevant regulations.

PSA2 Site facilities required

PSA2.1 Offices, storage facilities and camp (sub-clause 4.2)

All site facilities shall be as required by the Contractor. No facilities will be required for the Engineer.

Cement must be stored in a separate store room with a raised floor constructed with heavy planks supported on bricks. This storeroom must be completely damp-proof and well ventilated.

No personnel other than a nightwatchman may be housed on the site of the works.

PSA2.2 Laboratory facilities

No on-site laboratory facilities shall be required. The Contractor is to make his own arrangements for testing of materials and compaction. The Engineer will carry out materials and compaction tests as check tests only.

PSA2.3 Sanitary facilities

The Contractor shall provide toilet facilities to the requirements of the Local Authority and maintain same in a sanitary condition.

PSA2.4 Telephone facilities

No site telephone shall be required but the Engineer is to be furnished with a contact telephone number for communicating with the site when required.

PSA2.5 Site instruction book

Throughout the contract period, the Contractor shall keep on the site an A4 size carbon triplicate book to be used for recording site instructions. This book shall be replaced when full as required.

PSA2.6 Survey equipment

The Contractor shall provide the following survey equipment on the site from the commencement to the completion of the Works.

- a) 1 x Tacheometer capable of reading to 20 seconds of arc;
- b) 1 x Engineer's level and level staff graduated metrically;
- c) 1 x steel tape of 30m length.

The survey equipment may be shared by arrangement between the Contractor and the Engineer's representative. The Contractor shall keep the equipment continuously insured against any loss, damage or breakage and he shall indemnify the Engineer and the Employer against any claims in this regard. Upon completion of the whole of the Works, the ownership of the equipment shall revert to the Contractor.

The Contractor shall maintain the equipment in good working order and keep it clean throughout the contract period.

PSA2.8 Survey assistants

Two assistants shall be available to the Engineer at all reasonable times.

PSA3 Setting out of the Works (sub-clause 5.1.1)

At the commencement of the Contract, the Engineer shall hand to the Contractor a drawing showing all beacons and boundary lines. Sufficient pegs have been placed to enable the Contractor to set out the works. Alternatively the contractor shall be issued with enough co-ordinates to enable him to set out the Works.

The Contractor shall be responsible for the final setting out of the works, and shall check all measurements for accuracy and correctness.

Before commencing with the work, the Contractor shall assure himself that the levels and dimensions indicated on the drawings are correct. Any discrepancies shall immediately be reported to the Engineer in writing. Should the Contractor neglect to check the levels indicated on the drawings, they shall be taken to be correct and shall be used in the calculation of the final quantities.

PSA4 Special water control

The rates tendered and paid for all items under this contract shall include for de-watering any excavation and handling of all subsurface water and saturated conditions as specified in SABS 1200A, clause 5.5, unless otherwise indicated.

It is the Contractor's responsibility to keep all excavations sufficiently free from water to allow the execution of the Works, to the satisfaction of the Engineer.

The contractor is to note the sometimes clayey and silty nature of the soil. Any such soil which becomes disturbed and saturated, may need to be removed to spoil off site.

PSA6 Degree of accuracy (sub-clause 6.2)

The works shall be completed to Degree of Accuracy II, unless otherwise specified.

PSAB GENERAL (ENGINEERS OFFICE)

PSAB1 No facilities will be required for the Engineer on site.

PSC SITE CLEARANCE

PSC1 Disposal of material (sub-clause 3.1)

The site is to be cleared and grubbed of all organic material and rubble where required and removed from site to outside dumps. Demolition and grubbing of foundations and underground building structures shall remain the responsibility of the demolitions sub-contractor.

Rates tendered shall include for all costs involved in loading, transporting, dumping of all such materials including all dumping charges.

PSC2 Dust nuisance

The Contractor is to take all precautions necessary to prevent any nuisance due to dust or sand for the full duration of the Contract. All sums tendered shall cover all costs, including labour, materials and plant, required to prevent dust and sand nuisance.

PSDK

GABIONS AND PITCHING

PSDK1

Preparation for gabions

The Contractor shall excavate to levels and positions indicated on the drawings and prepare the gabion bed by leveling by hand if necessary, the bottom and sides and removing all vegetation.

PSDK2

Construct gabions and Reno-mattresses

The Contractor shall construct the gabions and Reno-mattresses to the gabion manufacturers specifications. The stone required shall be included in the rate tendered and shall be round river stone of approximately 200mm diameter.

SECTION D

PARTICULAR SPECIFICATION



CONSULTING ENGINEERS
PART OF THE SiVEST GROUP

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De Mond Nature Reserve Pedestrian Bridge

Structural Timber Specification Document

Project: Marine Pedestrian Bridge Construction

Material: Gum Poles and Stainless Steel Fixings and Decking

1. GENERAL

This specification outlines the requirements for the supply, treatment, handling, and installation of gum poles and stainless steel fixings and timber decking to be used in the construction of a marine bridge. All work shall comply with relevant South African National Standards (SANS), project drawings, and engineer's instructions.

2. MATERIALS

2.1 Gum Poles

- Species: **Eucalyptus/GUM spp**– as per SANS 457-3 – GUM Poles., sustainably sourced.
- Tapered poles, not rounded.
- Poles shall be straight, free from excessive knots, insect damage, decay, or other structural defects.
- Sizes and lengths shall comply with sizes indicated on design drawings.
- Minimum top diameter: 150 mm, unless otherwise specified.
- Ends of poles should be wire tied and/or fixed with nail plates to prevent splitting

All Gum poles shall have minimum grade stress as indicated below: (SANS10163-2)

Nature of Stress	Grade Stress (SABS 457) MPa
Bending	15,3
Tension parallel to grain	10,8
Compression parallel to grain	11,7
Compression perpendicular to grain	3,6
Shear parallel to grain	0,7
Modulus of Elasticity	10 000

Grade stress shall be a derivative of the ultimate strength as described in SABS SM 1122 and SABS 0163.

2.2 Stainless Steel Fixings

- All fixings (bolts, nuts, washers, straps, nails, screws, and clamps) shall be Grade 316 Stainless Steel for durability in marine conditions.
- Bolts: Hex-head or threaded rods cut to size on-site, minimum M12, unless otherwise specified.
- Washers: Flat and spring washers under all bolt heads and nuts.
- No mild steel or galvanized fixings shall be used.

2.3 Timber Decking

- All new timber decking to be GR5 SAP timber decking to match existing sizes, fixed with stainless steel screws.
- Pressure Treated (CCA) to Hazard class H4

3. PRESERVATIVE TREATMENT

3.1 Gum Poles

- Hazard Class: **H6** (marine exposure, including saltwater immersion).
- Poles shall be pressure treated in accordance with **SANS 1288** and **SANS 457-3**.
- Preservative: **CCA** (≥ 16 kg/m³ retention) or approved equivalent for H6 applications.
- Full sapwood penetration is required.

4. WORKMANSHIP

4.1 Handling & Storage

- Timber shall be stacked on timber bearers, off the ground, with spacers to allow ventilation.
- Stainless steel fixings shall be stored in sealed packaging to prevent contamination or corrosion.

4.2 Cutting & Drilling

- Any field cuts, notches, or boreholes shall be re-treated with an approved preservative solution or paste. (Jotun Wood Preserver or similar approved preservative)
- Drill holes shall be clean and correctly sized to avoid splitting.

5. INSTALLATION

5.1 Gum Poles (Piles & Substructure)

- Poles shall be driven to refusal or to the founding depth specified by the engineer.
- Alignment tolerance: $\pm 2^\circ$, vertical tolerance: ± 50 mm.

5.2 Stainless Steel Fixings

- All bolts shall be installed with washers under heads and nuts.
- Nuts shall be double-nutted or fitted with locking washers where vibration may occur.
- Care shall be taken to avoid dissimilar metal contact to prevent galvanic corrosion.

6. QUALITY CONTROL

- Supplier shall provide **treatment certificates** for all gum poles, confirming compliance with SANS 1288.
- Manufacturer's certificates shall be provided for all stainless steel fixings, confirming **316 grade compliance**.
- Engineer may request preservative retention and penetration verification tests.
- Any material not meeting specification shall be rejected and replaced at no cost to the client.

7. HEALTH & SAFETY

- PPE (gloves, masks, protective clothing) shall be used when handling treated timber.
- Waste timber and sawdust shall be disposed of in compliance with environmental regulations.
- Stainless steel drilling and cutting operations shall follow safe work practices.
- Contractor must provide OHS plan.

8. SANS CODES

- **SANS 457-3:** Eucalyptus poles
- **SANS 1288:** Preservative treatment of timber
- **SANS 10163:** Structural use of timber
- **SANS 10005:** Preservative treatment of timber
- **SANS 1700:** Stainless steel fasteners
- Project drawings and engineer's design specifications.

SECTION E

PREAMBLE TO SCHEDULE OF QUANTITIES

&

SCHEDULE OF QUANTITIES

**PREAMBLE TO
SCHEDULE OF QUANTITIES**

1. The General Conditions of Contract, the Special Conditions of Contract, the Specifications, (including the Project Specification) and the drawings are to be read in conjunction with the Schedule of Quantities.
2.
 - a) Although the Tenderer is at liberty to insert a rate of his own choosing for each item in the Schedule, his attention is drawn to the fact that the Contractor has the right, under various circumstances, to payment for additional works carried out, and that the Engineer is obliged to base his assessment of the rates to be paid for such additional work on the rates inserted in the Schedule by the Contractor.
 - b) Attention is drawn to Clause 47 of the General Conditions of Contract and the Contractor must not order the quantities of materials stated in the Schedule of Quantities until he has confirmed from the construction drawings and measurements on Site such quantities are in fact the correct quantities.
3. Quantities are all measured in accordance with the "Standard Method of Measurement of Civil Engineering Quantities".
4. The quantities as denoted in the Schedule have been calculated as per the Drawings and Specification. Certain quantities may however require alterations as directed by the Engineer during the period of the Works.
5. The prices and rates to be inserted in the Schedule of Quantities are to be full inclusive prices to the Employer for the work described under the several items. Such prices shall cover all costs and expenses that may be required in and for the construction of the work described, and shall cover the cost of all general risk, liabilities and obligations set forth or implied in the documents on which the Tender is based.
6. A price or rate is to be entered against each item in the Schedule of Quantities, whether the quantities are stated or not. An item against which no price is entered will be considered to be covered by other prices or rates in the Schedule.
7. The Tenderer must price each item in the Schedule of Quantities in BLACK INK.
8. The Tenderer is to ensure that there are not missing pages (pages have been numbered in numerical order). Should any pages be missing, the Engineer is to be notified immediately.

STRUCTURAL WORKS
SCHEDULE OF QUANTITIES

SECTION A : PRELIMINARY AND GENERAL

ITEM	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	SABS 1200A	SECTION A : PRELIMINARY AND GENERAL				
A.1	8,3	FIXED-CHARGE ITEMS:				
A.1.1	8.3.1	Contractual Requirements	Sum	1		
A.1.2	8.3.2.1	Facilities for the engineer:				
A.1.3		a) Office with desk and chair	Sum	1		
A.1.4		b) Nameboard (1No. 3.0m x 2.2m)	Sum	1		
A.1.5		c) Overheads, charges and profits on A.1.5 above	%			
A.1.6		d) Meeting room (minimum 10 persons, shared use with Contractor)	Sum			
A.1.7		e) Ablution and latrine facilities (shared with Contractor)	Sum			
A.1.8		f) Survey equipment and assistants, including DCP (shared with Contractor)	Sum			
	8.3.2.2	Facilities for the contractor:				
A.1.9		a) Offices and storage sheds	Sum			
A.1.10		b) Ablution and latrine facilities	Sum			
A.1.11		c) Tools and equipment	Sum			
A.1.12		d) Water supply, electric power and communications	Sum			
A.1.13		e) Dealing with water (sub-clause 5.5)	Sum			
A.1.14		f) Access (sub-clause 5.8)	Sum			
A.1.15		g) Establishment of Plant on Site	Sum	1		
A.1.16	8.3.3	Other Fixed-Charge Obligations, including all insurance whatsoever to be provided by the contractor	Sum			
A.1.17	8.3.4	Remove Engineer's and Contractor's Site Establishment on Completion	Sum			
	PS 13.2	Occupational health and safety act				
A.1.18		a) Comply with Occupational Health and Safety Specification attached, plus all other requirements of relevant health and safety regulations.	Sum			
A.1.19		b) Comply with Environmental,Tree protection & preservation specifications and Stormwater management requirements, plus all other requirements of relevant regulations.	Sum			
Total Carried Forward To Summary						

SECTION A : PRELIMINARY AND GENERAL

ITEM	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
Brought Forward						
A.2	8,4	TIME-RELATED ITEMS	Sum			
A.2.1	8.4.1	Contractual Requirements	Sum			
	8.4.2	Operate and maintain Facilities on Site:				
	8.4.2.1	Facilities for the engineer for the duration of the contract:				
A.2.2		a) Office with desk and chair	Sum			
A.2.3		b) Nameboard (1No., 3.0m x 4.0m)	Sum			
A.2.4		c) Meeting room (Minimum 10 persons, shared use with Contractor)	Sum			
A.2.5		d) Ablution and latrine facilities (shared with Contractor)	Sum			
A.2.6		e) Survey equipments and assistants including DCP (shared with Contractor)	Sum			
	8.4.2.2	Facilities for the contractor for the duration of the contract				
A.2.7		a) Offices and storage sheds	Sum			
A.2.8		b) Ablution and latrine facilities	Sum			
A.2.9		c) Tools and equipment	Sum			
A.2.10		d) Water supply, electric power and communications	Sum			
A.2.11		e) Dealing with water (sub-clause 5.5).	Sum			
A.2.12		f) Access (sub-clause 5.8)	Sum			
A.2.13		g) Plant	Sum			
A.2.14		h) Night watchman and security facilities.	Sum			
A.2.15	PSA5	i) Prevention of sand and dust nuisance.	Sum			
	PS 13.7	Land Survey Act				
A.2.16		a) Search for and record all plot boundary pegs, bench marks etc. and expose on completion of work.	Sum			
A.2.17		b) Protect pegs located under (a) above.	Sum			
Total Carried Forward To Summary						

SECTION A : PRELIMINARY AND GENERAL

ITEM	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
Brought Forward						
A.2.18	PS 13.2	Occupational Health and Safety Act a) Comply with Occupational Health and Safety Specification attached, plus all other requirements of relevant health and safety regulations.	Sum			
A.1.19		b) Comply with Environmental, Tree protection & preservation specifications and Stormwater management requirements, plus all other requirements of relevant regulations.	Sum			
A.2.20		Wayleave applications	Sum			
A.3	8,5	SUMS STATED PROVISIONALLY BY THE ENGINEER				
A.3.1	8.5.2	Material check testing as ordered by the Engineer (Provisional)	Sum			
A.3.2		Overheads, charges and profit on item A.3.1	%			
A.4	8,7	TEMPORARY WORKS				
A.4.1	PS13.5	Accommodation of Traffic and maintaining traffic plans	Sum			
A.4.2		Supply surveyed as built information	Sum			
Total Carried Forward To Summary						

SECTION B : SITE CLEARANCE

ITEM	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	SABS 1200C	SECTION B : SITE CLEARANCE				
B.1		CLEAR SITE				
	8.2.8	Demolish and remove structures :				
B.1.1		Existing gum posts to be removed once new posts and bracing are in place.	No	34		
B.1.2		Existing timber bracing to be removed.	No	51		
B.1.3		Existing decking planks to be removed.	m²	190		
B.1.4		Existing timber bearers to be removed.	No	48		
B.1.5		Existing tension cables to be re-used.	No	4		
Total Carried Forward To Summary						

SECTION C : TIMBER

ITEM	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	SANS 457-3	SECTION C : TIMBER				
C.1		New 200mm dia – 225mm dia posts, ±9m long H6 tanalised treated gum 457.	No	44		
C.2		New 150mm dia, ±5.2m long H4 timber Bearers.	No	11		
C.3		Re-use 150mm dia, ±5.2m long H4 timber bearers.	No	40		
C.4		Ex.gum vertical poles repurposed as horizontal timber bracing, ±1.65m long	No.	69		
C.5		Ex.gum vertical poles repurposed as diagonal timber bracing, ±1.955m long	No.	46		
C.6		38x76/114mm Heavy duty timber decking planks, 2.2m long	m²	190		
C.7		New 200mm dia – 225mm dia, ±3m long H5 timber anchor bearers	No.	2		
Total Carried Forward To Summary						

SECTION D : GABION AND PITCHING

ITEM	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
D.1	SABS1200DK	SECTION D : GABION AND PITCHING				
		GABIONS				
D.1.1	8.2.1	Surface preparation for bedding of gabions and reno-mattress	m ²	25		
	8.2.2	Construct gabions using PVC coated welded 3mm wire (heavy duty), with 50 square mesh and stone infill.				
D.1.2		a) Gabions of size 1m x 1m	m ³	30		
Total Carried Forward To Summary						



CONSULTING ENGINEERS
PART OF THE SiVEST GROUP

SCHEDULE OF QUANTITIES – ROADS AND SERVICES
DE MOND PEDESTRIAN TIMBER BRIDGE
JOB NO: 2500

DeVS – SiVEST (Pty) Limited
16 Chester Road | P O Box 625
Rondebosch 7701, Cape Town, South Africa
Telephone: 021 689-2377 | Email: devs@devs.co.za

REVISION: C

SUMMARY PAGE

SECTION		FROM PAGE	AMOUNT
A	PRELIMINARY AND GENERAL	1-3	
B	SITE CLEARANCE	4	
C	TIMBER	5	
D	GABIONS & PITCHING	6	
NET TOTAL OF TENDER EXCLUDING VAT			

SECTION F

CONSTRUCTION METHOD STATEMENT



CONSULTING ENGINEERS
PART OF THE SiVEST GROUP

DeVS – SiVEST (Pty) Limited

16 Chester Road | P O Box 625
Rondebosch 7701, Cape Town, South Africa
Telephone: 021 689-2377 | Email: devs@devs.co.za

CAPE NATURE DE MOND NATURE RESERVE BREDASDORP

CONSTRUCTION METHOD STATEMENT

The details and design in this project specification are copyright and remain
the property of DEVS-SIVEST
Project No. 2500
Revision A
11 JULY 2025

CLIENT:

Name of Client	Cape Nature
Contact Person	Ramese Mathew
Address	Volstruis RD, Bridgetown, Cape Town, 7769
Telephone No/ Cell No.	087 087 9262/3175
E-Mail	rmathews@capenature.co.za

COMPILED BY:

Consulting Engineers	DeVS-SiVest (Pty) Ltd
Contact Person	Munier Salie (ECSA No. 2020300740)
Address	16 Chester Road, Rondebosch Cape Town
Telephone No. / Cell No.	(021) 689 2377 / 082 2277 620
E-mail	munier@devs.co.za

TABLE OF CONTENTS

1. INTRODUCTION	3
2. OBJECTIVES	3
3. SCOPE OF WORKS	3
4. ENVIRONMENTAL CONSIDERATIONS	3
5. CONSTRUCTION METHODOLOGY	3
6. WASTE MANAGEMENT	4
7. HEALTH AND SAFETY	4
8. MONITORING AND REPORTING	5

1. INTRODUCTION

DeVS-SiVEST Consulting Engineers was appointed by Cape Nature to compile a Construction Method Statement for the proposed construction of a Pedestrian Timber Bridge within the De Mond Nature Reserve

This method statement outlines the procedures and environmental safeguards for constructing a timber bridge in an ecologically sensitive area across the Heuningsnes Rivier Estuary.

2. OBJECTIVES

- a) To construct a structurally sound timber bridge.
- b) To minimize environmental disturbance.
- c) To comply with all relevant environmental regulations and permits.
- d) To ensure safety of personnel and wildlife.

3. SCOPE OF WORKS

- a) Site preparation and access
- b) Installation of temporary environmental protection measures.
- c) Foundation and substructure works.
- d) Superstructure (timber deck and railings) installation.
- e) Site restoration and demobilization.

4. ENVIRONMENTAL CONSIDERATIONS

- a) Permits & Approvals: All necessary environmental permits will be obtained before work begins.
- b) Ecological Surveys: Pre-construction surveys will identify sensitive species and habitats.
- c) Buffer Zones: Clearly marked no-go zones will protect critical habitats.
- d) Timing: Construction will avoid breeding or migration seasons of local wildlife.

5. CONSTRUCTION METHODOLOGY – Refer to drawing 2500-S-01

a. Site Access & Preparation

- (1) Use existing access routes where possible
- (2) Lay temporary access mats to prevent soil compaction and erosion.
- (3) Install silt fences and sediment traps to protect watercourses
- (4) Set up straight grid lines of new pole positions(A and B) across river and mark positions for new piles/poles as per structural drawings.. New poles approx. 500-700 from existing poles along grids A and B

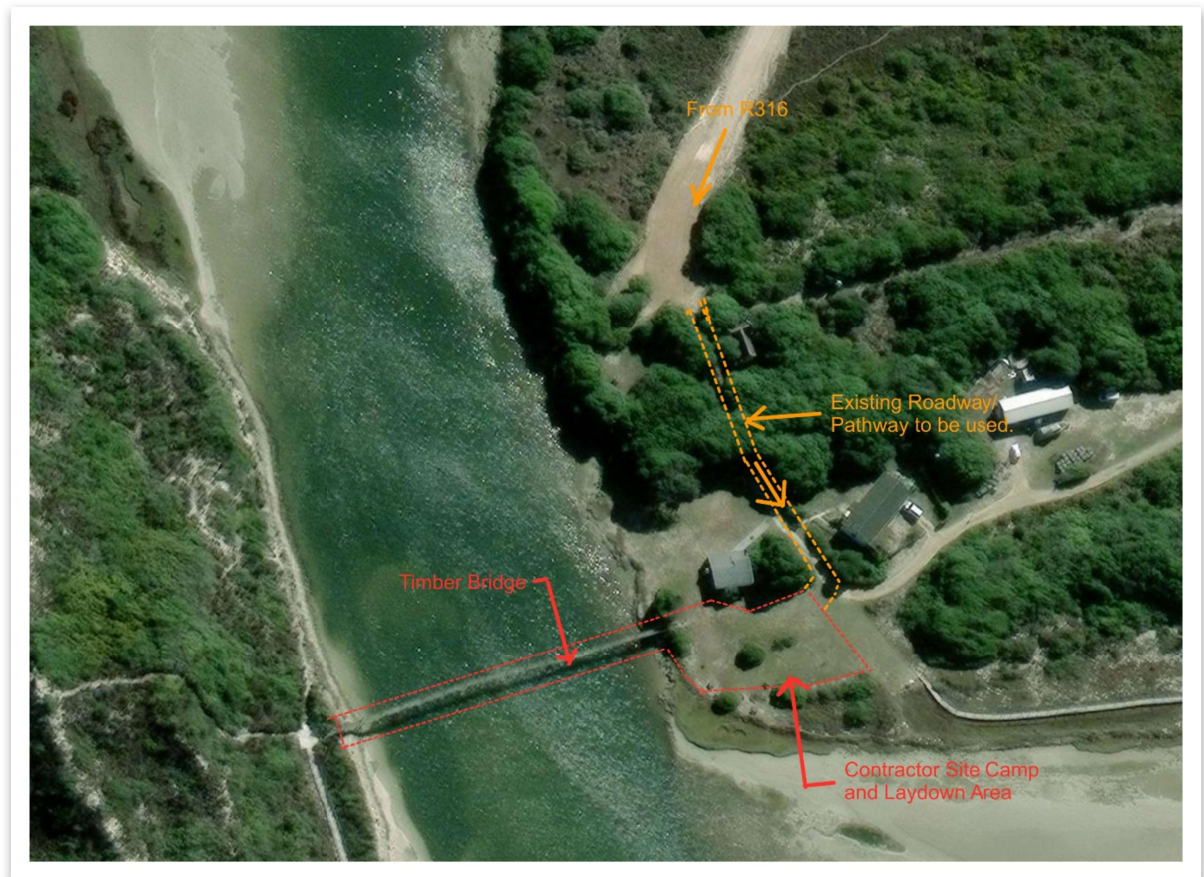


Figure:1-Construction Camp & Access

b. Foundation, Substructure & Superstructure Installation

- (1) Start at grid 17 working towards Grid 1 and install new jet piles (Type A) from existing bridge.
- (2) Piles to jetted 3m into river bed.
- (3) Install new ties, bracing and bearer below walkway once new piles are installed.
- (4) Repeat steps 2,3 at Grid 16
- (5) Repeat steps 2,3 at Grid 15
- (6) Install 3x new pole joists at between grids 17-16
- (7) (Team B working behind Team A)
- (8) Remove existing decking and piles/poles where new piles have been installed
- (9) Re-use upper portions of old piles for bracing in new bays – if there is no sign of degradation
- (10) Decking installed on new joists as per drw 2500-S-01 (decking re-use TBC) allow 50% new
- (11) Repeat steps 2-7 above with 2 teams working across the river towards Grid 1
- (12) Team B to work 3 bays behind team A
- (13) Once new walkway is complete, install plastic coated gabion wire cages around bases of newly installed poles/piles between grids 9 -14, and fill with rocks as per structural drawings.

c. Environmental Protection Measures

- (1) Spill kits and containment booms on-site at all times.
- (2) No refueling or maintenance of machinery within 50 meters of water bodies or as stipulated by Cape Nature.
- (3) Daily environmental inspections and reporting.

6. WASTE MANAGEMENT

- a) All waste materials will be removed from site daily or as directed by client.
- b) Timber off-cuts will be reused or recycled.
- c) No burning of waste on-site.

7. HEALTH AND SAFETY

- a) All personnel will receive environmental and safety induction
- b) PPE will be worn at all times.
- c) Emergency response plan in place for environmental incidents.

8. MONITORING AND REPORTING

- a) Daily logs of environmental conditions and construction activities.
- b) Weekly reports submitted to environmental officer or authority.
- c) Post-construction ecological assessment.

SECTION G

CONTRACT DATA

FORM OF OFFER AND ACCEPTANCE

(Agreement)

Offer

The Employer, identified in the Acceptance signature block, has solicited Offers to enter into a Contract in respect of the following works:

.....

The Tenderer, identified in the Offer signature block, has examined the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, and by submitting this Offer has accepted the Conditions of Tender.

By the representative of the Tenderer, deemed to be duly authorized, signing this part of this form of Offer and Acceptance, the Tenderer offers to perform all of the obligations and liabilities of the Contractor under the Contract including compliance with all its terms and Conditions according to their true intent and meaning for an amount to be determined in accordance with the Conditions of Contract identified in the Contract Data.

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

Rand (in words)

.....

Rand (in figures)

.....

This Offer may be accepted by the Employer by signing the Acceptance part of this form of Offer and Acceptance and returning one copy of this document to the Tenderer before the end of the period of validity stated in the Tender Data, whereupon the Tenderer becomes the party named as the Contractor in the Conditions of Contract identified in the Contract Data.

For the Tenderer

Signature(s)

Name(s)

Capacity

Name and address of organization

.....

.....

Name and signature of witness

Signature

Name(s)

Capacity

Acceptance

By signing this part of this form of Offer and Acceptance, the Employer identified below accepts the Tenderer's Offer. In consideration thereof, the Employer shall pay the Contractor the amount due in accordance with the Conditions of Contract identified in the Contract Data. Acceptance of the Tenderer's Offer shall form an Agreement between the Employer and the Tenderer upon the terms and Conditions contained in this Agreement and in the Contract that is the subject of this Agreement.

The terms of the Contract are contained in:

- Part C1: Agreements and Contract Data (which includes this Agreement)
- Part C2: Pricing Data
- Part C3: Scope of work
- Part C4: Site information

and drawings and documents or parts thereof, which may be incorporated by reference into the above listed Parts 1 to 4 above.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto as listed in the Tender Schedules as well as any changes to the terms of the Offer agreed by the Tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of Agreement. No amendments to or deviations from said documents are valid unless contained in this Schedule, which must be duly signed by the authorised representative(s) of both parties.

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, or just after, the date this Agreement comes into effect. Failure to fulfill any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

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

For the Employer

Signature(s)

Name(s)

Capacity

Name and address of organisation

.....
.....

Name and signature of witness

Signature

Name

Date

Schedule of Deviations

Notes:

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

1. Subject
Details
2. Subject
Details

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

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

For the Tenderer

Signature(s)
Name(s)
Capacity

Name and address of organisation

.....
.....

Name and signature of witness

Signature.....
Name
Date

For the Employer

Signature(s)
Name(s)
Capacity

Name and address of organisation

.....
.....

Name and signature of witness

Signature

Name

Date

CONFIRMATION OF RECEIPT

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

the.....(day)

of(month)

20.....(year)

at(place)

For the Contractor:

.....
Signature

.....
Name

.....
Capacity

Signature and name of witness:

.....
Signature

.....
Name

CONTRACT DATA

CONTRACT DATA FOR

PART 1 : DATA PROVIDED BY THE EMPLOYER**CONDITIONS OF CONTRACT**

The General Conditions of Contract for Construction Works, Second Edition, 2010, published by the South African Institution of Civil Engineering, Private Bag X200, Halfway House, 1685, is applicable to this Contract and is obtainable from www.saice.org.za

CONTRACT SPECIFIC DATA

The following contract specific data, referring to the General Conditions of Contract for Construction Works, Second Edition, 2010, are applicable to this Contract:

Clause 1.1.1.13:

The Defects Liability Period is **1 Year**.

Clause 1.1.1.14:

The time for achieving Practical Completion is **months**.

Clause 1.1.1.15:

The name of the Employer is:

Clause 1.1.1.26:

The Pricing Strategy is: **Re-measurement**

Clause 1.2.1.2:

The address of the Employer is:

Physical address:

Postal address:

E-mail address:

Clause 1.1.1.16:

The **Engineer**, referred to in the documents, is the firm of DeVS - SiVEST (Pty) Ltd acting through a director, an associate or an official authorized thereto in writing.

The name of the Engineer is: **Mr M Salie**

Clause 1.2.1.2:

The address of the Engineer is:

Physical address: **16 Chester Road
Rondebosch
7700**

Postal address: **P O Box 625
Rondebosch
7701**

E-mail address: **Munier@devs.co.za**

Clause 5.3.1:

The documentation required before commencement with Works execution is:

- (1) Health and Safety Plan (Refer to Clause 4.3)
- (2) Initial programme (Refer to Clause 5.6)
- (3) Security (Refer to Clause 6.2)
- (4) Insurance (Refer to Clause 8.6)

Clause 5.3.2:

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

Clause 5.8.1:

The non-working days are: **Sundays**

The special non-working days are: **Public holidays**

The year end break commencing on `T.B.C.

Clause 5.13.1:

The penalty for failing to complete the Works is **R10 000 per calendar day**.

Clause 5.16.3:

The latent defects period is **1 year**

Clause 6.10.1.5:

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

Clause 6.10.3:

The limit of retention money is **10% of Contract Sum**.

Clause 8.6.1.1.2:

The value of Plant and materials supplied by the Employer to be included in the insurance sum is **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 **R50 000.00**.

Clause 8.6.1.3:

The limit of indemnity for liability insurance is **R5 000 000.00**

PERIOD OF VALIDITY OF TENDER

90 days from closing date for submission of tenders, excluding builders' holidays.

ADDITIONAL CONDITIONS OF CONTRACT

Add the following clause after clause 10

Clause 11: Details to be confidential

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

Optional data

Clause 1.3.2

The governing law is **law of South Africa**.

Clause 8.6.1.2

A Coupon Policy for Special Risks Insurance issued by South African Special Risks Insurance Association is not required.

Clause 8.6.5

The insurances shall be effected with an insurance company registered in **South Africa**.

Clause 10.7.1

The determination of disputes shall be by arbitration.

DATA PROVIDED BY THE CONTRACTOR

Clause 1.1.1.9:

The name of the Contractor is

Clause 1.2.1.2:

The address of the Contractor is

Physical address:.....

.....

Postal address:

.....

Telephone number Fax number

E-mail address:

Clause 1.1.1.14:

The time for achieving Practical Completion of the whole of the Works is.....**days**

Clause 6.2.1

The security to be provided by the Contractor shall be one of the following:

Type of Security	Contractor's choice. Indicate "YES" or "NO"
Cash deposit of 10% of the Contract Sum	N/A
Performance guarantee of 10% of the Contract Sum	N/A
Retention of 10% of the value of the Works	
Cash deposit of .....of the Contract Sum plus retention of% of the value of the Works	N/A
Performance guarantee of% of the Contract Sum plus retention of% of the value of the Works	N/A

[illegible]

EVIDENCE OF EXPERIENCE OF TENDERER

The following is a statement of major works successfully executed by myself / ourselves (vide Clause A10 of the Conditions of Tender).

AUTHORITY FOR WHOM WORK WAS PERFORMED	NATURE OF WORK	VALUE OF WORK	YEAR COMPLETED

DATE:

SIGNATURE OF TENDERER:

PLANT AVAILABLE FOR USE ON THE WORKS

The following are lists of major items of plant and equipment that I/We have available immediately for this contact and that I/We will acquire for this Contract if my/our Tender is accepted and I/We further undertake that if my/our Tender is accepted, such plant and equipment will be on the Works available for use.

MAJOR PLANT AND EQUIPMENT IMMEDIATELY AVAILABLE FOR THIS CONTRACT (to be given in detail)

QUANTITY	DESCRIPTION, SIZE, CAPACITY, ETC.

DATE:

SIGNATURE OF TENDERER:

DAYWORK SCHEDULE

Tenderers shall insert in the Daywork Schedule the percentage which they propose to claim for labour and on the actual cost of material and shall state the rates for the hire of such mechanically-operated plant as are listed. The labour and materials percentage and rates of hire shall include for all items as detailed in the Standard Method of Measurement, CEQ73, Chapter VII Clauses 21.6 and 21.7. Hire rates shall include for fuel and operator.

- a) Labour: Percentage of nett cost of labour%
- b) Material: Percentage of nett cost of materials delivered on site%
- c) Plant Rate for hire of: (insert details and rates)
- | | | |
|---|----------|-------|
| Excavators | 50KW Min | ..... |
| | 93KW Min | ..... |
| Wheel Digger Loader (50kw min) |  | ..... |
| Front End Loader (Min. 2cu.m bucket) |  | ..... |
| Vibrating Walk Behind Roller (1-1.5 tons) |  | ..... |
| Vibrating Self Propelled Roller (7 – 10 tons) |  | ..... |
| Water Cart (9000 R) |  | ..... |
| Tip-up Truck (5 - 7 tons) |  | ..... |

DATE:.....

SIGNATURE OF TENDERER:

Note: If the above allowances in respect of Day works (GCC Clause 6.5)) are not stated by the Tenderer, the percentage will be held to be:

40% on the nett disbursement in wages
30% on the nett cost of materials

CERTIFICATE OF INSPECTION OF SITE

FAMILIARITY WITH CONDITIONS OF TENDER / CONTRACT

I, the authorized
representative of do hereby certify that
on I visited the Site of the Works after studying these documents.

I have inspected the site thoroughly, and am fully aware of any conditions which will affect the work
and cost of the works. I have satisfied myself as the nature and type of sub-strata conditions to be
expected.

I further certify that I am satisfied with the description of the works and with the Engineer's
explanations and answers to my queries. I fully understand the scope of the work and the manner in
which it must be executed.

I have studied the following Documents relating to this project:

General and Special Conditions of Tender and Contract
Specifications
Tender Drawings
Bill of Quantities
Standard "General Conditions of Contract (2010)"

and am fully conversant with their contents.

DATE:.....**REPRESENTATIVE:**

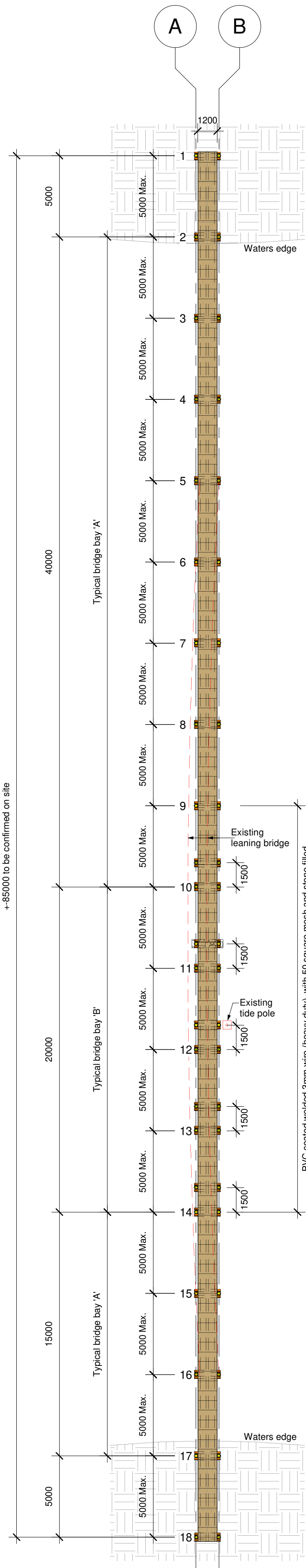
for and on behalf of Tenderer / Contractor

DATE:.....**REPRESENTATIVE:**

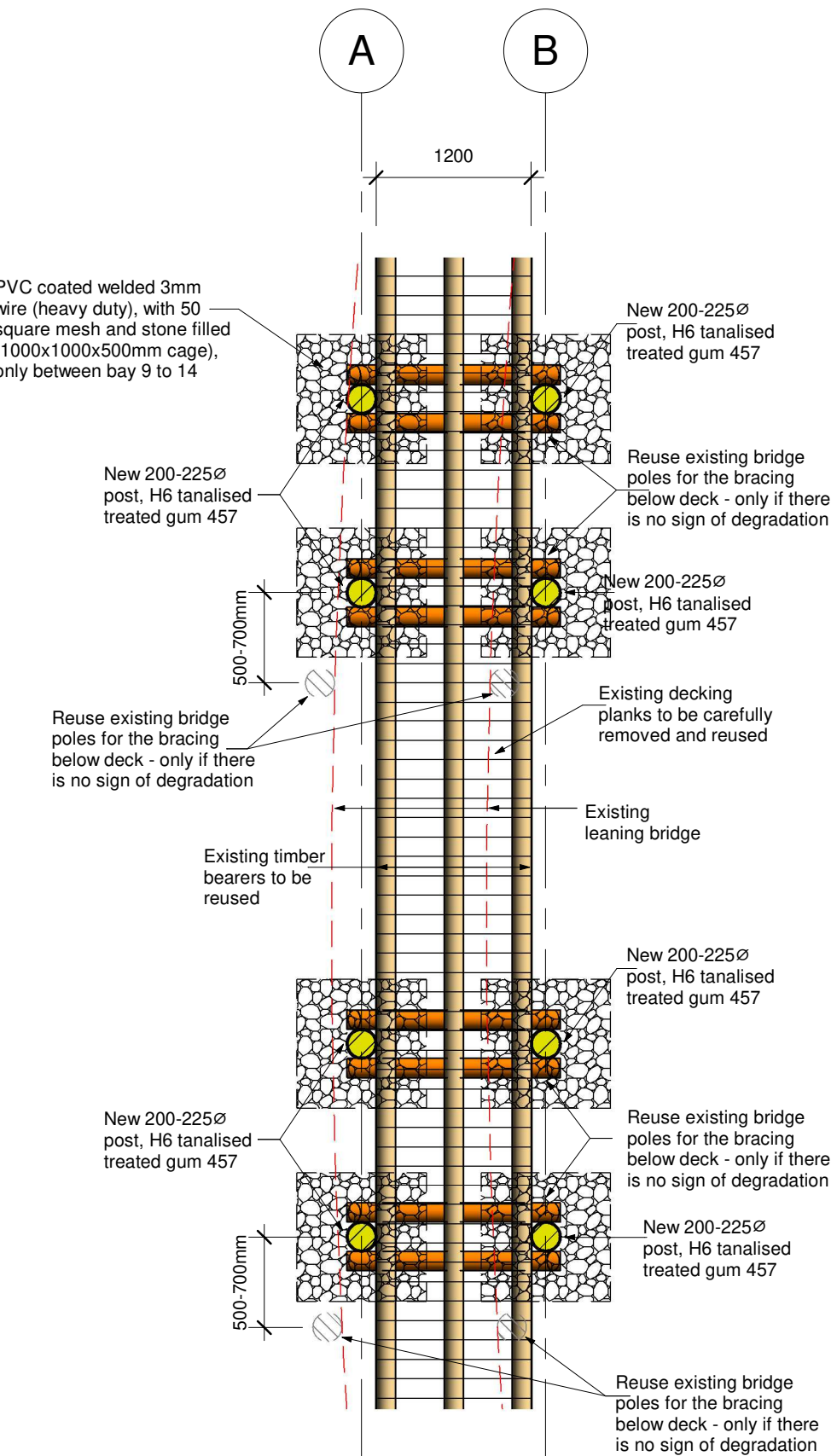
for and on behalf of the Employer.

SECTION H

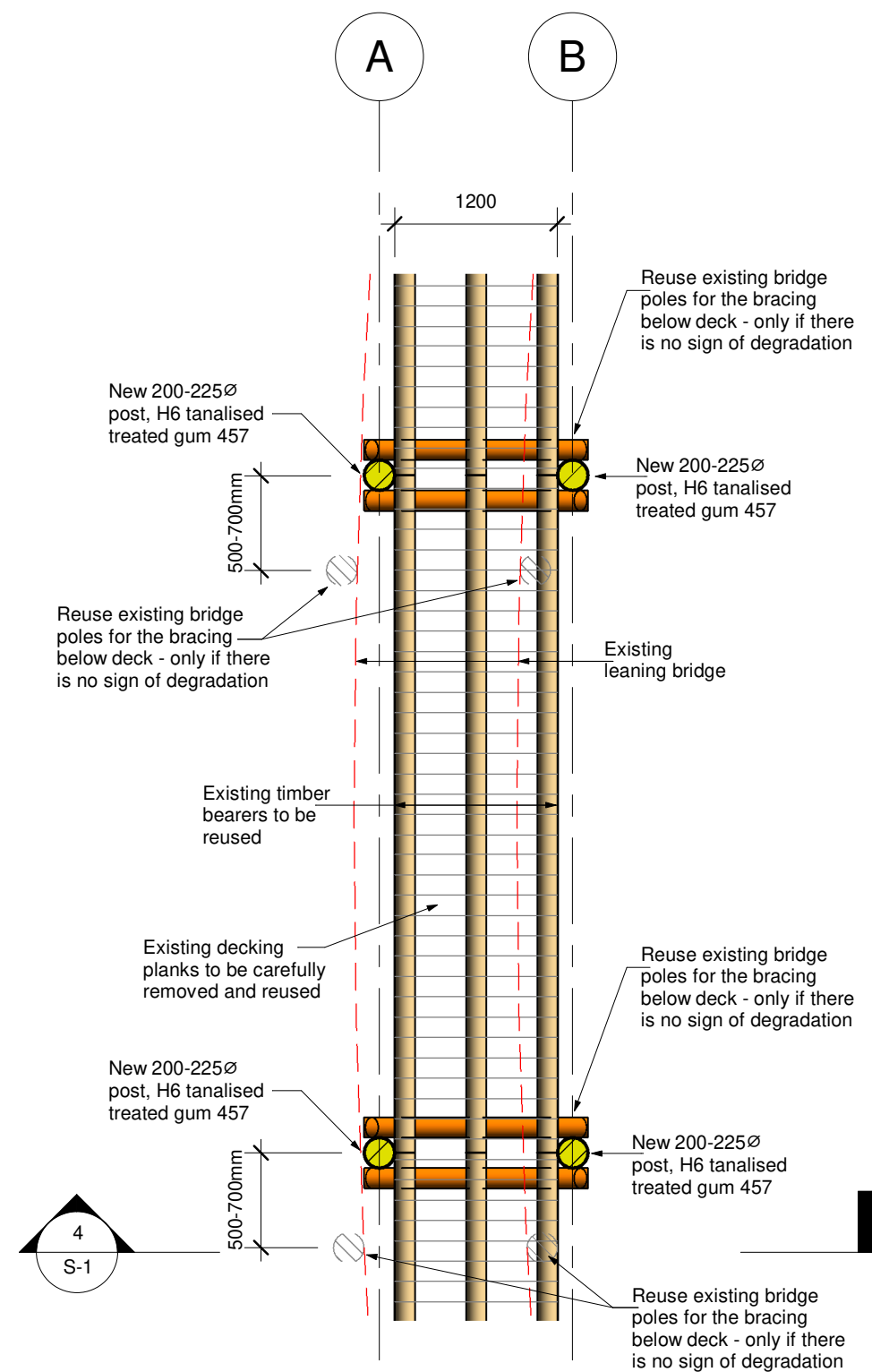
STRUCTURAL DRAWING



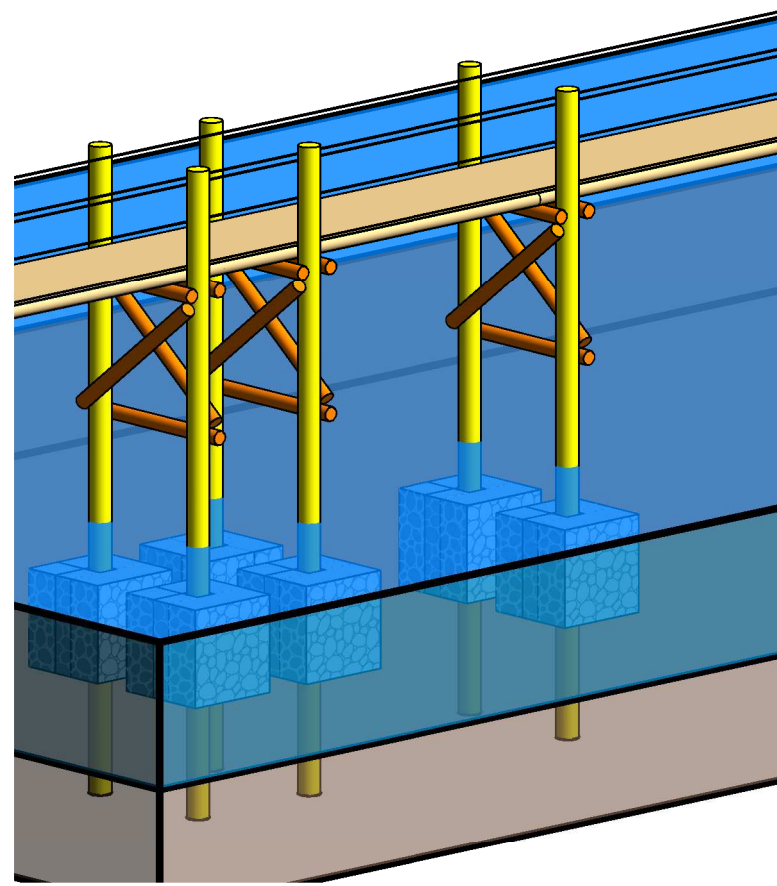
1 Overall Bridge Plan
1 : 200



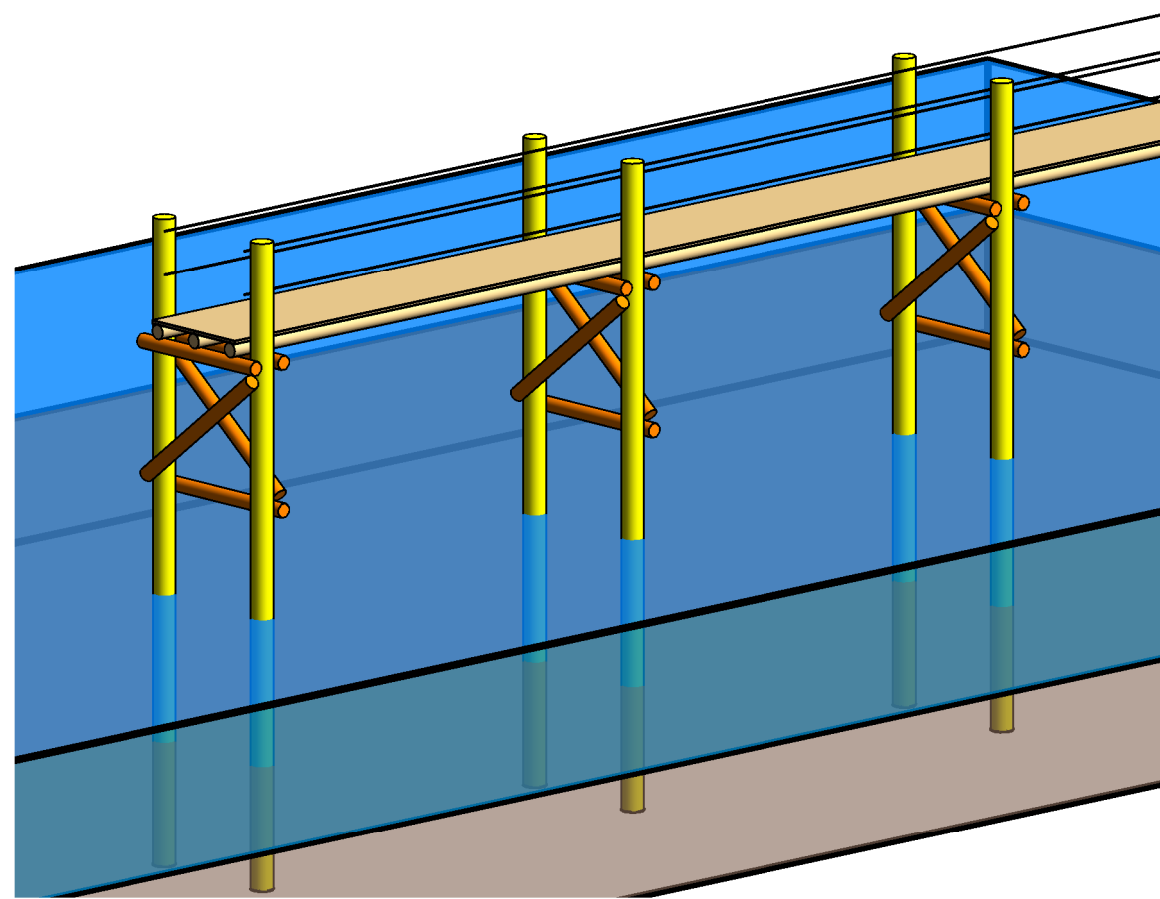
3 Typical bridge bay 'B' plan
1 : 50



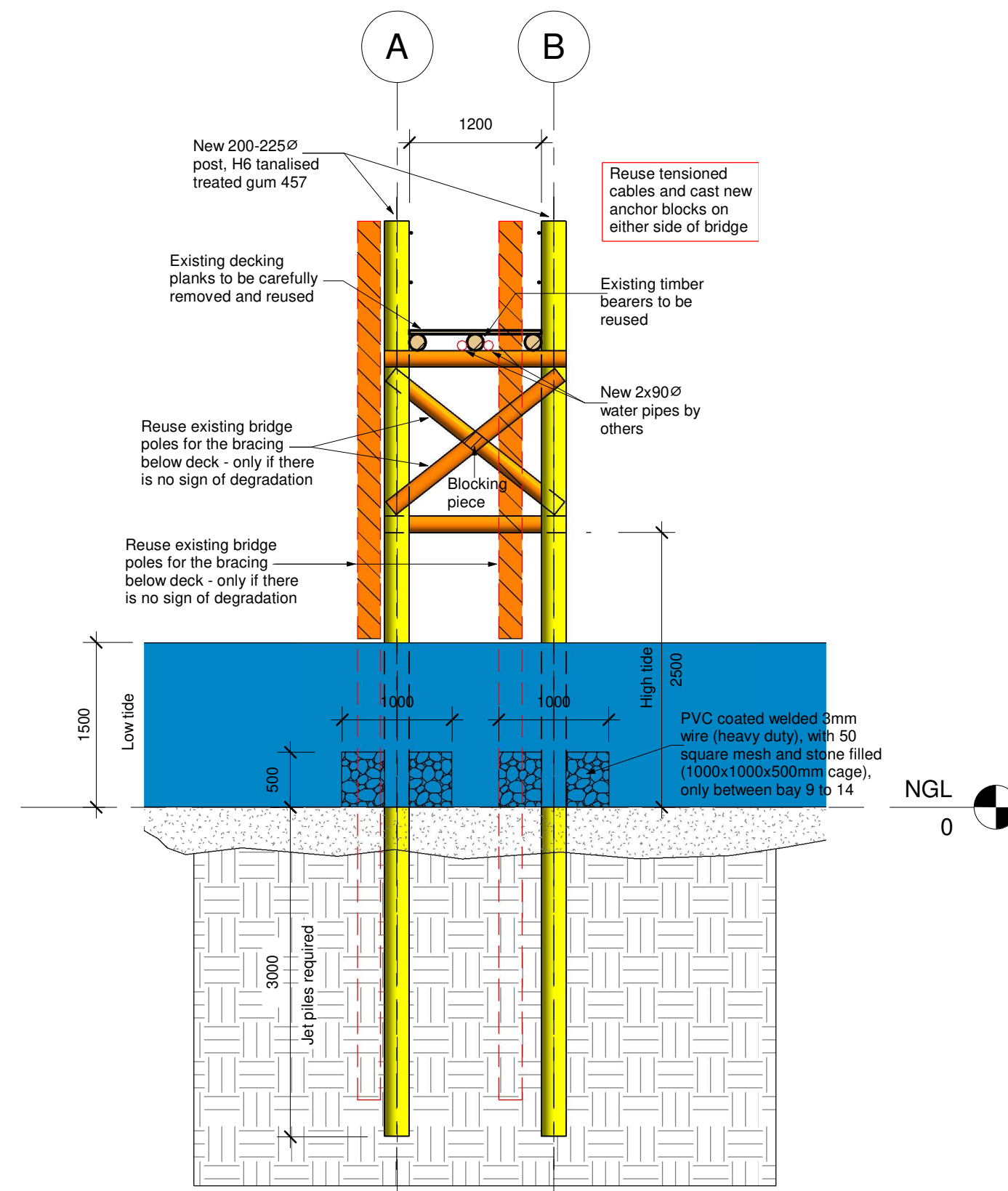
2 Typical bridge bay 'A' plan
1 : 50



6 3D Section bay 'B'



5 3D Section bay 'A'



4 Typical Section
1 : 50

General Comments

- New poles/piles/bridge to be constructed from the existing bridge.
- Existing bridge to be demolished in sections after installation of new poles/piles and bracing (behind new construction).
- Existing piles upper portions can be re-used as bracing for new bridge structure, diagonal members and low tie member.
- Remedials to be done from east side of river towards west side.
- Note material specifications on drawing 2500-S-01

Construction Methodology – refer to drawing 2500-S-01

- Set up straight grid lines of new pole positions(A and B) across river and mark positions for new piles/poles as per structural drawings.
 - New poles approx. 500-700 from existing poles along grids A and B.
- Start at grid 17 working towards Grid 1 and install new jet piles (Type A) from existing bridge.
 - Piles to jettied 3m into river bed.
- Install new ties, bracing and bearer below walkway once new piles are installed.
- Repeat steps 2,3 at Grid 16
- Repeat steps 2,3 at Grid 15
- Install 3x new pole joists at between grids 17-16
 - (Team B working behind Team A)
- Remove existing decking and piles/poles where new piles have been installed
 - Re-use upper portions of old piles for bracing in new bays – if there is no sign of degradation
 - Decking installed on new joists as per drw 2500-S-01 (decking re-use TBC) allow 50% new
- Repeat steps 2-7 above with 2 teams working across the river towards Grid 1
 - Team B to work 3 bays behind team A
- Once new walkway is complete, install plastic coated gabion wire cages around bases of newly installed poles/piles between grids 9 -14, and fill with rocks as per structural drawings.

NOTES

- GENERAL
- THIS DRAWING IS TO BE READ IN CONJUNCTION WITH ALL ARCHITECTS DRAWINGS AND SPECIFICATIONS, AND ENGINEERS DRAWINGS AND SPECIFICATIONS.
 - ALL DETAILS AND DIMENSIONS SHOWN ON THIS DRAWING ARE SUBJECT TO CONFIRMATION ON SITE, AND DURING CONSTRUCTION.
 - ALL CONSTRUCTION AND MATERIALS TO BE IN ACCORDANCE WITH THE REQUIREMENTS OF SANS 10400 "THE APPLICATION OF NATIONAL BUILDING REGS.
 - IT IS THE CONTRACTORS RESPONSIBILITY TO ENSURE THAT HE UNDERSTANDS AND COMPLIES WITH ALL

REFER TO PROJECT SPECIFICATION

All new gumpoles, bearers and bracing to be treated

Material Specification:

- Gum poles 457-3 H6
- All fixings to be stainless steel
- Decking GR5 H4 CCA
- Gabion cage - PVC coated heavy duty
- Cables/fixings - stainless

Gabion cage size - 1000x1000x500mm
Gabion surface area - 22m²

PRELIMINARY
ISSUE

D	20-08-25	Gabions amended to 1000x1000x500mm
C	02-06-25	Bridge details amended, for costing
B	04-02-25	Bridge details amended
A	20-11-24	Preliminary issue
Rev	Date	Detail

THE DETAILS AND DESIGN SHOWN ON THIS DRAWING ARE COPYRIGHT AND REMAIN THE PROPERTY OF DEVS - SIVEST. THIS DRAWING IS NOT TO BE SCALED, USE FIGURED DIMENSIONS ONLY. ERRORS OR OMISSIONS TO BE REPORTED TO THE ENGINEER IMMEDIATELY



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Client

Project
De Mond Nature Reserve Bridge

Section
Plans, section and 3D's

Date	Scale	Size	Drwg No.
20 Nov 2024	1:50	A2	2500-S-1
Design	Drawn	Checked	
David Stonestreet	SE	EB	A B C D