



CAPE WINELANDS DISTRICT

MUNICIPALITY • MUNISIPALITEIT • UMASIPALA

TENDER NUMBER: T 2026/038

CONSTRUCTION OF SIDEWALKS WITHIN BREEDE VALLEY MUNICIPALITY JURISDICTION AREA.

Name of Tenderer			
Postal Address		
Telephone number			
E-Mail address			
Total bid price (incl. Vat)	R		
Completion period:	6 Month period	B-BBEE level claimed:	

<p>Prepared for:</p>  <p>CAPE WINELANDS DISTRICT MUNICIPALITY • MUNISIPALITEIT • UMASIPALA</p> <p>Cape Winelands District Municipality Department Technical Services P.O. Box 100 Stellenbosch</p> <p>Tel: 023 348 2300 Email: christo@capewinelands.gov.za</p>	<p>Prepared by:</p>  <p>2MC CONSULTING ENGINEERS</p> <p>2MC Consulting Engineers Western Cape Regional Office The Colosseum Foyer 3 Century Way Cape Town</p> <p>Tel: 086 026 2266 Email: info@2mccons.co.za</p>
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ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:

Financial Services
Supply Chain Management
Tel: 086 126 5263

THE TENDER

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T1. TENDERING PROCEDURES

T1.1

TENDER NOTICE AND INVITATION

Tenders are hereby invited for the construction of sidewalks within Breede Valley Municipal jurisdiction area. It is estimated that tenderers should have a CIDB contractor grading designation of 3CE or higher.

A non-compulsory tender clarification meeting will be held on **Tuesday, 14 July 2026** at **12h00**. Prospective bidders shall meet the CWDM representative at Avian Park Primary School in Worcester.

Technical enquiries regarding the bid may be directed to Mr. Asemahle Mbutuma of 2MC Consulting Engineers (Pty) Ltd at telephone 062 994 0358 or asemahle@2mccons.co.za

Closing date: 11:00 on Friday 24 July 2026.

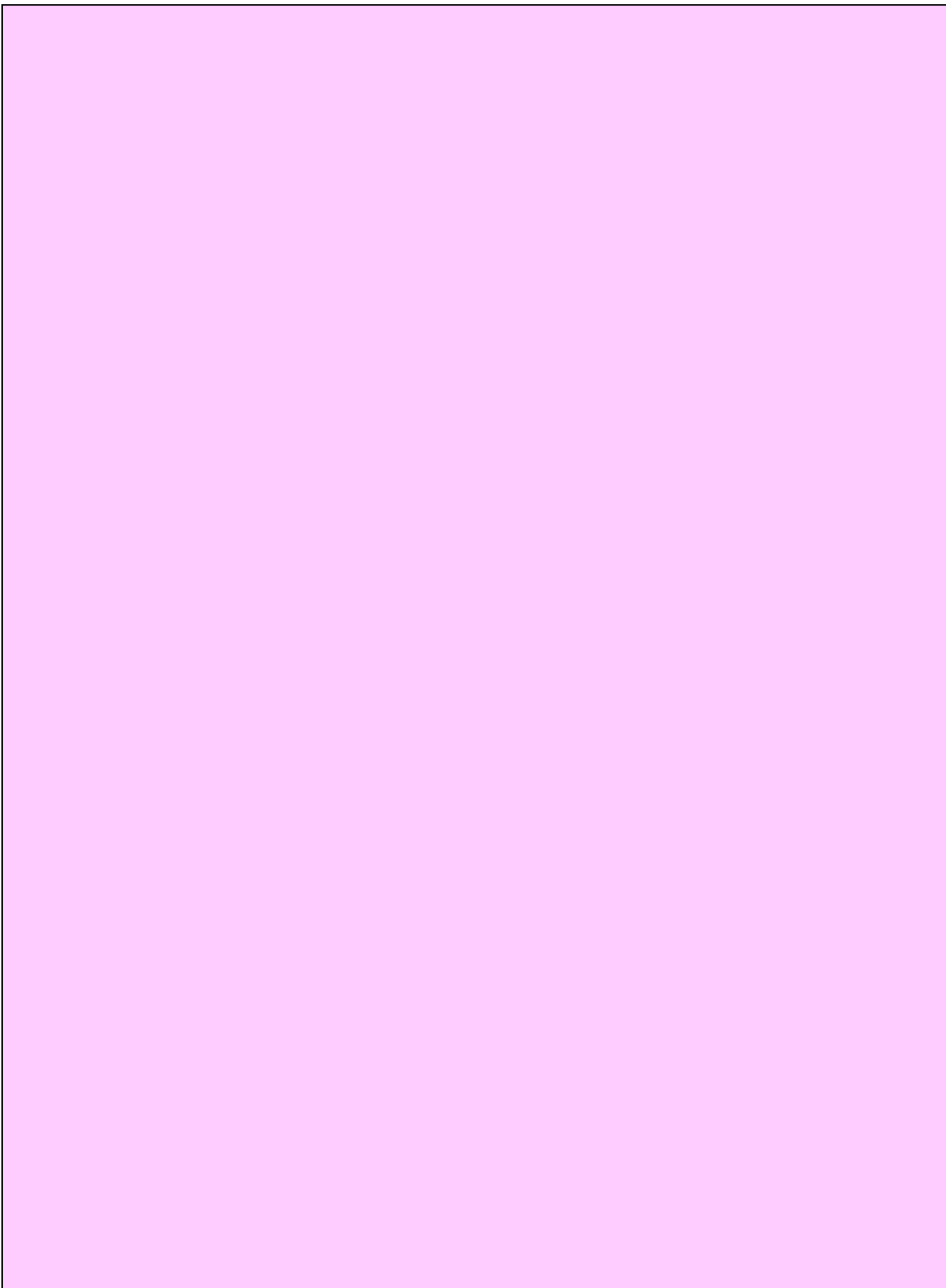
Tender documents, in English, are available free of charge on the websites: www.capewinelands.gov.za or <https://etenders.treasury.gov.za>. Alternatively, hard copies of the document are obtainable from the offices of the Supply Chain Management Unit, Cape Winelands District Municipality at 29 Du Toit Street, Stellenbosch, upon payment of a non-refundable fee of R274,00 per document.

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

Duly completed tenders must be enclosed in a (separate) sealed envelope and endorsed with the relevant tender number and description on the envelope/s. The sealed tenders must be placed in the official tender box of the District Municipality's offices at 29 Du Toit Street, Stellenbosch on the abovementioned time and dates.

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

**H. PRINS
MUNICIPAL MANAGER**



T1.2

TENDER DATA

INTRODUCTION

The Conditions of Tender as published by the Construction Industry Development Board (CIDB) in Annex C of Board Notice 423 of 2019 in Government Gazette 42622 of 8 August 2019, Construction Industry Development Board (CIDB) Standard for Uniformity in Construction Procurement (see www.cidb.org.za), as amended by the employer, shall apply to this contract.

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

The following specific Tender Data, referring to the conditions of tender (T1.2) are applicable to this tender:

Clause number	Tender Data
C.1.1.1	<p>Amend the first sentence of the first paragraph to read as follows:</p> <p>“The employer, as identified in the Tender Data, and each tenderer submitting a tender offer shall comply with these conditions of tender.”</p> <p>The employer is Cape Winelands District Municipality.</p>
C.1.2	<p>The following documents form part of this tender:</p> <p>The General Conditions of Contract for Construction Works (3rd Edition) 2015 as published by the South African Institution of Civil Engineering. This publication is available and tenderers must obtain copies at their own cost from the South African Institution of Civil Engineering (SAICE), Private Bag X200, Halfway House 1685, Tel: (011) 805 5947, Fax: (011) 805 5971, e-mail: civilinfo@saice.org.za</p> <p>The Document issued by the employer, which comprises:</p> <p>Part T1: Tendering Procedures</p> <p>T1.1 Tender Notice and Invitation to Tender T1.2 Tender Data</p> <p>Part T2: Returnable Documents</p> <p>T2.1 List of Returnable Schedules</p> <p>Part C1: Agreement and Contract Data</p> <p>C1.1 Form of Offer and Acceptance - Agreement C1.2 Contract Data</p> <p>Part C2: Pricing Data</p> <p>C2.1 Pricing Instructions C2.2 Bill of Quantities</p>

	<p>Part C3: Scope of Work</p> <p>C3.1 Description of the Works C3.2 Health and Safety Specifications</p> <p>Part C4: Site Information</p>
C.1.3.	Interpretation
C.1.3.3	<p>Add the following definition:</p> <p>(e) Organisation means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body. (f) functionality means the measurement according to the predetermined norms of a service or commodity designed to be practical and useful, working or operating, taking into account quality, reliability, viability and durability of a service and technical capacity and ability of a tenderer.”</p>
C.1.4	<p>Communication and Employer’s Agent</p> <p>Insert the following after the first sentence in the first paragraph:</p> <p>“Verbal information, given by the employer or his agent during site visits, clarification meetings or at any other time prior to the award of the contract, will not be regarded as binding on the employer or as amending the tender documents unless it is subsequently incorporated formally in an Addendum to Tenderers.”</p> <p>The Employer’s Agent:</p> <p>Mr. Asemahle Mbutuma 2MC Consulting Engineers Western Cape Regional Office The Colosseum Foyer 3 Century Way Cape Town</p> <p>Telephone: 062 994 0358 Email: asemahle@2mcccons.co.za</p>
C.1.6	A competitive negotiation procedure will not be followed, nor will a two-stage system be followed.
C.2.1	<p>Eligibility</p> <p>Only those tenderers who satisfy all of the following criteria are eligible to submit tenders:</p> <p>Central Supplier Database Registration</p> <p>Only those tenderers who are registered as a service provider on the Central Supplier Database and have been issued with a registration number, are eligible to submit tenders.</p> <p>Construction Industry Development Board (CIDB) Registration</p> <p>Only those tenderers who are registered with the Construction Industry Development</p>

Board (CIDB) in a 3 CE contractor designation or higher and whose registrations are active at close of tenders are eligible to submit tenders. Furthermore, a tender offer shall be non-responsive if the CIDB contractor registration grading is not commensurate with the sum tendered with due consideration being given to CIDB Regulation 25 (1B) or 25 (7A), where the reasonable margin in (7A) (a) is set at 15%:

For alpha-numeric associated with the CIDB contractor grading designations, respective maximum contract value and upper limit margins considered reasonable by the employer – refer to table G1 below.

Table G1: CIDB Contractor Grading Designations and Associated Parameters

CIDB Contractor Grading Designation	Maximum value (R) of contract that a contractor is considered capable of performing (CIDB Regulation 17)	Upper limit value (R) of contract that employer will allow contractor to perform with reasonable margin = 15%
1 (class of construction works)	500 000	575 000
2 (class of construction works)	1 000 000	1 150 000
3 (class of construction works)	3 000 000	3 450 000
4 (class of construction works)	6 000 000	6 900 000
5 (class of construction works)	10 000 000	11 500 000
6 (class of construction works)	20 000 000	23 000 000
7 (class of construction works)	60 000 000	69 000 000
8 (class of construction works)	200 000 000	230 000 000
9 (class of construction works)	No Limit	No Limit

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

Joint ventures are eligible to submit tenders provided that:

- a) Every member of the joint venture is registered with the CIDB, and their registrations are valid at close of tenders when evaluation of tenders commences.
- b) The lead partner is registered with CIDB in a CE designation and grading equal to or higher than one grading lower than that commensurate with the sum tendered. Notwithstanding the aforementioned, the lead partner of the joint venture shall have the higher or equal grading to all others in the joint venture and shall also have a higher or equal shareholding to all others in the joint venture.
- c) The combined contractor grading designation calculated in accordance with the CIDB Regulations is equal to or higher than that commensurate with the sum tendered with due consideration being given to CIDB Regulation 25 (1B) or 25 (7A), where the reasonable margin in (7A) (a) is set at 15%;
- d) The contract participation of each member in a joint venture may not exceed the tender value limit of one grade above that member's CIDB grading.

In the event that two or more members of a joint venture have common controlling shareholding, then such members shall be deemed to be a single member of the joint venture, using the CIDB and B-BBEE grading of the member with the higher CIDB grading.

	<p>Compensation For Occupational Injuries and Diseases Act, 1993 (COIDA)</p> <p>A Letter of Good Standing that is valid on closing date of the bid from the Department of Employment and Labour or any institution that is licenced to carry out the business of insurance of its members against liabilities in accordance with the provisions of the COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT, 1993 (Act No. 130 of 1993) or a certified copy thereof must accompany the bid documents unless the bidder is registered on the Accredited Supplier Database of the Municipality and such a letter or a certified copy thereof for the bidder is on record. The onus is on the bidder to ensure that the Municipality has a valid Letter of Good Standing from the above-mentioned institutions on record. The Letter of Good Standing (valid at closing date) can alternatively be submitted on a date as mutually agreed upon between the bidder and the Cape Winelands District Municipality. Failure to provide proof of a valid Letter of Good Standing within a mutually agreed upon timeframe from the Department of Employment and Labour or any institution that is licensed to carry out the business of insurance of its members against liabilities, will result in a bidder not being considered for further evaluation purposes. er of good standing for “tender purposes” from the Department of Labour will also be accepted.</p>
<p>C.2.3</p>	<p>Check documents</p> <p>Amend the section as follows:</p> <p>“Check the tender documents on receipt for completeness and if any pages are found to be missing or duplicated, or if the Pricing Data contain any obvious errors or omissions, notify the employer at once of any such discrepancy or omission so that it may be rectified as no liability will be admitted by the employer in respect of errors in any tender due to the foregoing.”</p>
<p>C.2.7</p>	<p>Clarification meeting</p> <p>“If compulsory site/clarification meeting with representatives of the Employer will take place. The following rules shall apply to this meeting:</p> <ul style="list-style-type: none"> a) Tenderers who do not attend the clarification meeting will not be disqualified from the tender process. b) Representatives of tendering entities must complete and sign the meeting attendance register, providing full details as required on the register. c) No late arrivals will be allowed to join the meeting. d) Immediately at the official start of the meeting, the Employer’s Agent shall collect the attendance registers and perform a roll-call confirming the physical presence of all persons who have completed the register and identifying those who were in the room at the official start but have not completed the register. The Employer’s Agent shall delete the details of those entities for which there is no physical presence in the room. Those who are present but had not completed the register will be given an opportunity to do so. e) On completion of the meeting and site inspection, if any, the Employer’s Agent shall perform a further roll call and confirm the physical presence of all persons who are in attendance by countersigning against the relevant entry on the attendance register. Those who are no longer present shall be indicated as

	<p>absent and any tender they submit shall be disqualified.</p> <p>f) The name of the lead entity in an envisaged consortium/joint venture must appear on the attendance register, failure of which will disqualify a tender submitted by the consortium/joint venture.</p> <p>g) A representative may not attend the meeting on behalf of more than one tendering entity. This constitutes anti-competitive behaviour. In the event of multiple tenders being submitted, either separately or as a member of a joint venture, which reference the attendance of the same person at the site/clarification meeting, ALL those tenders will be disqualified.</p> <p>h) Tendering entities must be represented by a suitably qualified representative.</p> <p>Recorded minutes as well as addenda or any other information, where applicable, will be issued to all who attended the meeting as an Addendum.</p>
C.2.8	<p>Seek clarification</p> <p>Amend the section as follows:</p> <p>“Request clarification arising out of any ambiguity in the tender documents, or between the tender documents and existing conditions on site, by notifying the employer at least seven calendar days before the closing time stated in the Tender Data. “</p>
C.2.12	<p>Alternative tender offers</p> <p>Amend the item as follows:</p> <p>An alternative offer may be considered in the event that the main tender offer would otherwise be the winning tender or if the alternative offer is considered beneficial to the employer.”</p>
C.2.13	<p>Submitting a tender offer</p> <p>Amend the items as follow:</p>
C.2.13.3	<p>Submit the parts of the tender offer communicated on paper as an original plus nil (0) number of copies, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the format as stated in the Tender Data.</p> <p>The employer shall not accept tenders submitted in electronic format. Only those tenders that have been completed in hardcopy of the issued tender document shall be considered.</p>
C.2.13.4	<p>Sign the original and all copies of the tender offer where required in terms of the tender data. The tender shall be signed by a person duly authorised to do so. The employer will hold all authorised signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer. Tenders submitted by joint ventures of two or more firms shall be accompanied by the document of formation of the joint venture, authenticated by a notary public or other official deputed to witness sworn statements, in which is defined precisely the conditions under which the joint venture will function, its period of duration, the persons authorised to represent and obligate it, the participation of the several firms forming the joint venture, and any other information necessary to permit a full appraisal of its functioning. The document of</p>

	formation of the joint venture shall state explicitly what the percentage participation in the joint venture will be of each party involved.”
C.2.13.5	<p>The employer’s address for delivery of tender offers and identification details to be shown on each tender offer package are:</p> <p>Location of tender box: 29 Du Toit Street, STELLENBOSCH, 7600</p> <p>Title of Tender: Construction of sidewalks within Breede Valley Municipality jurisdiction area.</p> <p>Sealed tenders with the tender number and description on the envelope, must be placed in the official tender box at the above-mentioned address.</p>
C.2.13.6	A two-envelope procedure will not be followed.
C.2.15.1	The closing time for submission of tender offers is as per the Tender Notice and Invitation to Tender. Late tender offers will not be accepted.
C.2.16	<p>The fact and action of handing in a tender to the Municipality is accepted as a contract between the Municipality and the bidder whereby such a tender remains valid and available for a period of 180 days, calculated from the closing date as advertised for the tender, for acceptance, or non-acceptance by the Municipality. The bidder undertakes not to withdraw, or alter, the tender during this period.</p> <p>The period of validity may be extended by the SCM Department, provided that the original bid validity period has not expired and that all bidders are given an opportunity to extend such period. Any such extension shall be agreed to by a bidder in writing. Bidders who fail to respond to such a request before the validity of their bid expires, or who decline such a request shall not be considered further in the bid evaluation process. All bidders who indicated the acceptance of the extension of the bid validity period, bids will be considered for evaluation purposes.</p>
C.2.18	Provide other material
C.2.18.1	Add “health, safety and environmental arrangements and considerations, “between “preferencing arrangements” and “or samples of materials ...” in the first paragraph.
C.2.23	<p>The following certificates shall be included in the tender submission:</p> <p>Enterprise Registration</p> <p>Tenderers shall append to Schedule 1: Confirmation of Enterprise Registration in T2.2: Returnable Schedules, documentary evidence/proof in the form of an original or copy of their current Western Cape Supplier Evidence Bank and the Central Supplier Database registration and verification.</p> <p>CIDB Contractor Registration</p> <p>Tenderers shall append to Schedule 2: Confirmation of CIDB Contractor Registration in T2.2: Returnable Schedules, documentary evidence/proof in the form of an original or copy of a valid certificate of contractor registration issued by the Construction Industry Development Board. In addition to this certificate, tenderers shall also provide a printed copy of the contractor’s listing off the CIDB website. (www.cidb.org.za). In the case of a joint venture, printed copies of the valid certificate of contractor registration and active contractor’s CIDB listing must be provided for each member of the joint venture.</p>

	<p>Tax Clearance Certificate</p> <p>Tenderers shall append to Schedule 1: Confirmation of Enterprise Registration in T2.2: Returnable Schedules, documentary evidence/proof as stated in Schedule 1</p> <p>Broad-Based Black Economic Empowerment (B-BBEE) Status Level Certificate</p> <p>Tenderers shall append to Schedule 11: Preference Point Claim Form in C1.6: Returnable Schedules, documentary evidence/proof in the form of an original valid B-BBEE Status Level verification certificate in terms of the current code as determined by the Minister of the Department of Trade and Industry on Black Economic Empowerment.</p> <p>Consortiums or Joint Ventures will qualify for preference points, provided that the entity submits the relevant certificate or scorecard in terms of the Preferential Procurement Regulations, 2022. In the case of unincorporated entities, a verified certificate/scorecard in the name of the Consortium/Joint Venture must be submitted with the tender (attached to Schedule 11).</p> <p>Locality</p> <p>The programmes of the RDP (published in Government Gazette No. 16085 dated 23 November 1994) relevant to this Municipality in the context of preferential procurement specific goals are the promotion of enterprises located in a specific district for work to be done or services to be rendered in that District and the promotion of enterprises located in a specific province for work to be done or services to be rendered in that province.</p> <p>Bidders are required to submit the following in order to attain preference points for the promotion of this specific goal:</p> <ul style="list-style-type: none"> • Municipal account in the name of the tenderer not older than 90 days. • Lease agreement where the tenderer is the lessee of an official operating business premise; or • An official letter from the bank confirming the registered business address of the tenderer. <p>IN ORDER TO BE AWARDED PREFERENCE POINTS, ANNEXURE I QUESTIONNAIRE AND ANNEXURE L PREFERENCE POINTS CLAIM FORM (MBD 6.1), MUST BE COMPLETED - FAILURE TO COMPLY WITH THE ABOVEMENTIONED WILL RESULT IN NO PREFERENCE POINTS BEING AWARDED</p>
C.3.1	<p>Respond to requests from the tenderer</p>
C.3.1.1	<p>Amend "... and notify all tenderers who collected tender documents." to read "and notify all tenderers who collected tender documents and attended the site clarification meeting."</p>
C.3.2	<p>Issue Addenda</p> <p>In the second line of the first paragraph, change "...are available until three working days before..." to "are available until five calendar days before..."</p> <p>Add the following paragraph:</p>

	<p>“In the event the Tenderer fails to confirm receipt of Addenda and incorporate the contents thereof into the submitted offer, the Tender will be considered non-responsive. If the Tenderer claims that Addenda was not received, but the employer can prove proof of transmission thereof (via electronic mail, facsimile or registered post) to the contact details as provided by the Tenderer, the submitted offer will be deemed non-responsive.”</p>
C.3.4.1	<p>The time and location for opening of the tender offers is:</p> <p>Time: Tenders will be opened immediately after the closing time for receipt of tenders as stated in the Tender Notice and Invitation to Tender, or as stated in any addendum extending the closing date.</p> <p>Representatives of the tenderers and the general public will be permitted to observe the opening of submitted tenders. The summary of the tender opening will be available on request.</p>
C.3.6	<p>Non-disclosure</p> <p>Amend C.3.6 as follows:</p> <p>“Not disclose to tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the Letter of Notification of Acceptance of Tender has been approved. “</p>
C.3.8	<p>Test for responsiveness</p> <p>Add the following paragraph at the end of this section:</p> <p>“Notwithstanding the above, a tender will be considered non-responsive if it fails to comply with the requirements and specifications as listed in the Tender Data.”</p>
C.3.8.2	<p>The following will result in a submitted offer being considered non-responsive/invalid:</p> <ol style="list-style-type: none"> a) the tender offer is not submitted on the Form of Offer and Acceptance contained in this tender document b) the tender is not completed in non-erasable black ink; c) the Offer has not been signed; d) the tenderer does not comply with the CIDB contractor grading designation specified in the Tender Data or required in terms of value of the offer submitted e) The Tenderer does not accept the corrected total of prices in the event correction is needed due to arithmetic errors, omissions or discrepancies that are identified in the tender offer. f) In the event the Tenderer fails to confirm receipt of Addenda and incorporate the contents thereof into the submitted offer, the Tender will be considered non-responsive. If the Tenderer claims that Addenda was not received, but the Employer can provide proof of transmission thereof (via electronic mail, facsimile or registered post) using the contact details as provided by the Tenderer, the submitted offer will be deemed non-responsive.
C.3.9	<p>Arithmetical errors, omissions and discrepancies</p>
C.3.9.2	<p>Replace “C.3.9.2 Check the highest ranked...in accordance with C.3.11 for:” with</p>
C.3.9.2	<p>Check responsive tender offers for:”</p>

C.3.9.3	Replace C.3.9.3 with “Notify the tenderer of all errors and omissions that are identified in the tender offer to confirm the corrected total of prices.”
C.3.9.4	<p>In the first sentence of item (a) of C3.9.4, replace “...the line-item total shall govern, and the rate shall be corrected.” with “...the unit rate shall govern, and the line-item total shall be corrected.”</p> <p>In item (b) of C.3.9.4, replace “...the total of the prices will govern the tenderer will be requested to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.” with “the total of the prices shall be corrected.”</p>
C.3.11	The procedure for the evaluation of responsive tenders is Method 1 Price and preference
C.3.11	Evaluation of tender offers
C.3.11.2	<p>Add the following:</p> <p>Method 1: Price and Preference</p> <p>Score points for preference in terms of C.3.11.4. Score tender evaluation points for price in terms of C.3.11.5. Add the points scored for price and BBEE.</p> <p>Rank tender offers from the highest number of tender evaluation points to the lowest. Perform risk analyses of three highest ranked tenders in terms of C.3.11.6.</p> <p>Recommend the tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.</p> <p>Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points, and recommend the tenderer with the recalculated highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this sub-clause is repeated.</p>
C.3.11.3	<p>Method 2: Functionality, Price and Preference</p> <p>Score functionality, rejecting all tender offers that fail to achieve the minimum number of points for functionality as stated in the Tender Data.</p> <p>Tenders that to achieve the minimum qualifying score for functionality shall be regarded as non-responsive and shall not be evaluated any further.</p> <p>Tender that has achieved the minimum qualifying score for functionality shall be evaluated further in terms of price and preference described in C.3.11.2.</p>
C.3.11.4	<p>Scoring preference</p> <p>Score preference of responsive tenders as follows:</p> <p>Determine preference point system to be used for evaluation purposes based on lowest responsive tender offer, excluding alternatives and substitutes, using the following table.</p>

Value of lowest responsive tender offer	Financial Offer Points allocation (A)	Maximum Preference point allocation
Up to and including R50 million	80	20
Above R50 million	90	10

Award points to a tender for attaining the B-BBEE status level of contributor in accordance with the following table, using the relevant preference points system determined above.

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

C.3.11.5

Scoring price

Score price of responsive tenders using the following formula:

$$NFO = W1 \times A$$

Where:

NFO is the number of tender evaluation points awarded for price
 is the maximum possible number of tender evaluation points awarded for price as stated in the Tender Data

A is a number calculated using the formula and option described in the table below, as stated in the Tender Data

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

C.3.11.6

Risk Analysis

Perform a risk analysis in respect of the following:

- a) reasonableness of the financial offer
- b) reasonableness of unit rates and prices
- c) the demonstrated potential of the tenderer with regard to professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience, reputation and personnel to achieve the contract participation goals tendered and perform the contract.”

C.3.11.7	<p>Functionality</p> <p>The past performance of service providers in executing similar projects will be evaluated using the references supplied by service providers, as well as any other information available to the Cape Winelands District Municipality.</p> <p>The Cape Winelands District Municipality reserves the right to verify experience and to contact references provided, as well as any other third party that could verify the experience and performance of service providers.</p> <p>The Cape Winelands District Municipality reserves the right to reject a tender from a service provider –</p> <p>a) who during the last five (5) years has failed to perform satisfactorily on a previous contract with the municipality or any other organ of state after written notice was given to that service provider that performance was unsatisfactory; and/or if false references are submitted by a service provide</p> <p>The quality criteria and maximum score in respect of each of the criteria are as follows:</p> <table border="1" data-bbox="328 887 1417 1760"> <thead> <tr> <th>Quality criteria</th> <th>Sub criteria</th> <th>Maximum number of points</th> </tr> </thead> <tbody> <tr> <td>Tenderer's Experience (Schedule 5)</td> <td>40 = >10 projects of similar scope 25 = between 5 and 10 10 =Less than 5 projects 1 = No submission</td> <td>40</td> </tr> <tr> <td>Experience of Site Agent (Schedule 6a)</td> <td>40 = >10 projects of similar scope 25 = between 5 and 10 projects 5 = less than 5 projects 1= no submission</td> <td>40</td> </tr> <tr> <td>Experience of Site Foreman (Schedule 6b)</td> <td>40 = >10 projects of similar scope 25 = between 5 and 10 projects 5 = less than 5 projects 1= no submission</td> <td>40</td> </tr> <tr> <td>Site Foreman/ Agent Labour Intensive Construction Qualifications. (Schedule 6c)</td> <td>10 = NQF 5 Qualification 1 = No Labour-Intensive Qualification</td> <td>10</td> </tr> <tr> <td colspan="2">Maximum possible score for quality (Ms)</td> <td>130</td> </tr> </tbody> </table> <p>A similar project refers to the construction of a sidewalk or road. The minimum number of evaluation points to be evaluated further is 80 points.</p>	Quality criteria	Sub criteria	Maximum number of points	Tenderer's Experience (Schedule 5)	40 = >10 projects of similar scope 25 = between 5 and 10 10 =Less than 5 projects 1 = No submission	40	Experience of Site Agent (Schedule 6a)	40 = >10 projects of similar scope 25 = between 5 and 10 projects 5 = less than 5 projects 1= no submission	40	Experience of Site Foreman (Schedule 6b)	40 = >10 projects of similar scope 25 = between 5 and 10 projects 5 = less than 5 projects 1= no submission	40	Site Foreman/ Agent Labour Intensive Construction Qualifications. (Schedule 6c)	10 = NQF 5 Qualification 1 = No Labour-Intensive Qualification	10	Maximum possible score for quality (Ms)		130
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Maximum possible score for quality (Ms)		130																	
C.3.13.1	<p>Acceptance of tender offer</p> <p>Replace “Accept the” in first line of the first paragraph with “Notify the successful tenderer of the employer's acceptance of his”</p>																		

Add the following to the item to the list:

“(g) the tenderer has demonstrated that adequate provision has been made for health and safety measures and has the necessary resources and competencies to carry out the construction work safely.”

Tender offers will only be accepted if the tenderer complies with the following legal requirements:

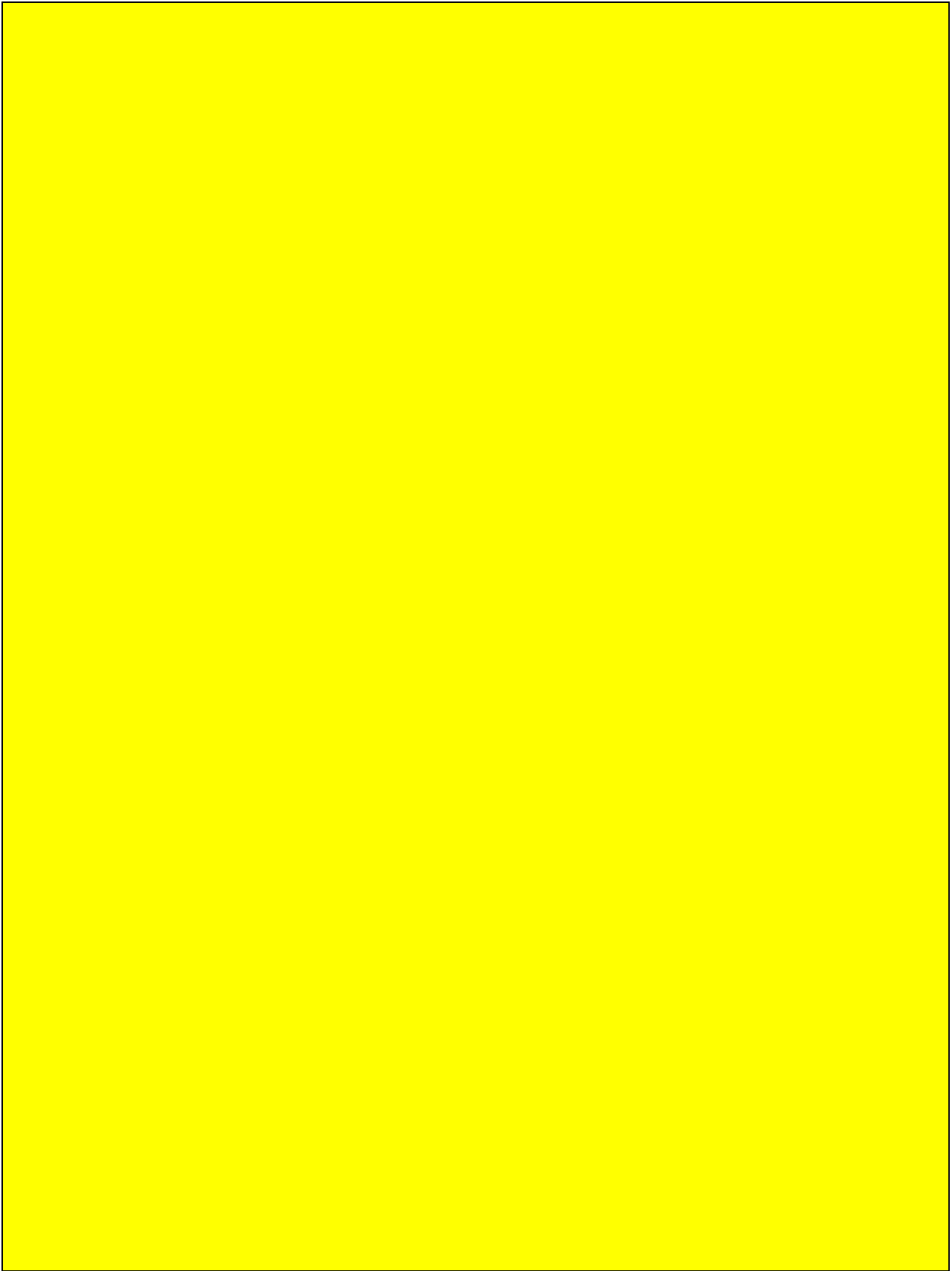
- a) The tenderer is registered on the Central Supplier Database (CSD);
- b) The tenderer is shown to be tax compliant either via online CSD verification, or by attaching written proof by SARS of approved arrangements in terms of the tenderer's tax clearance;
- c) the tenderer or any of its directors is not listed on the register of tender defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;
- d) the tenderer has not abused the employer's Supply Chain Management system, as stated in C.3.13
- e) the tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer who is approved by the Department of Labour in terms of section 80 of the Compensation for Injury and Disease Act (COID) (Act 130 of 1993);
- f) the employer is reasonably satisfied that the tenderer has in terms of the Construction Regulations, 2014, issued in terms of the Occupational Health and Safety Act, 1993, the necessary competencies and resources to carry out the work safely.

General supply chain management conditions applicable to tenders:

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

- a) has furnished the employer with that provider's:
 - full name;
 - identification number or company or other registration number; and
 - tax reference number and VAT registration number, if any;
- b) has indicated whether:
 - the provider is in the service of the state, or has been in the service of the state in the previous twelve months;
 - the provider is not a natural person, whether any of the directors, managers, principal shareholders or stakeholders is in the service of the state, or has been in the service of the state in the previous twelve months;
 - whether a spouse, child or parent of the provider or of a director, manager, shareholder or stakeholder referred to above is in the service of the state, or has been in the service of the state in the previous twelve months; or
- c) irrespective of the procurement process followed, the employer is prohibited from making an award to:
 - a person who is in the service of the state;
 - a juristic entity of which any director, manager, principal shareholder or stakeholder is in the service of the state;
 - an advisor or consultant contracted with the employer, or
 - a person, advisor or corporate entity involved with the tender

	<p style="text-align: center;">specification committee, or a director of such corporate entity.</p> <p>Combating abuse of the Supply Chain Management Policy:</p> <p>In terms of the employer's Supply Chain Management Policy, the employer may reject the tender of any tenderer if that tenderer or any of its directors has:</p> <ul style="list-style-type: none"> a) failed, during the last five years, to perform satisfactorily on a previous contract with the employer or any other organ of state after written notice was given to that tenderer that performance was unsatisfactory; b) abused the Supply Chain Management system of the employer or has committed any improper conduct in relation to this system; c) been convicted of fraud or corruption during the past five years; d) wilfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or e) been listed with the Register of Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004) or has been listed on National Treasury's database as a person or juristic entity prohibited from doing business with the public sector. <p>In this regard, tenderers shall complete Schedule 3: Declaration of Interests, Tenderer's Past Supply Chain Management (SCM) Practices and Independent Tender Determination in Part T2.2: Returnable Schedules. Failure to complete this schedule may result in the tender not being considered.</p>
C.3.14	<p>Prepare contract documents Amend the item as follows:</p> <p>(c) other revisions, if any, agreed between the employer and the successful tenderer as recorded in the Schedule of Deviations.</p>
C.3.17	<p>Provide to the successful tenderer one signed copy of the contract on the day of the commencement of the contract.</p>



T2. RETURNABLE DOCUMENTS

T2.1 List of returnable documents

General

Failure to fully complete the relevant returnable documents may render such a tender offer unresponsive.

These forms must be completed in black ink. Returnable documents shall be signed by a signatory duly authorised to sign the tender offer. Any alterations made prior to tender closure countersigned by an authorised signatory.

Tenderers shall note that their signature appended to each returnable form represents a declaration that they vouch for the accuracy and correctness of the information provided.

Notwithstanding any check or audit conducted by or on behalf of the Employer, the information provided in the returnable documents is accepted in good faith and as justification for entering into a contract with a tenderer. If subsequently any information is found to be incorrect such discovery shall be taken as wilful misrepresentation by that tenderer to induce the contract. In such event the Employer has the discretionary right under contract condition 9.2 to terminate the contract.

Should a tenderer wish to offer a different time period of completion than that required by the Employer, it shall be submitted as an alternative tender.

If more than one alternative tender is submitted, each one shall be numbered and submitted on a separate copy of form C1.1.1 Offer, completed and signed, and accompanied by the prescribed priced C2.2 Bill of Quantities and supporting documents.

T2.1

LIST OF RETURNABLE DOCUMENTS

- Schedule 1 Invitation to bid - MBD1
 - Schedule 2 Compulsory Enterprise Questionnaire
 - Schedule 3 Authority to Signatory
 - Schedule 4 Certificate of Authority for Joint Ventures
 - Schedule 5 Schedule of Work Satisfactory carried out by the Tenderer (Company Experience)
 - Schedule 6 Schedule of Work Satisfactory carried out by the Site Agent (6a) / Site Foreman (6b) / NQF Qualification (6c)
 - Schedule 7 Proposed Amendments and Qualifications
 - Schedule 8 Declaration in terms of the MFMA (No 56 of 2003) in terms of Municipal Rates and Services.
 - Schedule 9 Declaration of Interest
 - Schedule 10 Tax Clearance Certificate Requirements
 - Schedule 11 Joint Venture Agreement, If Applicable
 - Schedule 12 Proof of Payment of Municipal Rates and Taxes
 - Schedule 13 Record of minutes and Addenda to Tender Documents.
 - Schedule 14 Application of preference point system in terms of the Preferential Procurement Regulations 2022
 - Schedule 15: Preference points claim form in terms of the preferential procurement regulations 2022 (MBD 6.1)
 - Schedule 16 Declaration of Bidder's past supply chain management practices.
 - Schedule 17 Certificate of Independent Bid Determination.
 - Schedule 18 Claiming Preference Points
 - Schedule 19 Credit Order Instruction
 - Schedule 20 Letter of Good Standing
 - Schedule 21 Occupational Health and Safety Agreement
-

SCHEDULE 1: INVITATION TO BID - MBD1

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)					
Tender number:	T 2026/038	Closing date:	24/07/2026	Closing time:	11h00
Description	CONSTRUCTION OF SIDEWALKS WITHIN BREEDE VALLEY MUNICIPALITY JURISDICTION AREA				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE TENDER BOX SITUATED AT: 29 DU TOIT STREET, STELLENBOSCH					
SUPPLIER INFORMATION					
Name of bidder					
Postal address					
Street address					
Contact person					
Telephone number	Code		Number		
Cell phone number					
E-mail address					
VAT registration number					
COIDA registration number					
COIDA certificate number					
Tax compliance status	TCS PIN:		OR	CSD No:	MAAA
SPECIFIC GOALS IN TERMS OF THIS TENDER:					
<ul style="list-style-type: none"> 50% of the 20/10 points will be allocated to promote the goal of B-BBEE status level of contributor and points will be allocated in terms of the B-BBEE scorecard 50% of the 20/10 points will be allocated to promote the specific goal of locality and points will be allocated in terms of where the enterprise' head office or primary place of business or regional or satellite office is located 					
B-BBEE status level verification certificate [tick applicable box]	<input type="checkbox"/> Yes <input type="checkbox"/> No		Proof of Locality [tick applicable box]	<input type="checkbox"/> Yes <input type="checkbox"/> No	
B-BBEE status level sworn affidavit [tick applicable box]	<input type="checkbox"/> Yes <input type="checkbox"/> No				
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE / SWORN AFFIDAVIT (FOR EMES & QSEs) AND PROOF OF LOCALITY MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS]					
Are you the accredited representative in South Africa for the goods / services / works offered?	<input type="checkbox"/> Yes <input type="checkbox"/> No [If yes enclose proof]		Are you a foreign based supplier for the goods / services / works offered?	<input type="checkbox"/> Yes <input type="checkbox"/> No [If yes, answer part b:3]	
Total number of items offered			Total bid price	R	
Signature of bidder			Date		
Capacity under which this bid is signed					

TECHNICAL INFORMATION MAY BE DIRECTED TO:	
Contact person	Christo Swart
Telephone number	023 348 2300
E-mail address	christo@capewinelands.gov.za
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED	
Contact person	Elmine Niemand
Telephone number	021 888 5175
E-mail address	elmine@capewinelands.gov.za
TERMS AND CONDITIONS FOR BIDDING – PART B	
1. BID SUBMISSION:	
<p>1.1. Bids must be delivered by the stipulated time to the correct address. Late bids will not be accepted for consideration.</p> <p>1.2. All bids must be submitted on the official forms provided– (not to be re-typed) or online</p> <p>1.3. This bid is subject to the Preferential Procurement Policy Framework Act and the Preferential Procurement Regulations, 2022, the General Conditions of Contract (GCC) and, if applicable, any other special conditions of contract.</p>	
2. TAX COMPLIANCE REQUIREMENTS	
<p>2.1 Bidders must ensure compliance with their tax obligations.</p> <p>2.2 Bidders are required to submit their unique personal identification number (pin) issued by SARS to enable the organ of state to view the taxpayer’s profile and tax status.</p> <p>2.3 Application for the tax compliance status (TCS) certificate or pin may also be made via e-filing. In order to use this provision, taxpayers will need to register with SARS as e-filers through the website www.sars.gov.za.</p> <p>2.4 Foreign suppliers must complete the pre-award questionnaire in part b:3.</p> <p>2.5 Bidders may also submit a printed TCS certificate together with the bid.</p> <p>2.6 In bids where consortia / joint ventures / sub-contractors are involved, each party must submit a separate TCS certificate / pin / CSD number.</p> <p>2.7 Where no TCS is available, but the bidder is registered on the central supplier database (CSD), a CSD number must be provided.</p>	
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
<p>3.1. Is the entity a resident of the republic of South Africa (RSA)? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>3.2. Does the entity have a branch in the RSA? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>3.3. Does the entity have a permanent establishment in the RSA? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>3.4. Does the entity have any source of income in the RSA? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>3.5. Is the entity liable in the RSA for any form of taxation? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If the answer is “no” to all of the above, then it is not a requirement to register for a tax compliance status system pin code from the South African Revenue Service (SARS) and if not register as per 2.3 above.</p>	
<p>NB: failure to provide any of the above particulars may render the bid invalid. No bids will be considered from persons in the service of the state.</p>	

Signature(s):

Name(s):

Date:

SCHEDULE 2: COMPULSORY ENTERPRISE QUESTIONNAIRE

The following particulars must be furnished. In the case of a joint venture, **separate** enterprise questionnaires in respect of each partner must be completed and submitted. **(Failure to do so may result in your bid being disqualified)**

Section 1:	Name of enterprise:	
Section 2:	VAT registration number, if any:	
	Has and original and valid TAX clearance certificate been attached under Schedule 2D?	Yes / No
Section 3:	Has a B-BBEE status level verification certificate been submitted? Yes / No	
	If Yes, who was the certificate issued by? (Tick applicable box)	
	<input type="checkbox"/> An accounting officer as contemplated in the Close Corporation Act. <input type="checkbox"/> A verification agency accredited by the South African National Accreditation System (SANAS). <input type="checkbox"/> A registered auditor.	
	NB. A B-BBEE status level verification certificate must be submitted in order to qualify for preference points for B-BBEE.	
Section 4:	CIDB registration number, if any:	
Section 5:	Particulars of sole proprietors and partners in partnership	
	Name*	Identity number*
		Personal income tax number*
	* Complete only if sole proprietor or partnership and attached separate page if more than 3 partners	
Section 6:	Particulars of companies and close corporations	
	Company registration number:	
	Close corporation number:	
	Tax reference number:	
Section 7:	Record of service of the state	
	Indicate by marking the relevant boxes with a cross, if any sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months in the service of any of the following:	
	<input type="checkbox"/> a member of any municipal council <input type="checkbox"/> a member of any provincial legislature <input type="checkbox"/> a member of the National Assembly or the National Council of Province <input type="checkbox"/> a member of the board of directors of any municipal entity <input type="checkbox"/> an official of any municipality or municipal entity	<input type="checkbox"/> an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity <input type="checkbox"/> an employee of Parliament or a provincial legislature

If any of the above boxes are marked, disclose the following: (insert separate page if necessary)			
Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		current	Within last 12 months

Section 8: Record of spouses, children and partners in the service of the state

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

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

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

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

* Insert separate page if necessary

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

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

Signature:		Date: / / 20.....
Print Name:		Position:	

SCHEDULE 3: AUTHORITY FOR SIGNATORY

We, the undersigned, hereby authorize Mr/Mrs
acting in his/her capacity as
of the business trading as to
sign all documentation in connection with Tender.....

Name of members / directors	Signature	Date

Note: If bidders attached a copy of their Authorized Signatory, it is not necessary to complete this form.

C. Certificate for Joint Venture

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorized Mr/Ms, authorized signatory of the company, acting in the capacity of lead partner, to sign all documents in connection with the tender offer for Contract and any contract resulting from it on our behalf.

This authorization is evidenced by the attached power of attorney signed by legally authorized signatories of all the partners to the Joint Venture.

NAME OF FIRM	ADDRESS	AUTHORISING SIGNATURE, NAME & CAPACITY
Lead partner		

D. Certificate for Sole Proprietor

I, hereby confirm that I am the sole owner of the business trading as

As witnesses:

1.		Chairman:	
2.		Date:	

E. Certificate for Close Corporation

We, the undersigned, being the key members in the business trading as hereby authorize Mr/Ms acting in the capacity of to sign all documents in connection with the tender for Contract and contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

NOTE: This certificate is to be completed and signed by all of the key partners upon whom rests the direction of the affairs of the Partnership as a whole.

SCHEDULE 4: CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

This returnable schedule is to be completed by joint ventures.

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

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

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

SCHEDULE 5: SCHEDULE OF WORK SATISFACTORILY CARRIED OUT BY THE TENDERER

The following is a statement of relevant similar work successfully executed by the Tenderer (Company experience). See Similar Work at Tender data - C.3.11.7

Employer, contact person and telephone number	Description of Contract	Value of Work Inclusive of VAT (Rand)	Date Completed

Attach additional pages if more space is required.

Signature:		Date:	
Print Name:		Position:	
Tenderer:			

A maximum of 40 points for demonstrated experience of the company will be scored based on the information supplied by the bidder's company profile as part of the functionality criteria. An indication and **list of Similar projects** by the service provider needs to be provided in the profile.

SCHEDULE 6B: SCHEDULE OF WORK SATISFACTORILY CARRIED OUT BY THE SITE FOREMAN

Site Foreman Name:

The following is a statement of similar work successfully executed by the Site Foreman. See Functionality - C.3.11.7

Employer, contact person and telephone number	Description of Contract	Value of Work Inclusive of VAT (Rand)	Date Completed

Attach additional pages if more space is required.

Signature:		Date:	
Print Name:		Position:	
Tenderer:			

A maximum of 40 Points can be awarded according to the persons experience in Similar projects

SCHEDULE 6C: LIC NQF QUALIFICATION OBTAINED BY THE SITE FOREMAN

Site Foreman Name:

Labour-intensive competencies for supervisory and management staff

Only those tenderers who can demonstrate that they will have in their employ management and supervisory staff satisfying the requirements of the scope of work for labour-intensive competencies for supervisory and management staff during the validity of the contract are eligible to submit tenders. Proof of the qualifications (NQF 5 Labour Intensive Construction) for Site Foreman must be attached to this Schedule to be awarded functionality points.

SCHEDULE 7: PROPOSED AMENDMENTS AND QUALIFICATIONS

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

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

Page	Clause or Item	Proposal

Signature:		Date:	
Print Name:		Position:	
Tenderer:			

SCHEDULE 8: MUNICIPAL RATES AND SERVICES

Names of Directors / Partners	Physical residential address of the Directors / Partners	Municipal Account Number	Name of Municipality

NB: Please attach certified copy/copies of the Municipal Account(s)

DECLARATION:

I, the undersigned (name)

Certify that the information furnished above is correct. I accept that the state may act against me should this declaration prove to be false.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

SCHEDULE 9: DECLARATION OF INTEREST – (MBD 4B)

(On behalf of the company and its directors/ members/ trustees/ directors/ members/ trustees/ principal shareholders²)

1. No bid/database registration will be accepted from persons in the service of the state¹.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid/database registration. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in the service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
- 3 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid/database registration in respect of owners/shareholders² of the company.**

3.1	Full Name of bidder or his or her representative		
3.2	Identity Number (person submitting this declaration)		
3.3	Position occupied in the Company (official/director/trustee/shareholder ²):		
3.4	Company Registration Number		
3.5	Tax Reference Number		
3.6	VAT Registration Number		
3.7	The names of all directors/ members/ trustees/ directors/ members/ trustees/ principal shareholders, their individual identity numbers, personal tax reference numbers and state employee numbers must be indicated in paragraph 4 below		
3.8	Are you or any director/ member/ trustee/ director/ member/ trustee/ principal shareholder presently in the service of the state?	Yes	No
3.8.1	If yes, furnish particulars. (Please write in Block Letters. Add separate page if more than one.		
	SA ID Number:		Relation:
	Surname:		Persal No:
	Full Names:		
	Organ of State:		Position:
3.9	Have you or any director/ member/ trustee/ director/ member/ trustee/ principal shareholder been in the service of the state for the past twelve months?	Yes	No
3.9.1	If yes, furnish particulars. (Please write in Block Letters. Add separate page if more than one.		
	SA ID Number:		Relation:
	Surname:		Persal No:
	Full Names:		
	Organ of State:		Position:

3.10	Do you or any director/ member/ trustee/ director/ member/ trustee/ principal shareholder have any relationship (family, friend, other) with persons in the service of the state and/or who may be involved with the evaluation and/or adjudication of this or any other prospective bid?	Yes	No
3.10.1	If yes, furnish particulars. (Please write in Block Letters. Add separate page if more than one.		
SA ID Number:	<input type="text"/>	Relation:	<input type="text"/>
Surname:	<input type="text"/>	Persal No:	<input type="text"/>
Full Names:	<input type="text"/>		
Organ of State:	<input type="text"/>	Position:	<input type="text"/>

3.11	Are you aware of any relationship (family, friend, other) between you or any director/ member/ trustee/ director/ member/ trustee/ principal shareholder and any persons in the service of the state who may be involved with the evaluation and/or adjudication of this or any other prospective bid?	Yes	No
3.11.1	If yes, furnish particulars. (Please write in Block Letters. Add separate page if more than one.		
SA ID Number:	<input type="text"/>	Relation:	<input type="text"/>
Surname:	<input type="text"/>	Persal No:	<input type="text"/>
Full Names:	<input type="text"/>		
Organ of State:	<input type="text"/>	Position:	<input type="text"/>

3.12	Is any spouse, child or parent of the company's directors/ members/ trustees/ directors/ members/ trustees/ principal shareholders or stakeholders in the service of the state?	Yes	No
3.12.1	If yes, furnish particulars. (Please write in Block Letters. Add separate page if more than one.		
SA ID Number:	<input type="text"/>	Relation:	<input type="text"/>
Surname:	<input type="text"/>	Persal No:	<input type="text"/>
Full Names:	<input type="text"/>		
Organ of State:	<input type="text"/>	Position:	<input type="text"/>

3.13	Do you or any director/ member/ trustee/ director/ member/ trustee/ principal shareholder/ stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract.	Yes	No
3.13.1	If yes, furnish particulars.		

3.14	Is the supplier or any director/ member/ trustee/ director/ member/ trustee/ principal shareholder listed on the National Treasury's database as a company or person prohibited from doing business with the public sector?	Yes	No
3.14.1	If yes, furnish particulars.		

3.15	Is the supplier or any director/ member/ trustee/ director/ member/ trustee/ principal shareholder listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?	Yes	No
3.15.1	If yes, furnish particulars.		

3.16	Was the supplier or any director/ member/ trustee/ director/ member/ trustee/ principal shareholder convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes	No
3.16.1	If yes, furnish particulars.		

3.17	Does the supplier or any director/ member/ trustee/ director/ member/ trustee/ principal shareholder owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes	No
3.17.1	If yes, furnish particulars. The municipality may not do business with individuals/businesses, including that of all the owners/partners/members/directors, whose municipal rates and taxes and/or service charges are in arrears for more than three (3) months unless arrangements have been made with the municipality to settle such arrears. Refer to SCM Regulation 38(d). (Certified copies of your <i>most current</i> accounts/statements and/or proof of any arrangement to be submitted every three months – provide individual information in the schedule under par. 4.		

3.18	Was any contract between the supplier and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes	No
3.18.1	If yes, furnish particulars.		

4	<p>MFMA Circular No 62 of July 2013 require bidders to submit the names of their directors/ trustees/ shareholders, their individual identity numbers, personal tax reference numbers and employee numbers of those who are in the service of the state as defined in the Municipal Supply Chain Management Regulations as part of their bid submissions. <i>A <u>shareholder</u> is defined as a person who <u>owns</u> shares in the company and is actively involved in the management of the company or business, and exercises control over the company.</i></p>					
	<p>Full name of directors / trustees / shareholders</p>	<p>Identity Number</p>	<p>% Share-holding in company</p>	<p>Personal Tax Reference Number</p>	<p>State Employee Number (Persal)</p>	<p>Municipal rates & services account numbers (3.17.1) <i>Municipal clearance or most recent service account must be attached as evidence</i></p>
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						

I, the undersigned, certify that the information furnished on this declaration form is true and correct. I accept that my/my company's bid/registration may be rejected and in addition to the rejection that action may be taken against me/ my company should this declaration prove to be false.

.....
Signature Date
.....
Capacity of Signatory Name of Bidder/Company/CC Name

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

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

Commissioner of Oaths

Signed and sworn to before me at

on this the day of 20 by the Deponent, who has acknowledged that he/she knows and understands the contents of this Affidavit, it is true and correct to the best of his/her knowledge and that he/she has no objection to taking the prescribed oath, and that the prescribed oath will be binding on his/her conscience.

Commissioner of Oaths

Position:

Address

.....

.....

Tel:

Apply official stamp of authority on this page:

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

SCHEDULE 10: TAX CLEARANCE CERTIFICATE REQUIREMENTS

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

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

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

SCHEDULE 11: JOINT VENTURE AGREEMENT, IF APPLICABLE

The Tenderer shall attach to this page a joint venture agreement, if applicable.

SCHEDULE 12: PROOF OF PAYMENT OF MUNICIPAL RATES AND TAXES

The Tenderer shall attach to this page proof of payment of municipal rates and taxes or municipal services charges in support of Schedule 11.

Please note: Should the tenderer intend claiming preference points for local enterprise status, points shall only be awarded if proof of payment is attached.

SCHEDULE 13: RECORD OF MINUTES AND ADDENDA TO TENDER DOCUMENTS

<p>We confirm that the following communications received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:</p>		
No.	Date	Title or Detail
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Attach additional pages if more space is required.

Signature:		Date:	
Print Name:		Position:	
Tenderer:			

SCHEDULE 14: APPLICATION OF PREFERENCE POINT SYSTEM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

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

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

The points are awarded as follows:

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

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

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

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

SCHEDULE 15: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 (MBD 6.1)

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

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

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

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

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

2. DEFINITIONS

- (a) “**tender**” means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) “**price**” means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) “**Locality**” means an enterprise whose head office or primary place of business or regional or satellite office is located within the boundaries of the Cape Winelands District Municipal Area or

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \\ \mathbf{Ps} = \mathbf{80} \left(\mathbf{1} - \frac{\mathbf{Pt} - \mathbf{Pmin}}{\mathbf{Pmin}} \right) & \mathbf{or} & \mathbf{Ps} = \mathbf{90} \left(\mathbf{1} - \frac{\mathbf{Pt} - \mathbf{Pmin}}{\mathbf{Pmin}} \right) \end{array}$$

Where:

- Ps = Points scored for price of tender under consideration
Pt = Price of tender under consideration
Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \\ \mathbf{Ps} = \mathbf{80} \left(\mathbf{1} + \frac{\mathbf{Pt} - \mathbf{Pmax}}{\mathbf{Pmax}} \right) & \mathbf{or} & \mathbf{Ps} = \mathbf{90} \left(\mathbf{1} + \frac{\mathbf{Pt} - \mathbf{Pmax}}{\mathbf{Pmax}} \right) \end{array}$$

Where:

- Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
 - One-person business/sole propriety
 - Close corporation
 - Public Company
 - Personal Liability Company
 - (Pty) Limited
 - Non-Profit Company
 - State Owned Company
- [TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

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

Name and surname

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

Date.....

Address.....

.....

SCHEDULE 16: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Municipal Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be rejected if that bidder, or any of its directors have:
 - a. abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
 - b. been convicted for fraud or corruption during the past five years;
 - c. wilfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
 - d. been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p>The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	<p>Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	<p>Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>

4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.7.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME) CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM TRUE AND CORRECT.

I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

SCHEDULE 17: CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

.....
(Bid Number and Description)

in response to the invitation for the bid made by: CAPE WINELANDS DISTRICT MUNICIPALITY do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of:..... that:
(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;

3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) Has been requested to submit a bid in response to this bid invitation;
 - (b) Could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) Provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) Prices;
 - (b) Geographical area where product or service will be rendered (market allocation)
 - (c) Methods, factors or formulas used to calculate prices;
 - (d) The intention or decision to submit or not to submit, a bid;
 - (e) The submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) Bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No. 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004 or any other applicable legislation.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

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

SCHEDULE 18: CLAIMING PREFERENCE POINTS

List all partners / members / directors of this enterprise			
Van / Surname / Ifani	Voornaam / First name / Amagama	ID Nr./No. Inombolo	State Employee Number

NB! To claim Preference points a certified copy of your Balanced Broad-Based Black Economic Empowerment Score Card and proof of locality must be submitted with the **MBD 6.1 Claim Form**.

Vir meer inligting besoek: / For more information please visit: / Inkcukacha ezithe vetshe uzakuzifumana apha:

The Department of Trade and Industry: <http://bee.thedti.gov.za/>
 South African National Accreditation System: <http://www.sanas.co.za/directory.php>
 Independent Regulatory Board of Auditors: <http://irba.co.za/index.php>

Name of Business/Entity:		
1	Percentage of shareholding of persons (HDI) in the business historically disadvantaged because of unfair discrimination based on race .	%
2	Percentage of shareholding of persons (HDI) in the business historically disadvantaged because of unfair discrimination based on gender	%
3	Percentage of shareholding of persons (HDI) in the business historically disadvantaged because of unfair discrimination based on disability .	%
Please Circle your answer below:		
4	Is your business established within the area of jurisdiction of the District Municipality?	In / Out
5	Is your business established within the area of jurisdiction of the Western Cape Province?	In / Out

SCHEDULE 19: CREDIT ORDER INSTRUCTION

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

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

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

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

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

.....
INITIALS AND SURNAME:
TELEPHONE NUMBER:

.....
AUTHORISED SIGNATURE:

DATE:

SCHEDULE 20: COIDA LETTER OF GOOD STANDING

A Letter of Good Standing that is **valid on closing date** of the bid from the Department of Employment and Labour or any institution that is licenced to carry out the business of insurance of its members against liabilities in accordance with the provisions of the COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT, 1993 (Act No. 130 of 1993) or a copy thereof must accompany the bid documents. The Letter of Good Standing (valid at closing date) can alternatively be submitted on a date as mutually agreed upon between the bidder and the Cape Winelands District Municipality. Failure to provide proof of a valid Letter of Good Standing within a mutually agreed upon timeframe from the Department of Employment and Labour or any institution that is licensed to carry out the business of insurance of its members against liabilities, will result in a bidder not being considered for further evaluation purposes. A Letter of good standing for "tender.

SCHEDULE 21: OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

AGREEMENT MADE AND ENTERED INTO BETWEEN THE CAPE WINELANDS DISTRICT MUNICIPALITY (HEREINAFTER CALLED THE "EMPLOYER")

AND

.....
(Contractor/Mandatory/Company/CC Name)

IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, ACT No. 85 OF 1993 AS AMENDED.

I,, representing, as an employer in its own right, do hereby undertake to ensure, as far as is reasonably practicable, that all work will be performed, and all equipment, machinery or plant used in such a manner as to comply with the provisions of the Occupational Health and Safety Act (OHSA) and the Regulations promulgated thereunder.

I furthermore confirm that I am/we are registered with the Compensation Commissioner and that all registration and assessment monies due to the Compensation Commissioner have been fully paid or that I/We are insured with an approved licensed compensation insurer.

COID ACT Registration Number:

OR Compensation Insurer: Policy No.:

I undertake to appoint, where required, suitable competent persons, in writing, in terms of the requirements of OHSA and the Regulations and to charge him/them with the duty of ensuring that the provisions of OHSA and Regulations as well as the Council's Special Conditions of Contract, Way Leave, Lock-Out and Work Permit Procedures are adhered to as far as reasonably practicable.

I further undertake to ensure that any subcontractors employed by me will enter into an occupational health and safety agreement separately, and that such subcontractors comply with the conditions set.

I hereby declare that I have read and understand the appended Occupational Health and Safety Conditions and undertake to comply therewith at all times.

I hereby also undertake to comply with the Occupational Health and Safety Specification and Plan.

Signed aton the.....day of.....20.....

.....
Witness

.....
Mandatory

Signed aton the.....day of.....20.....

.....
Witness

.....
for and on behalf of
Cape Winelands District Municipality

Part C1: Agreements and Contract Data

Part C1: Agreements and Contract Data

C1.1 Form of Offer and Acceptance

Part C2: Pricing Data

C2.1 Pricing Assumptions

C2.2 Bill of Quantities

Part C3: Scope of Works

C3.1 Scope of Work

C1.1 FORM OF OFFER AND ACCEPTANCE

IMPORTANT NOTE:

The Tender Form (Offer by Tenderer) shall be completed and signed by all tenderers. Failure to properly complete and sign the Tender Form shall lead to disqualification of the tender.

The Acceptance Form shall be signed by the Employer to formalise the Contract Agreement after the successful tenderer has been formally notified of award.

The Schedule of Deviations forms an integral part of the Contract Agreement.

C1.1 FORM OF OFFER AND ACCEPTANCE (AGREEMENT)

OFFER BY TENDERER

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of the following works: **Contract No: T 2026/038 CONSTRUCTION OF SIDEWALKS WITHIN BREEDE VALLEY MUNICIPALITY JURISDICTION AREA.**

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

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

The offered rate as per Bill is as follows:

School Sidewalk and Embayment R

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.

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

Signature: *(of person authorized to sign the tender)*

Name: *(of signatory in capitals)*:

Capacity: *(of Signatory)*:

Name of Tenderer: *(organisation)*:

Address:

Telephone number: Fax number:.....

Witness:

Signature:

Name: *(in capitals)*:

Date:

[Failure of a Tenderer to complete and sign this Form of Offer will invalidate the tender]

ACCEPTANCE BY EMPLOYER

By signing this part of the 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 Agreement, and Contract Data, (which include this Agreement)
- Part C2 Pricing Data, including the Bill of Quantities
- Part C3 Scope of Work

and drawings and documents or parts thereof, which may be incorporated by reference into Parts C1 to C3 above.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto as listed in the Tender Schedules as well as any changes to the terms of the Offer agreed by the Tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Agreement. No amendments to or deviations from said documents are valid unless contained in this Schedule.

The Tenderer shall within two weeks after receiving a formal Letter of Award, including the Schedule of Deviations (if any), contact the Employer or its agent (whose details are given in the Contract Data) to arrange the delivery of bonds, guarantees and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data, upon receipt of which the Employer will execute the contract by signing this Agreement. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

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

Signature(s):

Name(s):

Capacity for the Tenderer:

Name of organization.....

Name and Signature of Witness:Date:

SCHEDULE OF DEVIATIONS

Notes:

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

1. **Subject:**

Details:

.....

2. **Subject:**

Details:

.....

3. **Subject:**

Details:

.....

4. **Subject:**

Details:

.....

5. **Subject:**

Details:

.....

By the duly authorised representatives signing this Agreement, the Employer and the Tenderer agree to and accept the foregoing Schedule of Deviations as the only deviations from and amendments to the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, as well as any confirmation, clarification or change 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:

Name: *(in capitals)*

Capacity:

Name of Tenderer *(organisation)*

Address:.....

Witness: **Signature:**

Name *(in capitals)*:

Date:

For the Employer:

Signature:

Name: *(in capitals)*

Capacity:

Name of Employer *(organisation)*

Address:.....

Witness: **Signature:**

Name *(in capitals)*:

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..... at (place).

For the Tenderer:

Signature:

Name: (*in capitals*)

Capacity:

Name of Tenderer (*organisation*)

Address:.....

Witness: **Signature:**

Name (*in capitals*):

Date:

For the Employer:

Signature:

Name: (*in capitals*)

Capacity:

Name of Employer (*organisation*)

Address:.....

Witness: **Signature:**

Name (*in capitals*):

Date:

C1.2 Contract Data (Part 1)

General Conditions of Contract

The General Conditions of Contract for Construction Works Third Edition (2015) published by the South African Institute of Civil Engineering is applicable to this Contract.

The Conditions of Contract is available for inspection and scrutiny at the offices of the Employer's Agent.

The General Conditions of Contract for Construction Works make several references to the Contract Data. The Contract Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the General Conditions of Contract.

APPENDIX 2, PART 1 - DATA PROVIDED BY THE EMPLOYER

Clause	Wording
--------	---------

3.1.1.1.13	The Defects Liability Period is 12 months.
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3.1.1.1.14	The time for achieving Practical Completion is 6 months
------------	---

1.1.1.15	The Employer is the CAPE WINELANDS DISTRICT MUNICIPALITY.
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The authorised and designated representative of the Employer is:

Designation.:	Deputy Director: Project and Waste Management
Name:	Mr C. Swart

1.2.1.2	The address for receipt of communications is:
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Telephone:	023 348 2300
E-mail:	christo@capewinelands.gov.za
Address:	P.O. Box 100 Stellenbosch 7599

1.1.1.16	The name of the Employers Agent is 2MC Consulting Engineers
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1.2.1.2	The address of the Employer's agent is:
---------	---

Physical address:	Western Cape Regional Office The Colosseum Foyer 3 Century City
Postal address:	Cape Town 7441
E-mail address:	asemahle@2mcccons.co.za

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) including cash flow
- (3) Security (Refer to Clause 6.2)
- (4) Insurance (Refer to Clause 8.6)
- (5) Occupational Health and Safety Agreement (C1.4 of the Contract Document)
- (6) Letter of Good Standing from the Compensation Commissioner (if not insured with a Licensed Compensation Insurer)
- (7) Traffic Accommodation plan and access to the residence.

5.3.2	The time to submit the documentation required before commencement of the Works is 14 days.
-------	--

5.8.1	The non-working days are Sundays. The special non-working days are:
-------	--

- (1) All gazetted public holidays falling outside the year-end break.
- (2) The year-end break as determined by the South African Federation of Civil Engineering Contractors.

- 5.12.2.2 A delay caused by inclement weather conditions will be regarded as a delay only if, in the opinion of the Employer's Agent, all progress on an item or items of work on the critical path of the working programme of the contractor has been brought to a halt. Delays on working days only (based on a five-day working week) will be taken into account for the extension of time, but the Contractor shall make provision in his programme of work for an expected delay of "n" working days caused by normal rainy weather, for which he will not receive any extension of time, where "n" equals 2 days per month. Extension of time during working days will be granted to the degree to which actual delays, as defined above, exceed the number of "n" working days. It shall be further noted that where the critical path is not affected, no extension of time for abnormal climatic conditions or for any other reason will be entertained.
- 5.13.1 The penalty for failing to complete each portion, as set out in the Scope of Works, is R1500 per calendar day.
- 5.16.3 The latent defects period is 10 years for civil works. Advance Payment Guarantee:
- 6.2 "Add the following as Clause 6.2.1:
- 6.5.1.2.3 The security must be equal to 0 % of the Contract Sum.
The percentage allowance to cover overhead charges is 5%
- 6.8.2 The Contract Price shall not be subject to any contract price adjustment and the rates and prices tendered in the Bill of Quantities shall be final and binding throughout the period of the contract.

Notwithstanding the above, if special materials are specified in Part 2 of the Contract Data then the provisions of Clause 6.8.3 of the General Conditions of Contract shall apply to such special materials
- 6.8.3 Price adjustments for variations in the costs of special materials are not allowed.
- 6.8.4 Notwithstanding the above, in the event that a public holiday is proclaimed within 28 days before the closing date for tenders, no costs other than those that can be claimed under Clause 5.12.3 shall be added to the contract price.
- 6.10.1.5 The percentage advance on materials not yet built into the Permanent Works is 80%.
- 6.10.3 Notwithstanding the provision of a performance guarantee in terms of Clause 6.2.1, interim payments to the Contractors shall be subject to a retention by the Employer of an amount of 10% of the said amounts due to the Contractor, with no limit. A guarantee in lieu of retention is not permitted.
- 8.6.1.1.2: The value of Plant and materials supplied by the Employer to be included in the insurance sum is R 0.00 (Nil).
- 8.6.1.1.3: The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is R200 000.00.
- 8.6.1.3 The limit of indemnity for liability insurance is R 5 000 000.

C2. PRICING DATA

C2.1: PRICING ASSUMPTIONS

C2.2: BILL OF QUANTITIES

C2.1: PRICING ASSUMPTIONS

C2.1.1 GENERAL

The Bill of Quantities forms part of the Contract Documents and must be read and priced in conjunction with all the other documents comprising the Contract Documents, which include the Conditions of Tender, Conditions of Contract and the Scope of Works.

C2.1.1.2 DESCRIPTION OF ITEMS IN THE SCHEDULE

The short description given in the Bill of Quantities are a brief description used to identify the activities for which prices are required. Detailed descriptions of the activities to be priced are provided in the Scope of Works.

While it is entirely at the tenderer's discretion as regards pricing the Bill of Quantities, guideline tariffs of fees or indicative time-based fee rates are gazetted annually by each of the built environment professional bodies, which are useful documents that will give tenderers some idea of industry norms against which they may compare their rates, sums, percentage fees and / or price as applicable.

C2.1.1.3 QUANTITIES REFLECTED IN THE SCHEDULE

The Contract Price for the completed contract shall be according to the Bill of Quantities.

C2.1.1.4 PRICING OF THE BILL OF QUANTITIES

Pricing Assumptions mean the criteria as set out below, read together with all Parts of this contract document, which it will be assumed in the contract, that the tenderer has taken into account when developing his prices. It is emphasized that the contractor must endeavour at all times to make use of local labour (skilled and unskilled) and local suppliers, obtained from within the Breede Valley Local Municipal Area when undertaking the various activities.

1. The method of measurement published by the South African Bureau of Standards in clause 8 of the Standardised Specifications for Civil Engineering Construction is applicable, subject to the variations and amendments contained in the section "Applicable SABS 1200 standardised specifications".
2. Descriptions in the Bills of Quantities are abbreviated and comply generally with those in the Standardised Specifications. Clause 8 of each Standardised Specification, read together with the relevant clauses of the Scope of Work, set out what ancillary or associated activities are included in the rates for the operations specified. Should any requirements of the measurement and payment clause of the applicable Standardised Specification, or the Scope of Work, conflict with the terms of the Schedule, the requirements of the Standardised Specification or Scope of Work, as applicable, shall prevail.
3. The clauses in a specification in which further information regarding the schedule item appears under "Reference clause" in the Schedule. The reference clauses indicated are not necessarily the only sources of information in respect of scheduled items. Further information and specifications may be found elsewhere in the contract documents. Standardised Specifications are identified by the letter or letters which follow SABS in the SABS 1200 series of specifications, e.g. G for SABS 1200 G.
4. Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance is made for waste.

5. The quantities set out in the Bills of Quantities are the estimated quantities of the Contract Works, but the Contractor will be required to undertake whatever quantities may be directed by the Engineer from time to time. The Contract Price for the completed contract shall be computed from the actual quantities of work done, valued at the relevant unit rates and prices.
6. The prices and rates to be inserted in the Bills of Quantities are to be the full inclusive prices for the work described under the several items. Such prices and rates shall cover all costs and expenses that may be required in and for the execution of the work described, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the documents on which the tender is based, as well as overhead charges and profit. Reasonable prices shall be inserted as these will be used as a basis for assessment of payment for additional work that may have to be carried out. If a nil rate is entered against an item, it will be considered that there is no charge for that particular item (even should the quantity subsequently increase).
7. A price or rate is to be entered against each item in the Bills of Quantities, whether the quantities are stated or not. An item against which no price is entered will be considered to be covered by the other prices or rates in the Bills of Quantities, and that there is no charge for that particular item (even should the quantity subsequently increase).
8. Except where rates only are required, insert all amounts to be included in the total tendered price in the "Amount" column and show the corresponding total tendered price.
9. All transportation of material anywhere on/off or from or to the various sites will be deemed to be unlimited free-haul and the contractor must allow for this in the rates tendered for the items in the Bill of Quantities.
10. The units of measurement described in the Bills of Quantities are metric units. Abbreviations which may be used in these Bills of Quantities are as follows:

mm = millimetre	h = hour
m = metre	kg = kilogram
km = kilometre	t = ton (1000 kg)
m ² = square metre	No. = number
m.pass = square metre-pass	sum = lump sum
ha = hectare	MN = meganewton
m ³ = cubic metre	MN.m = meganewton-metre
m ³ .km = cubic metre-kilometre	P C sum = Prime Cost sum
l = litre	Prov sum = Provisional sum
kl = kilolitre	% = percent
MPa = megapascal	kW = kilowatt
11. Reasonable compensation will be received where no pay item appears in the Bill of Quantities in respect of work required in terms of the Contract and which is not covered in any other pay item.

C2.2: BILL OF QUANTITIES

CONTRACT NO. T2025/081

CONSTRUCTION OF SIDEWALKS WITHIN BREEDE VALLEY MUNICIPALITY JURISDICTION AREA.

PRELIMINARY AND GENERAL

SOLON, ALBATROS AND LEIPOLDT AVENUE

SECTION 1 : PRELIMINARY AND GENERAL

ITEM NO	PAYMENT REFERS	DESCRIPTION	UNIT	QTY	RATE		AMOUNT
1	SANS1200	PRELIMINARY AND GENERAL					
1.1		SCHEDULED FIXED-CHARGE AND VALUE RELATED ITEMS					
1.1.1	8.3.1	Contractual requirements	Sum	1			
1.1.2	8.3.2	Establishment of Facilities on site					
	8.3.2.1	Facilities for Engineer					
		c) Nameboard	Sum	1			
	8.3.2.2	Facilities for contractor					
		a) Offices and storage shed	Sum	1			
		g) Water supplies, electric power and communications	Sum	1			
		e) Ablution and Latrine Facilities	Sum	1			
		i) Access (Sub-clause 5.8)	Sum	1			
1.1.3	8.3.3	Other fixed-charge obligations (Supply details) i)	Sum	1			
1.1.4	8.3.4	Removal of Contractor's and Engineer's site establishment on completion	Sum	1			
1.2	8.4	SCHEDULE TIME-RELATED ITEMS					
1.2.1	8.4.1	Contractual Requirements	Months	4			
1.2.2	8.4.2	Operate and maintain facilities on the site					
	8.4.2.1	Facilities for Engineer					
		c) Nameboards	Months	4			
		d) Survey assistants and materials	Months	4			
	8.4.2.2	Facilities for Contractor					
		a) Office and storage sheds	Months	4			
		e) Ablution and Latrine Facilities	Months	4			
		g) Water, electricity, communication	Months	4			
1.2.3	8.4.3	Supervision and survey for the contract duration	Months	4			
1.2.4	8.4.4	Company and Head Office overheads cost for the Duration of the Contract.	Sum	1			
1.2.5	8.4.5	Other time-related obligations (supply details) i)	Months	4			
1.2.6	8.5.3	Community Liason Officer (CLO) remuneration	Prov Sum	1	R	36 000.00	R 36 000.00
1.2.7		Charge by contractor on item 8.5.3 up to 10%	%				
1.3	8.6	PRIME COST SUMS					
1.3.1	8.6.1	Testing of materials and workmanship	PC Sum	1	R	10 000.00	R 10 000.00
		Charge by contractor on item 8.6.1 up to 10%	%				
1.4	8.7	DAYWORKS					
1.4.1		Labour					
		a)Skilled labour	hr	20			
		b)Semi skilled labour	hr	40			
		c)Unskilled labour	hr	40			
		c)Artisan	hr	10			
		d)Surveyor	hr	10			
TOTAL CARRIED FORWARD TO SUMMARY							

ITEM NO	PAYMENT REFERS	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
TOTAL CARRIED FORWARD TO SUMMARY						
1.5	8.8	TEMPORARY WORKS				
		Accommodation of traffic				
1.5.1		Payment for the following items shall only be made on instruction of the Engineer to utilise these items:				
		i) Flagman	Man/day	80		
		ii) Temporary Regulatory Sign-TR201-40	No	4		
		iii) Road works -TW336	No	8		
		iv) Portable STOP/GO- RY signs	No	10		
		v) Plastic traffic cones (Large) Portable STOP/GO- RY signs	No	30		
		vi) Delineators (DTG50J): Mounted back to back	No	50		
1.6	8.7	Plant:				
		i) Digger loader	hr	24		
		ii) Light Delivery Vehicle	hr	8		
		iii) Pedestrian type vibrating roller 1 ton(Bomag)	hr	8		
		iv) Water Truck	hr	8		
		v) Pneumatic Tyre Roller	hr	8		
		vi) Smooth drum roller	hr	8		
1.7	8.7	Material:				
		a) Allow provisional sum for Net Cost of materials	Prov Sum		R 25 000.00	R 25 000.00
		b) Overheads, charges and profit on (1) above up to 10%	%			
1.8		Occupational Health and Safety				
		i) Cost of OHS measures in terms of Construction Regulations of the Occupational Health and Safety Act	Sum	1		
		ii) Compilation and Maintenance of a Health and Safety Plan, including Risk Assessment, Safety Works Procedures and Methods Statement	Sum	1		
		iii) Compilation and maintenance of the Health and Safety File	Sum	1		
		iv) Medical Examination	No	10		
TOTAL CARRIED FORWARD TO SUMMARY						

BILL OF QUANTITIES

CONTRACT NO. T2025/081

**CONSTRUCTION OF SIDEWALKS WITHIN BREEDE VALLEY MUNICIPALITY JURISDICTION
AREA.**

CIVIL WORKS

EARTHWORKS AND FOUNDATIONS						
ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
2	SANS 1200 C	SITE CLEARANCE				
2.1	8.2.1	<u>Clear and grub site</u>	m ²	0		
		i)Relocation of Municipal or other services	Prov Sum	1	R15 000.00	R 15 000.00
		Overhead, charges, profit, etc. on item above up to 10%	%			
		ii)Supply tempory vehicle access to appropriate households	No	9		
		iii)Breaking and carting away of existing vehicle accesses and reinstate to the simaliar or better condition.	m ²	5		
		vi)Relocation of existing fences (Encroaching cadastral lines)	m	50		
		v)Removal of paving blocks for reuse	m ²	315		
2.2	SANS 1200 D	EARTHWORKS				
2.2.1	8.3.8	EXISTING SERVICES				
	8.3.8.1	Location of underground services: c)Excavate by hand in soft material to expose undrground services:	m ³	6		
	8.3.8.2	Dealing with services that are at risk because of the construction of earthworks				
		a) Cables				
		i) Underground electrical cables	No	5		
		ii) Overhead electrical cables	No	5		
		iii) Underground telecommunication lines	No	5		
		iv) Overhead telecommunication lines	No	5		
2.3	SABS1200 DA	EARTHWORKS (SMALL WORKS)				
	PSDA	Importing material from stockpile (Backfill and shaping behind kerbs)	m ³	50		
	8.3.3	In excess of freehaul (freehaul equating to 1.0km)	m ³ .km	400		
2.4	SANS1200 DM	EARTHWORKS (ROADS, SUBGRADE)				
		TREATMENT OF ROAD-BED (Sidewalk and Embayment)				
2.4.1	8.3.3	Treatment of road-bed (In-situ material)				
		a) Road-bed preparation and compaction of material to: ii)In-situ material compacted to a minimum of 93% MDD	m ³	81		
		b) Selected layer from commercial sources (i) G7 selected material compacted to a minimum of 93%	m ³	40.5		
2.4.2	8.3.7	CUT TO SPOIL OR STOCKPILE				
		Cut to spoil, including free-haul up to 1,0 km. Material obtained from:				
		a) Soft excavation	m ³	198.5		
		c) Hard excavation	m ³	39.7		
TOTAL CARRIED FORWARD TO SUMMARY						

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
BROUGHT FORWARD						
2.5	SANS 1200 GA	CONCRETE (SMALL WORKS) RAISE PEDESTRAIN CROSSING				
2.5.1	8.1.1	Formwork	m ²	60		
2.5.2	8.1.3	Concrete 25/19 Mpa, 200 mm Thickness	m ³	8		
2.6	SANS 1200 ME	SUBBSAE SIDEWALK AND EMBAYMENTS				
2.6.1	8.3.3	Construct Subbase (G5) material from commercial source a) 150mm thick to new works compacted to 95% mod AASHTO density	m ³	151.5		
2.7	SANS 1200 MF	BASE EMBAYMENTS Construct base (G4) material from commercial source. a) 150mm thick to new works compacted to 98% mod AASHTO density	m ³	40.5		
2.8	SANS 1200 MH	ASPHALT BASE AND SURFACING				
2.8.1	8.5.1	PRIME COAT a) MC-30 cut-back bitumen or Colprime-E or dimilar approved.	m ³	567		
2.8.2	8.5.4	ASPHALT Asphalt Surfacing of Continuously graded, medium grading using 50/70 penetration grade bitumen in a) 30mm thickness placed in roads/ sidewalks and compacted to 93% of Maximum Theoretical Density (RICE) a) 40mm thickness placed in roads/ sidewalks and compacted to 93% of Maximum Theoretical Density (RICE)	m ³	16.2		
			m ³	10.8		
2.9	SABS 1200 MJ	SEGMENTED PAVING				
2.9.1	8.2.2	Interlocking precast concrete paving blocks type SA, including straight cutting of units to fit between edge restraints, laid on and including 20 mm river sand bed and 250 micron polyethylene sheeting, compacted and plaster sand broomed into joints on completion. a)80mm Type S-A, Class 25 precast blocks a)60mm Type S-A, Class 25 precast blocks	m ²	260		
			m ²	200		
TOTAL CARRIED FORWARD TO SUMMARY						

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
BROUGHT FORWARD						
2.10	SANS 1200 MK	KERBING AND CHANNELLING				
2.10.1	8.2.1	Concrete Kerbs				
		a) Figure 4 Barrier kerb, straight or curve or similar approved				
		(1) 1000mm long	m	113.4		
		(2) 330mm long	m	28.35		
		b) Figure 12B Edging, straight or curved, or similar approved				
		(1) 1000mm long	m	1570		
		(2) 330mm long	m	90		
		b) Figure CK5, Combination Kerb, straight or curved, or similar approved				
		(1) 1000mm long	m	0		
		(2) 330mm long	m	0		
2.11	SANS 1200 MM	ANCILLARY ROADWORKS				
2.11.1	8.3.1	Road signs as per specification				
		i) Speed Humps road sign (W332)	No.	6		
		ii) Pedestrian Crossing road sign (W306)	No.	6		
2.11.2	8.3.3	Sign Supports				
		a) 50 mm Diameter galvanised steel pole (1200mm min.)	No.	12		
2.11.3	8.3.4	Excavation and Backfilling and Concreting for Sign Supports (Backfill with material from stockpile)	m³	1		
2.11.4	8.4.1	1,5mm THICK THERMOPLASTIC ROAD MARKING APPLIED ACCORDING TO THE PROJECT SPECIFICATIONS, DRAWINGS AND MANUFACTURERS SPECIFICATIONS COMPLETE				
		a) Broken/ unbroken white lines				
		i) 150 mm wide	km	6		
		ii) 200 mm wide	km	3		
TOTAL CARRIED FORWARD TO SUMMARY						
SIDEWALKS AND EMBAYMENT						

SUMMARY OF BILLS OF QUANTITIES

T2025/081: CONSTRUCTION OF SIDEWALKS WITHIN BREEDE VALLEY MUNICIPALITY JURISDICTION AREA		
SECTION NO.	DESCRIPTION	TOTAL
SCHOOL SIDEWALK AND EMBAYMENT PHASE		
SANS 1200A	PRELIMINARY AND GENERAL	
SANS 1200C	SITE CLEARANCE	
SANS 1200D	EARTHWORKS	
SANS 1200GA	CONCRETE (SMALL WORKS)	
SANS 1200ME	SUBBASE	
SANS 1200MH	ASPHALT BASE AND SURFACING	
SANS 1200MJ	SEGMENTED PAVING	
SANS 1200MK	KERBING AND CHANNELLING	
SANS 1200MM	ANCILLARY ROADWORKS	
SUB-TOTAL		
5% CONTINGENCY		
SUB-TOTAL		
VAT (15%)		
CONTRACT TOTAL (TO BE CARRIED OVER TO THE FORM OF OFFER)		

Part C3: Scope of Work

PART C.3.1: DESCRIPTION OF WORKS

C3.1.1 Employers Objectives

C3.1.2 Overview of the Works

C3.1.3 Extent of the Works

C3.1.4 Location of the Works

C3.1.5 Location of Contractor's Camp Site

CAPE WINELANDS DISTRICT MUNICIPALITY

CONTRACT NO. T2025/081

**CONSTRUCTION OF SIDEWALKS WITHIN BREEDE VALLEY MUNICIPALITY
JURISDICTION AREA.**

C3.1 Description of the Works

C3.1.1 Employers Objectives

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

The description of the project contained in the Scope of Work is merely an outline of the Contract Works and shall not limit the work to be carried out by the Contractor under this Contract. Details of some of the major items are given in this section and approximate detailed quantities for each type of work to be carried out in accordance with the Contract Documents are included in the Bill of Quantities.

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

C3.1.2 Overview of the Works

The works consists of engineering interventions at Primary Schools.

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

The phase include:

School Sidewalks and Embayment

- De Tuinen Primary School, Worcester
- Avian Primary School, Worcester

C3.1.3 Extent of the Works

The works to be constructed under this contract include but is not limited to that which is shown on the drawings or as directed from time to time by the Employer's Agent and include the following main activities:

- a) Establishment on site
- b) Site Clearance and removal of damaged infrastructure.
- c) Construction of embayments for passenger vehicles, taxis and busses.
- d) Construction of pedestrian crossings.
- e) Construction or rehabilitation of speed humps.
- f) Road signage and markings as required for traffic calming measures.
- g) Road's reinstatement and formalising of access points.
- h) General earthworks shaping to alleviate any ponding.
- i) Concrete works as infill or to stabilise.

C3.1.4 Location of the Works

The location of schools to be upgraded fall within the town of Worcester and are located in the Breede Valley local municipality which forms part of the greater Cape Winelands District Municipality. The 2 schools are within Worcester town.

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

C3.1.5 Location of Contractor's Camp Site

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

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

C3.2 Engineering

Clause	Topic	Details	
C3.2.1	Design	Works designed by, per design stage:	
		Concept, feasibility and overall process	Employer
		Basic Engineering and layouts to tender stage	Employer
		Final design to approved for construction stage	Employer
		Temporary works	Contractor
		Preparation of as-built drawings	Contractor
C3.2.2	Employer's design	The Employer's design is contained in the Tender Documentation and Drawings. Amendments to the design, if necessary, will be issued during the construction phase.	
C3.2.3	Design brief	Where the Contractor is to supply the design of designated parts of the permanent Works or Temporary Works, he shall supply full working drawings supported by a Professional Engineer's / Engineering Technologist's design certificate.	
C3.2.4	Drawings	Reduced drawings form part of the tender documents and shall be used for tender purposes only. The Contractor shall use only the dimensions stated in figures on the Drawings in setting out the Works, and dimensions shall not be scaled from the Drawings, unless required by the Employer's Agent. The Employer's Agent will, at the request of the Contractor and in accordance with the provisions of the Contract, provide such dimensions as may have been omitted from the Drawings.	

CAPE WINELANDS DISTRICT MUNICIPALITY

CONTRACT NO. T2025/081

CONSTRUCTION OF SIDEWALKS WITHIN BREEDE VALLEY MUNICIPALITY JURISDICTION AREA

C3.3 Construction

C3.3.1 Applicable Standardised Specifications

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

SABS 1200 A	: General
SABS 1200 C	: Site Clearance
SABS 1200 D	: Earthworks
SABS 1200 DM	: Earthworks (roads, subgrade)
SABS 1200 M	: Roads (general)
SABS 1200 ME	: Subbase
SABS 1200 MF	: Base
SABS 1200 MJ	: Segmented paving
SABS 1200 MK	: Kerbing and Channelling
SABS 1200 MM	: Ancillary roadworks

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

C3.3.2 Plant and Materials

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

C3.3.3 Existing Services

General

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

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

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

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

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

C3.3.4 Site Establishment and Facilities

C3.3.4.1 Site Facilities Available

Source of Water Supply

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

Source of Power Supply

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

Location of Camp and Depot

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

Ablution Facilities

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

Disposal Sites

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

Excavation and Stockpile on Site

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

C3.3.4.2 Site Facilities Required

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

C3.3.4.3 Features Requiring Special Attention

Safety Regulations

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

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

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

C3.3.5 Amendments to Standardised Specifications

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

PSA GENERAL (SABS 1200A)

PSA 3 MATERIALS (SUBCLAUSE 3.1)

PSA 3.1 Approval of Material

Amend subclause 3.1 to read as follows:

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

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

PSA 5 CONSTRUCTION

PSA 5.51 SURVEY

PSA 5.1.1 Setting Out of the Works (Subclause 5.1.1)

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

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

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

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

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

PSA 5.2 Watching, Barricading, Lighting (Subclause 5.2)

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

PSA 5.4 Dealing with Existing Services (Subclause 5.4)

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

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

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

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

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

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

Electric cables

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

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

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

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

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

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

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

PSA 5.9 ACCOMMODATION OF TRAFFIC

PSA 5.9.1 General

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

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

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

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

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

PSA 5.9.2 Overall Requirements

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

An accommodation of traffic method statement shall be formally submitted to the Engineer for approval, and once approved, will form the basis of all related

construction activities. It will be closely linked to the Contractors programme and will be monitored accordingly.

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

PSA 5.9.3 Barricades and Signs

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

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

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

PSA 7 TESTING

PSA 7.1 Testing Principles (Subclause 7.1)

a) Testing of roadwork rehabilitation and the like

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

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

The Engineer will be under no obligation to the Contractor to perform the tests. If the Engineer elects not to perform a particular test after notification by the Contractor, he will issue the Contractor with a written instruction to proceed with the relevant works without the acceptance test being performed. The Engineers

Representative will agree at commencement of the contract minimum acceptance testing requirements for each component of work.

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

PSA 7.2 Approved Laboratories (Subclause 7.2)

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

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

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

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

PSA 7.5 As-Built Information

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

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

PSA 8 MEASUREMENT AND PAYMENT

PSA 8.4 schedules time-related items

PSA 8.4.6 Standing Time Cost

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

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

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

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

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

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

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

The provision of the clause shall in no way prejudice the right of either the Employer or the Contractor to determine the contract items of the provisions of clause 57 of the general conditions of contract.

The Contractor shall take note that no payment will be considered for additional cost of time lost for any daily removal of plant and equipment from the site, any additional costs incurred in protecting his plant and site establishment, or loss incurred in respect of damage to construction plant, equipment and materials supplied and the works.

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

**PSA 8.5: Provisional sums stated by
Engineer.....Unit: Prov. Sum**

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

PSA 8.7 DAYWORK

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

PSA 8.8 TEMPORARY WORKS

PSA 8.8.2.1 Accommodation of TrafficUnit : Sum

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

The above sum shall also include the following:

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

PSA8.8.2.2 Barriers, Barricades, Signs etc

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

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

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

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

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

PSA8 9 OCCUPATIONAL HEALTH AND SAFETY (PROVISIONAL)

PSA8.9.1 Health And Safety Requirements Unit : Sum

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

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

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

PSAB ENGINEER'S OFFICE

PSAB 3.1 Nameboard (Subclause 3.1)

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

PSAB 3.2 Office (Subclause 3.2)

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

PSAB 4.1 Telephone and Fax (Subclause 4.1)

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

PSAB 4.2 Computer (Subclause 4.2)

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

PSAB 5.5 Survey Equipment and Survey Assistant (Subclause 5.5)

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

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

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

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

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

PSAB 5.6 Transport for the Engineer's Representative

No transport is required for the Engineers Representative.

PSAB 5.7 Site Instructions

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

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

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

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

PSC SITE CLEARANCE

PSC3 MATERIALS

PSC3.1 Disposal of Material

Replace subclause C3.1 with the following:

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

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

PSC 5.1 Clearing

Add to subclause 5.1:

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

PSC 5.9 REMOVAL OF EXISTING KERBS AND CHANNELS

PSC 5.9.1 Clearance

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

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

PSC 5.10 CUT AND REMOVE PREMIX AND BASECOURSE/SUBBASE

PSC 5.10.1 Scope

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

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

PSC 8 SCHEDULED ITEMS

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

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

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

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

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

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

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

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

The Tenderer rate shall include for the following:

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

PSD EARTHWORKS

PSD 2.3 Definitions (Subclause 2.3)

PSD 2.3.1 Sand

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

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

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

PS D 3.3.1: General

Substitute the second paragraph of D 3.3.1 with the following:

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

The Contractor shall deal in such a way with materials from all excavations for streets, channels or pipe trenches to ensure that usable material is not contaminated with unsuitable material. If usable material is contaminated, such contaminated material shall be removed and replaced with suitable material, all at the Contractor's expense. No additional payment shall be made in respect of this and all relevant costs shall be deemed to be included in the tendered rates.

All unsuitable material shall be removed prior to importing fill material to such areas.

PSD 5.1 CONSTRUCTION

PSD 5.1.2 PRECAUTIONS

PSD 5.1.2. Existing Services

PSD 5.1.2.2 Detection, location and exposure

Add the following to D 5.1.2.2

If existing services are not shown on the drawings but the existence thereof can be reasonably expected, the Contractor shall, in conjunction with all relevant authorities, determine the exact depth and location of such services before the commencement of construction. After locating the exact position of services,

whether indicated on the drawings or not, such services shall be deemed to be known services, and the Contractor shall be liable for all costs and subsequent costs arising from the damage thereof as a result of the Contractor's activities. These services must also be indicated on the "as built" drawings.

PSD 5.1.2.3 Protection of cables

Substitute "estimated position" in the second sentence of D5.1.2.3 with "actual or exposed position"

PSD 5.1.3 Precautions Against Windblown Sand and Dust

Add the following subclause to 5.1

The Contractor shall execute the work in such a manner as to minimise the problem of windblown sand originating from within the site. He will remain totally responsible for dealing with this potential problem on all clearing, earthwork and trenching operations.

The Engineer shall be entitled to instruct the Contractor to undertake precautionary measures such as watering, stabilising or operating in smaller areas without the Contractor having recourse to extra compensation. Any costs due to this shall be deemed included under rates tendered elsewhere.

PSD 5.1.4 Groundwater (Subclause 5.1.3)

Should groundwater be encountered in the trenches or excavations the contractor shall provide, operate and maintain sufficient pumping equipment, well points, pipes and other equipment necessary for the proper execution of the works, the cost of which shall be covered by the rates tendered.

PSD 8 MEASUREMENT AND PAYMENT (SUBCLAUSE 8)

PSD 8.2 Computation of Quantities

PSD 8.3 Scheduled Items

PS D 8.3.8.1 (c): Excavate by hand in soft material to expose servicesUnit: m³

Add the following to D 8.3.8.1(c):

Excavation by hand to expose existing services shall only be measured and paid for if so, ordered in writing by the Engineer. After the excavation of trial holes to determine the exact position and depth of existing services, at intervals as required by the Engineer, the excavation to a level of 300 mm above such services shall be measured and paid for as normal excavation, independent of the depth of such excavation. Only excavation within 300 mm of the existing services will be

measured and paid for as excavation by hand and then only if ordered in writing by the Engineer.

PSD 8.3.14 Precautions against windblown sand.....Unit : Sum

The tendered sum shall include full compensation for compliance with protective measures in minimising the problems of windblown sand originating from the site.

PSDB 3.6.1 Subbase and Base (Subclause 3.6.1)

Substitute DB 3.6.1 with the following:

Where trenches cross or run adjacent to surfaced roads and paved areas, of which the surfaces are scheduled to be reinstated, the material excavated from the existing base and/or subbase pavement layer(s) shall be set aside and used in the reconstruction of the subbase layer. Where applicable, a new material complying with the requirements of SABS 1200 MF shall be used in the reconstruction of the base layer. Any shortfall in material for the reconstruction of the subbase layer shall be made up by the use of material complying with the requirements of SABS 1200 ME.

PSDB 5.1.2.1 Stormwater, Seepage and Dewatering: Throughout The Works (Subclause 5.1.2.1)

In addition to the Contractor's responsibilities for dealing with water, the Engineer may order the Contractor to place a crushed stone bedding layer (minimum thickness 150 mm) on the trench bottom.

Should the trench bottom conditions remain unstable due to the nature of the soil and the degree of saturation, the Engineer may order the Contractor to install a filter fabric on the trench bottom prior to the provision of the stone layer. The specified bedding material shall then be used to bed the pipe.

The Contractor will only be paid for providing and laying the stone bedding layer and filter fabric after receipt of a written order to do so from the Engineer.

PSDB 5.2 Minimum Base Widths (Subclause 5.2)

A side allowance of 300 mm shall be applicable to pipes of diameter less than 700mm.

PSDB 5.7 Compaction (Subclause 5.7)

PSDB 5.7.1 Areas Not Subject to Traffic Loads (Subclause 5.7.1)

This shall not apply.

PSDB 5.7.2 Areas Subject to Traffic Loads (Subclause 5.7.2)

The provisions of subclause 5.7.2 with regard to compaction of trenches shall be applicable to all trenches. Sand backfilling shall be provided and compacted to 100 percent Modified AASHTO maximum density where trenches crossroad ways.

PS DB 5.9: REINSTATEMENT OF SURFACES

PS DB 5.9.4: Bitumen Roads: Subbase and Base

Add the following to DB 5.9.4:

Any additional imported material required for the reinstatement of selected layers, subbase or base shall comply with the requirements of the relevant standardised and/or project specifications.

PSDB 8 MEASUREMENT AND PAYMENT

PSDB 8.3 Scheduled Items

PS DB 8.3.2: Excavation

PSDB8.3.2 Hand Excavation and Backfill..... Unit : m³

Add the following as subclause DB 8.3.2:

The provisions of DB 8.3.2(b) shall apply for hand excavation.
Payment shall only be made if so ordered by the Engineer.

PS DB 8.3.2 (a): Excavate in materials for trenches, backfill, compact and dispose of surplus Material.....Unit: m

Add the following to D 8.3.2 (a):

The depth of excavation in street reserves and other areas shall be measured from the final finished level to the invert level of the pipe.

The rates for trench excavations for subsoil drains must also include any actions needed to deal with any water in the excavations, as well as loading and transportation of material to a spoil site, spoiling levelling and compacting the material to 90% (100% for sand) of Mod.AASHTO at a spoil site as described in Part C3.3.

The rates shall also provide for the fact that the excavation width in sand will be wider than normal.

In the case of subsoil drains, this rate must allow for the supply of suitable free draining sand from above the geotextile up to 200 mm below the surface level.

PSDB8.3.5 Existing Services That Intersect or Adjoin a Pipe Trench

PSDB8.3.5 a) Services that intersect a trench Unit: No

Add the following to DB 8.3.5(a)

Existing services with a depth of cover exceeding 300 mm, measured from the bottom of excavation to the top of the existing service shall not be measured and paid for. There will be distinguished between existing erf connection.

The rate shall also allow the following costs:

- I. Sufficient photos have to be taken of existing services and handed over to the Engineer before they are being crossed, if there is a possibility of a difference in opinion over the condition of those services, especially on private property.
- II. If such a service is damaged, it has to be repaired to its original condition or if possible, to a standard agreed to in writing with the relevant owner. This agreement has to be approved by the Engineer.
- III. If such a service is removed, it has to be replaced as per original.

PSDB8.3.5 b) Services that adjoin a trenchUnit: No

Add the following to DB 8.3.5 (b)

The unit “number” will only be used for services such as poles and trees.

No payment will be made for overhead services that do not rest directly on the ground except where allowance is made for this in the schedule or quantities.

Existing services that rest directly on the ground e.g. poles, tress, walls and structures and handled in the same way as underground services, but the axis of the service will be determined as follows:

The vertical axis is defined as the nearest side or corner of the existing structure to the excavation, measured at the point where the structure and natural ground level intersect.

The horizon axis will be at the point where the structure and the natural ground level intersect. In this instance, where the excavation falls above the 45° line but within 1, 0 meter horizontally from the structure, the service will also be measured as an adjoining service **approved by the Engineer**.

There will be distinguished between existing trunk services and existing erf connection.

PSDB 8.3.6.1: Reinstate Road surfaces, complete with all courses..... Unit: m²

The layer works to be allowed for under this item are as follows below. The costs of the imported material to be used in terms of PS DB 3.6.1 and PS DB 5.9.4, and for surfacing to be included in this rate are:

For Roads:

Wearing Course	30mm Medium Continuously Graded Asphalt
Base Course	150mm Natural Gravel (G4) base compacted to 98% Modified AASHTO
Subbase	125mm Natural Gravel (G5) base, compacted to 95% Modified AASHTO
Subgrade	300mm Selected Subgrade (G7), compacted to 100% if sand or 95% Modified if non-sand

For sidewalks:

Wearing Course	60mm Interlocking Concrete Paving blocks
Base Course	100mm Natural Gravel (G5) base, compacted to 95% Modified AASHTO
Subgrade	150mm Selected Subgrade (G7), compacted to 100% if sand or 95% Modified if non-sand

Should the layer works for reinstatement at certain locations be changed, on instruction by the Engineer to suit the existing, the rate will be adjusted accordingly.

PSDB8.3.8 Dealing with Water

The cost of dealing with water as specified in Subclause PSDB5.1.2.1 will be held to have been included in the tendered sums.

2) 19mm stone below pipes.....Unit : m³

Where the use of a layer of crushed stone in the trench bottom has been authorised by the Engineer, it will be measured by volume calculated according to length multiplied by the minimum base width and specified thickness.

The tendered rate shall cover the cost of preparation of the trench bottom to accommodate the layer of stone, the supply and placing of the layer of stone over at least the specified width and all related activities in order to produce a stable platform.

3) Geotextile filter fabricUnit : m²

Where the Engineer has authorised the use of geotextile filter fabric, this shall be measured by area as:
width x nett length

where the width shall be the full or half-width supplied by the manufacturer which conforms closest to (the specified minimum base width + 2 x height of bedding).

The tendered rate shall include the cost of supply, placing and losses as a result of overlaps and over excavated trench widths.

PSDB 8.3.9: Extra over for excavations adjacent to the local community.....Unit: m³

The rate will apply to all excavations which are within 10m of the local community.

The rate will cover all aspects of safety, narrow working space, restricted excavation. Collapsing of sides and treatment, potential double handling of material and other issues relating to working close to an existing community.

The quantity will be based on the volume calculated in terms of the side allowances of DB5.2 as if the excavation was taken out with vertical sides in terms of 8.2.1. The length will be that trench which is closer than 10m to an existing structure measured from its centreline.

PSDM EARTHWORKS (ROADS, SUBGRADE)

PSDM 1 SCOPE

PSDM 1.1 General

Where pipelines cross existing gravel or surfaced roads, the work required to reinstate the roads shall comply with this specification.

PSDM 3.1 Classification for Excavation Purposes (Subclause 3.1)

Add the following to DM3.1:

All in situ pavement material shall be classified as soft material for excavation purposes unless in calcareous or ferruginous material described in PSD 3.1.2.

PSDM 3.2 Classification for Placing Purposes (Subclause 3.2)

The contractor shall endeavour to use the in-situ sand and silty sand material for areas within the road subgrade.

Any clayey material will need to be removed and if a shortfall of suitable material is found then material in accordance with DM 3.2.3 will need to be imported from commercial sources.

PSDM 7.3.2 Routine Inspection and Testing (Subclause 7.3.2)

Substitute DM 7.3.2 with the following:

No density shall be less than the specified minimum density for the relevant layer.

The cost of all routine testing done by the Engineer, and of which the results do not comply with the specified minimum requirement for the material, shall be borne by the Contractor and may be subtracted from the monthly payment certificates in the event of non-payment by the Contractor.

The Contractor's attention is drawn to PSA 7.1 and PSA 7.2.

PS DM: EARTHWORKS (ROADS, SUBGRADE)

PS DM 2: INTERPRETATIONS

PS DM 2.3: DEFINITIONS AND ABBREVIATIONS

PS DM 2.3.1: Roadbed

Paved areas shall also be taken as roads. Therefore, all references to i.e.: roadbed will refer to work under paved areas.

PS DM 3: MATERIALS

PS DM 3.1: CLASSIFICATION FOR EXCAVATION PURPOSES

Add the following:

Where it is a requirement that labour intensive methods be used, PS D 3.1.2 will apply.

PS DM 3.2: CLASSIFICATION FOR PLACING PURPOSES

PS DM 3.2.3: Selected layer

Replace the contents of this subclause with the following:

"The following requirements shall apply in respect of the selected layer:

- (a) Maximum particle size: 60 % of compacted layer thickness
- (b) Unstabilised selected layer
- (i) Upper selected layer

Minimum CBR at 95 % of modified AASHTO density: 45
Maximum PI: 6

(NOTE: These requirements for the upper selected layer also apply where only one selected layer is specified)

(ii) Lower selected layer

Minimum CBR at 93 % of modified AASHTO density: 15
Maximum PI: 12

(c) Stabilised selected layer

Minimum grading modulus of natural material 0.75
UCS of stabilised material 300 kPa – 500 kPa at 96 % of modified AASHTO density
Maximum PI for stabilised material: 6

PS DM 5: CONSTRUCTION

PS DM 5.2: METHODS AND PROCEDURES

PS DM 5.2.2: Cut and borrow

PS DM 5.2.2.2: Dimensions of cuts

Substitute "subbase" in the second paragraph of DM 5.2.2.2 with "subbase or selected layer, whichever may be applicable" and

Substitute "CBR of at least 7" with "CBR as applicable according to the provisions of PS DM 3.2.3".

Add the following paragraph:

"The cost for shaping cuttings to the required levels and tolerances will be deemed to be included in the relevant pay items. No separate payment will be made for any operation the contractor may require to meet the required level and tolerance."

PS DM 5.2.2.3 (b): Cut to spoil

Substitute DM 5.2.2.3 (b) with the following:

All surplus and/or unsuitable material shall be removed from the site and disposed of at the spoil site (as described in PS D 5.2.2.3) and shall be shaped to establish a free draining surface and compacted to 90% MOD AASHTO (100% for sand).

PS DM 5.2.2.4: Temporary stockpiling of materials

Add the following to DM 5.2.2.4:

The Contractor shall program the works in such a manner that suitable excavated material shall, if practically possible, be placed directly in the appropriate position to ensure that temporary stockpiling is limited to an absolute minimum. No payment shall be made for the temporary stockpiling of material where such material is to be used for backfilling of pipe trenches, except when so ordered in writing by the Engineer.

PS DM 5.2.3.3: Treatment of roadbed

a) Preparation and compaction of roadbed.

Substitute the first paragraph of DM 5.2.3.3 (a) with the following:

The roadbed shall be scarified to a depth of 150 mm, shaped and compacted to 93% of Mod.AASHTO density (100% for sand), except where otherwise ordered by the Engineer.

Any portion of the roadbed that lies within the selected layers and that, with the exception of its density, complies with the requirements of selected layer material, shall be scarified to the necessary depth, watered and compacted to 93% of mod AASHTO density (100% for sand) over the specified depth for selected layers.

PS DM 5.2.4.3: Finishing

(e) Topsoiling

Replace the second sentence with the following:

“The thickness of the topsoil shall be as directed by the Engineer”.

PS DM 5.2.5: Selected layer

Replace the contents of this subclause with the following:

“Except with regard to density, the requirements of Subclause 5.2.4 shall apply. The degree of compaction shall be:

Selected layer:95 % of modified AASHTO density.

If material is cohesionless, the compaction shall be 100 % of modified AASHTO density. (i.e. in sand)

Add the following to DM 5.2.5:

Where the quality of the in-situ material that lies within the selected layers complies with the requirements of selected layer material, these areas will be treated as described in PS DM 5.2.3.3 (Treatment of roadbed).

To determine the suitability of in-situ material for selected layers, the Engineer may order the Contractor to dig test holes with maximum dimensions of 1.5 m x 1.5 m and 1.0 m deep at positions indicated by the Engineer and to have tests conducted, before construction commences. The Contractor must allow for this in his programming of works. The Contractor shall backfill all test holes with selected material and compact it to 95% of Mod.AASHTO density (100% for sand), after the Engineer has taken samples and profiled the holes.

PS DM 5.2.6: Gravel surfacing

Replace the third sentences of this subclause with the following:

"The relevant requirements in subclause 5.2.4.2 shall apply, except that the material shall be compacted to 93 % of modified AASHTO density.

PS DM 6: TOLERANCES

PS DM 6.5: DIMENSIONS AND LEVEL CONTROL

The Contractor shall submit to the Engineer, in a form acceptable to the Engineer, records of dimensions and level control, prior to requesting the Engineer to carry out any routine inspections.

PS DM 7: TESTING

PS DM 7.3: ROUTINE INSPECTION AND TESTING

Substitute DM 7.3.2 with the following:

No density shall be less than the specified minimum density for the relevant layer.

The cost of all routine testing done by the Engineer, and of which the results do not comply with the specified minimum requirement for the material, shall be borne by the Contractor and will be subtracted from the monthly payment certificates.

PSDM 8.2.5: Verifying quantities

Replace the first sentence with the following:

"Before any earthworks are commenced but after completion of any site preparation, the engineer will upon a written request from the contractor provide cross-sections for the purpose of measurement of earthworks quantities."

PS DM 8.2.7: Excavation widths

For the measurement of quantities, the excavation width will be measured from 200 mm behind the rear of the precast kerb. The total width therefore is the sum of the blacktop width, the plan measurement of the kerb/channel plus 400 mm. In the case of gravel roads, the excavation width will be measured from the specified edge of the gravel layer. No additional payments will be made for wider excavations.

PS DM 8.3: SCHEDULED ITEMS

PSDM 8.3.17 Trim, prepare and compact verges..... Unit: m²

The area to be trimmed shall be the unsurfaced area from the back side of the kerbs to the boundary of the road reserve, or such wider area necessitated by the road prism.

The rate shall cover the cost of trimming and shaping the verges to the lines, levels and dimensions as shown on the drawings, of acquiring additional material to compensate for any material lost due to weather or other reasons, and of the compaction of any loose or disturbed material to 93% Mod. AASHTO density (100% for sand). It shall only be paid if specifically requested by the Engineer as part of preparatory work for landscaping.

PSLE STORMWATER DRAINAGE

PSLE 3.1 CULVERT UNITS AND PIPES

PSLE 3.1(a) Precast Concrete Pipes

Pipes shall be precast concrete with Spigot and Socketed joints to SABS 677 unless otherwise specified.

The Contractor shall not close up a trench until the Engineer, or his representative has inspected the joints and confirmed the approval in writing. The contractor shall take this into account when pricing this pipe.

PSLE 3.4.2 PREFABRICATED CHAMBERS AND SHAFTS (SUBCLAUSE 3.4.2)

Brick manholes may be used for depths up to 2,0 m as an alternative to precast concrete manholes.

The maximum length of the shaft shall be 600mm.

PSLE 3.4.3 Manhole Covers and Frames

Add to 3.4.3:

All covers and frames to be Heavy Duty ductile iron with hinged cover in compliance with SANS 50124 Class-D400 if formally agreed with the Local Authority. The covers and frames shall be heavy duty (SANS Type 2A) in trafficked areas, otherwise medium duty (SANS Type 4A).

Security lock option preventing unauthorised entry is to be used.

PS LE 3.5: GEOFABRIC BLANKET

Replace LE 3.5 with the following:

The geotextile blanket shall be made of a polymer material, which has been processed to achieve a homogeneous permeability. A geotextile blanket made from polyamide is not acceptable as this material is sensitive to varying temperatures and moisture absorption.

a) Classification

The geotextiles used for subsoil-drainage are classified into two grades (Grade 2 and 3) as well as four classes. The grade is mainly determined by the required tensile strength and resistance to puncture needed whereas the class determine the permeability and the equivalent opening sizes (EOS) required. Geotextiles used for protection work shall be a Grade 1 (greater tensile strength, CBR strength and better resistance to puncture) and classified as Class B.

b) Tensile strength

The minimum tensile strengths per meter width for the various grades as determined by test-method 8 of appendix A are:

Grade 1: 15000 N/m

Grade 2: 10000 N/m

Grade 3: 5000 N/m

c) Elongation at breakpoint

The average elongation at breakpoint shall be determined according to test-method 8 of Appendix A, expressed as a percentage of the original length and presented to the engineer for approval with respect to Grade 2 and 3. The minimum average elongation at breakpoint for Grade 1 is 50%.

d) Resistance to puncture

The resistance to puncture shall be determined according to test-method 9 of Appendix A and expressed as the average diameter hole formed by a 45° cone having a mass of 1 kg and dropped from a height of 500 mm above the outstretched geotextile being:

Grade 1: 14 mm maximum

Grade 2: 26 mm maximum

Grade 3: 32 mm maximum

e) Mass

The minimum mass for Grade 1, Class B geotextile, determined according to test-method 6 of Appendix A shall be 320 gr/m².

f) Porosity

The porosity for Grade 1, Class B geotextile determined according to test-method 5 of Appendix A shall be 80% ± 10%.

g) CBR strength or penetration joints

The minimum tensile strength for a Grade 1 geotextile, determined according to test-method 7 of Appendix A shall be 25 000 N/m at breakpoint.

h) Filtration

The minimum rate of filtration determined according to test-method 11 of Appendix A, shall be 30 l/s per square meter for a constant water pressure head of 100 mm.

i) **Equivalent opening size (EOS)**

The class division according to EOS is as follows:

<u>Class</u>	<u>EOS (0₉₅) mm</u>
A	0.02 - 0.06
B	0.06 - 0.20
C	0.20 - 0.60
D	0.60 - 0.80

j) **Chemical reaction**

The geotextile shall not show any perceptible signs of weakening after submersion in the following chemicals:

- i) an Alkaline solution with a minimum pH of 12 at 50° C.
- ii) an Acid-solution with a pH of 3 at 50° C.

k) **Ultra-violet light**

The geotextile shall, after exposure to direct sunlight for 1500 hours, have at least 80% of the original strength.

l) **Decay**

The geotextile must be totally decay resistant and must not promote algae growth.

PS LE 3.6: SUBSURFACE DRAINS

PS LE 3.6.1: Pipes

Pipes for subsurface drains shall be uPVC pipes complying with the requirements of SABS 791 and shall be perforated or slotted. Fittings shall be heavy duty and shall also comply with SABS 791.

Perforations shall be spaced in two rows for 110 mm pipes and in three rows for 160 mm pipes. The arrangement of perforatives and slots shall be subject to the Engineer's approval.

Pipes without slots or perforations required for conveying ground water from the subsoil drainage proper to the point of discharge, shall be unperforated uPVC pipes as specified above.

"Core-drain" pipes will not be accepted.

PS LE 3.6.2: Geotextile blanket

Geotextile blanket around subsurface drains shall comply with the requirements of PS LE 3.5. (Grade 2)

PS LE 3.6.3: Crushed stone

Crushed stone in subsurface drains shall be 19 mm nominal size stone complying with the grading requirements of SABS 1083.

PS LE 3.6.4: Sand backfilling

Sand for backfilling subsurface drains shall be clean, hard, free-draining sand from approved borrow pits.

PSLE 5.5.4 Finished Level of Manhole Covers

The final finished level of the manhole covers shall be:

- a) flush with hard surfaced roadway or hard surface sidewalk, or
- b) 30mm above final grassed levels, or
- c) 50mm above ground level for midblock sewers, or
- d) 100mm above final ground level in the veld.

If a manhole is positioned at a low point or in a hollow where stormwater infiltration may occur; the manhole cover level must be raised to a level to avoid the danger of infiltration, or to a level as agreed with the Engineer.

PSLE 5.1.3 UNSUITABLE FOUNDATIONS CONDITIONS

Substitute "90% of Mod AASHTO maximum density" in LE 5.1.3 with "93% of Mod. AASHTO maximum density (100% for sand)"

PSLE6.3.1 LOCATION

Add to 6.3.1:

Referring to the tolerance above (1200 LE 6.3.1), the location should minimize the need to cut pipes.

PSLE 8.2 SCHEDULED ITEMS

PSLE 8.2.2.1 Bedding

The provision of material used for bedding of rectangular sections shall comply with the requirements of SABS LB.

PSLE 8.2.8 Manholes

Depth of manholes shall be defined as the distance from the top of the ductile iron cover to the lowest invert level of the manhole

PS LE 8.2.14: Supply and install subsurface drains according to drawingsUnit: m

The length shall be measured on the centre line of the completed subsurface drain.

The rate shall cover the cost of supplying, transporting, off-loading and installing all materials, including perforated pipes, crushed stone and geotextile blanket, as well as for cutting, wasting, overlapping and installing of the materials where applicable.

PS LE 8.2.15: Connecting subsurface drains to manholes, kerb inlets, etc.Unit: no

The number is the number of subsurface drainpipes built in at manholes or kerb inlets.

The rate shall cover the cost of all labour, plant and materials necessary to connect the subsurface drain to manholes and/or kerb inlets, and making the structure watertight, all as shown on the drawings.

PSG CONCRETE (STRUCTURAL)

PSG 3: MATERIAL

PSG 3.2: CEMENT

PSG 3.2.2: Alternative types of cement

Replace the contents of the subclause with the following:

"Only approved cement from a recognised supplier in the industry will be accepted. Should the contractor wish to use any other type of cement, he shall obtain the Engineer's prior written approval (see 8.1.3.2 and 8.1.3.3)".

PSG 3.2.3: Storage of cement

Cement shall not be kept in storage for more than 10 weeks without the Engineer's permission.

PSG 3.4.3: Storage of aggregates

Where aggregates of differing chloride content are stockpiled on the site, strict control shall be exercised over their use for differing classes of concrete.

PSG 3.4: AGGREGATES

PSG 3.4.1: Aggregate Specification

Add the following to PS G4.4.1:

The fineness modulus of the sand must be between 1.7 and 2.8 with a standard deviation of not more than 0.1.

PSG 3.4.4: Alkali-aggregate reaction

Malmesbury hornfels (shale) shall not be used in conjunction with high alkali cement in concrete in any part of the Works. For the purposes of this clause, a high alkali cement is one in which the equivalent alkali content ($\text{Na}_2\text{O} + 0.658 \text{K}_2\text{O}$) exceeds 0.60 % by mass of the cement.

In order to ensure that the above requirement is met, the Contractor may elect to use an aggregate other than Malmesbury hornfels, that complies with the requirements of SABS 1083. Alternatively, if the Contractor chooses to use Malmesbury hornfels, he shall comply with the following requirements regarding the cement:

- a) Before commencing any particular section of the structure, the Contractor shall ensure that he has enough cement that is not a high alkali cement to complete the section.
- b) Certificates stating the alkali content of each delivery of cement to the Site shall be supplied by the Contractor. These certificates shall be based on tests carried out at a laboratory approved by the Engineer. The cost of testing, including sampling, transporting of samples, and issuing of certificates, shall be borne by the Contractor.
- c) The Contractor shall be entitled to use an approved brand of cement as a means for ensuring that the permissible alkali content is not exceeded. The Contractor shall make allowance for the higher price of such approved brand, if he chooses to use this method.
- d) High alkali cement delivered to the Site shall be rejected, and the cost of its removal and replacement with cement with acceptable alkali content shall be borne by the Contractor.

PSME: SUBBASE

PS ME 3: MATERIALS

PS ME 3.2: PHYSICAL PROPERTIES

PS ME 3.2.1: Subbase Material (G5 quality according to TRH 14)

Substitute the requirements for unstabilized subbase in ME 3.2.1 with the following;

Materials for use in the unstabilized subbase shall comply with the following requirements:

i) Maximum size of aggregate after compaction	63 mm
ii) Maximum liquid limit	30
iii) Maximum plasticity index (PI)	10+ (3 x GM)
iv) Minimum PI	6
v) Maximum linear shrinkage	5%
vi) Minimum CBR at 95% of Mod.AASHTO density	45
vii) Maximum CBR swell at 100 % of Mod.AASHTO density	0.5%
viii) Maximum group index	0
ix) Minimum grading modulus (GM)	1.5
x) Maximum particle dimension of gravel	≤40 mm

PS ME 5.4: PLACING AND COMPACTION

PS ME 5.4.4.3: Penetration

Add the following new sub-clause:

The Contractor must provide for the penetration of the subbase material in the selected layer. The specified layer thickness will be a net homogenous layer. Only the homogenous layer will be measured for payment.

PS ME 5.7: Transport

PS ME 5.7.1: Freehaul

Substitute ME 5.7.1 with the following:

An unlimited freehaul distance shall apply to subbase material.

PS ME 7: TESTING

PS ME 7.2: PROCESS CONTROL AND ROUTINE INSPECTION AND TESTING

PS ME 7.2.1: Process control

Substitute the second sentence of ME 7.2.2 with the following:

No density shall be less than the specified minimum density for the relevant layer.

PS ME 8: MEASUREMENT AND PAYMENT

PS ME 8.1: BASIC PRINCIPLES

Insert a semi-colon in the first line of paragraph (b) after the words "... will be paid for once only" and delete the rest of the paragraph.

Replace paragraph (d) with the following:

(d) that in the case of material from a commercial source or from borrow pits selected by the contractor, no additional payment will be made for the class of excavation, method of processing (except stabilizing), or overhaul unless otherwise specified in the project specification.

PS ME 8.2: COMPUTATION OF QUANTITIES

Substitute ME 8.2 with the following:

Measurement and payment shall be to the exact dimensions as shown on the drawings.

PS ME 8.3.11 Rework

Subbase.....Unit: m³

The rate shall cover the cost of scarifying and re-working, watering, compacting, final grading and testing after completion of the house construction in the various phased construction any additional subbase required will be measured under SABS 1200 ME 8.3.3.

PSMJ SEGMENTED PAVING

PSMJ 3.1.2 CLASS, STRENGTH AND TYPE

Concrete paving bricks shall conform to the following:

- 1) Colour to architect's requirements
- 2) 50mm thick in parking areas and pedestrian areas, 70mm in roadways
- 3) Pattern to architects' detail.
- 4) Class 35 for 70mm paver, Class 35 for 50mm paver – strength based on day of dispatch to site and not on a forecast 28-day strength (i.e. full strength achieved by the time delivered to site).
- 5) Compliance with SANS 1058: Concrete paving blocks
- 6) Fully interlocking (Type S-A) for roads and parking, Type S-C for pedestrian areas

Clay bricks if required in roadway, parking areas or pedestrian sidewalks shall be:

- 1) Laid according to the existing colour pattern and type
- 2) 73mm thick in trafficked areas, to architect's requirements in pedestrian areas.
- 3) Comply with the applicable requirements of SABS 1575: Burnt Clay Paving Units.
- 4) PA classification (Table 1 SABS 1575) i.e. Modulus of Rupture greater than 4.0 MPA and Expansion due to moisture less than 0.25%. Note the testing requirements in PSMJ 7.4

PSMJ 3.3 BEDDING AND JOINTING SAND

Bedding sand shall be washed to remove soluble salts and shall conform to the grading in MJ 3.3(a). Bedding sand shall be totally non plastic.

Jointing sand shall be finer than the bedding sand and shall be in accordance with MJ 3.3(b). Jointing sand may have a very slight PI.

PSMJ 5.4 LAYING OF UNITS

Add the following to PSMJ 5.4:

Units will be laid generally in herringbone pattern at 45 degrees to the main direction of traffic where the architect has no pattern preference. The architect will indicate patterns in all areas, and patterns **must** be clarified before laying commences.

PSMJ 5.7 JOINT FILLING

It may be necessary to refill the paving joints approximately 3 months after the initial completion of the paving. The contractor should be aware of this and take precautions to prevent extensive areas of requiring this treatment. The paving will be monitored and should the washing out and erosion of the jointing sand be significant the engineer will instruct the contractor to refill the joints.

The Engineer may instruct the contractor to use a product such as “Eco binder” or similar to prevent joint erosion. This will need to be clarified.

PSMJ 5.8 EXPANSION JOINTS (CLAY BRICK PAVING ONLY)

Expansion joints will only be made specifically against fixed structure or elsewhere that the Engineer instructs.

The width of any expansion joints shall be 10mm (minimum) and must extend through the full depth of the paving brick. The open joint shall be filled with a “Jointex” or similar approved product and the top 10mm of the joint sealed with an approved sealing compound such as polysulphide or similar.

The final drawings will indicate the locations of expansion joints which shall coincide with bands in the paving or edge restraints. It will be the contractor’s responsibility to ensure that the expansion joints do not detract from the aesthetics of the paving. The engineer or landscape architect shall have the right to condemn areas of paving where the correct location of expansion joints have not been followed.

PSMJ 7.4 TESTING OF BRICKS / BLOCKS

- 1) Concrete interlocking blocks are to be tested for the properties described in SANS 1058.
- 2) Clay bricks are to be tested by the contractor for properties described in SANS 1575.

In accordance with SANS 1575 the following tests are required.

- a) Dimensions and warpage measurement – 10 bricks
 - b) Modulus of Rupture – 5 bricks
 - c) Moisture expansion test – 4 bricks.
- 3) The results of all tests are to be submitted to the engineer prior to commencement of any paving.

These tests shall be included in the contractor’s rates for paving.

PSMJ 8.2 SCHEDULED ITEMS

Add the following:

PSMJ 8.2.2 Construction of paving complete

Unit : m²

Add the following:

This item shall also cover any additional costs caused by the necessity of having to order the bricks early. It shall also cover any temporary storage of these bricks complete with security arrangements.

PSMJ 8.2.6 Expansion joints (clay bricks) Unit : m

The rate shall cover the cost of supplying all material necessary and constructing the expansion joint complete in all respects. It shall also cover any consequential implications on the progress of the overall paving.

PSMK: KERBING AND CHANNELLING

PS MK 3: MATERIALS

PS MK 3.1: CONCRETE

Add the following:

“The Contractor shall timeously submit the concrete mix design for cast-in-situ kerbing to the Engineer for approval and no kerbing shall be placed before the mix design has been approved.”

PS MK 3.2: PRECAST KERBING AND CHANNELLING

PS MK 3.2.3: Strength

Substitute MK 3.2.3 with the following:

Precast kerbs, edging and channels shall be of grade 25 MPa/19 mm concrete.

PS MK 3.9: BEDDING MATERIAL

Substitute MK 3.9 with the following:

The material on which concrete kerbs, channels and edging are bedded, shall be in accordance with the dimensions shown on the drawings and shall consist of a 15 MPa concrete mix with a 6.7 mm single size coarse aggregate.

PS MK 5: CONSTRUCTION

PS MK 5.1: EXCAVATION AND BEDDING

Substitute "90%" in MK 5.1 with "93% (100% for sand)".

PS MK 5.2: PRECAST CONCRETE KERBING AND CHANNELLING

Substitute the first sentence of MK 5.2 with the following:

Precast concrete kerbing and channelling shall be laid and bedded on a concrete bedding complying with the requirements of PS MK 3.9 and to the dimensions shown on the drawings.

PS MK 5.10: PROTECTION

Substitute the word "bad" in the second sentence with the following:

"no chipped or patched kerbs will be accepted"

PS MK 5.11: TRANSITION SECTIONS AND INLET AND OUTLET STRUCTURES

Substitute the first sentence of the second paragraph of MK 5.11 with the following:

Inlet and outlet structures shall be in accordance with the details shown on the drawings.

PS MK 5.14: EXPANSION JOINTS

These joints shall be provided at 10 m intervals. These joints shall be 12 mm wide, filled with a compound such as flexcell or similar product and sealed with a polysulphide sealant. Costs of furnishing the materials and construction of the joint are deemed to be included in the laying rate."

PS MK 8: MEASUREMENT AND PAYMENT

PS MK 8.1: BASIC PRINCIPLES

Add the following to MK 8.1.1:

Payment shall include the provision of expansion joints as specified.

PS MK 8.2: SCHEDULED ITEMS

PS MK 8.2.1: Re-use concrete kerbing and channels from stockpile.....Unit: m

Add the following to MK 8.2.1(b):

The tendered rate includes the supply, from site within freehaul distance, and placing of kerbs or channels in accordance with 8.2.1

PSMM: ANCILLARY ROADWORKS

PS MM 3: MATERIALS

PS MM 3.2: ROAD SIGNS

PS MM 3.2.1: General

Add the following to MM 3.2.1:

All road signs and road markings shall be in accordance with the SA Road Traffic Signs Manual and as shown on the drawings.

No special breakaway devices are required.

PS MM 3.2.2: Structural steel

Substitute the second paragraph of MM 3.2.2 with the following:

All structural steel, including steel tubes, shall have a hot-dip (galvanized) zinc coating that complies with the requirements of SABS 763 for coatings of type A1 or B1 articles, as applicable.

PS MM 3.2.8: Paint and protective coatings

PS MM 3.2.8.1: Structural steel sign supports and sign face frames

Replace the contents of this subclause with the following:

“The sign supports and the backs of all road sign faces shall be painted grey. The colour code of the paint shall be code No 36 according to the CKS 279 classification.

Newly galvanised surfaces shall be thoroughly scrubbed down with an approved galvanised iron cleaner to remove all traces of the resinous protective coating. The surface shall be washed down and scrubbed to remove all traces of grease, oil, dirt, etc. Two coats of calcium plumbate primer shall be applied to a dry film thickness of not less than 0.028 mm. The undercoat shall follow within one week of the primer.”

PS MM 5: CONSTRUCTION

PS MM 5.2: ROAD SIGNS

PS MM 5.2.1.6: Galvanizing

Substitute the second paragraph of MM 5.2.1.6 with the following:

Galvanized mild steel support for road signs shall be painted in accordance with PS MM 5.2.2.4.

PS MM 5.2.2: Painting

PS MM 5.2.2.4: Painting of structural steelwork

The provisions of MM 5.2.2.4 shall apply *mutatis mutandis* to the painting of galvanized surfaces, except for the following:

a) Surface preparation

Galvanized surfaces shall be thoroughly scrubbed down using an approved galvanized iron cleaning agent to remove all traces of the resin protective coating.

The surface shall be washed down and scrubbed to remove all traces of grease, oil, dirt, etc;

b) Priming

Two coats of calcium plume primer shall be applied to a dry film thickness of at least 25 microns. The undercoat shall follow within one week after the priming.

c) Finishing coat

The colour of the finishing coat shall be dark grey, as specified in MM 3.2.8.2.

PS MM 5.3.2: Surface Preparation

Substitute "48 h" in MM 5.3.2 with "7 days (168 h)".

PS MM 8.4.5: Sandblasting of redundant line markings.....Unit: m²

The tendered rate shall include full compensation for the necessary equipment, labour and materials, for any specific protective measures, and cleaning of the area of all residual dust.

CAPE WINELANDS DISTRICT MUNICIPALITY

CONTRACT NO. T2021/075

**CONSTRUCTION OF SIDEWALKS WITHIN BREEDE VALLEY MUNICIPALITY
JURISDICTION AREA.**

C3.4 Particular Specifications

The following particular Specifications are attached and shall apply to this contract.

- 1. PART A: Environmental Management Specification**
- 2. PART B: Occupational Health & Safety Specification**

1 PART A: Environmental Management Specification

1.1 Environmental Care and Management

In addition to any Environmental Management Plan that may be applicable, the Contractor shall at all times adhere to the requirements below:

a. General

The Contractor shall ensure that no damage whatsoever is caused as a result of his operations or otherwise by his workmen in the areas adjacent to the site. The movement of plant and workmen shall be restricted to the construction areas and essential access routes. The Contractor's workmen will not be permitted in any area which may be designated by the Employer as "Restricted". Details of the restricted areas shall be issued to the Contractor on site. The Contractor shall take steps to protect all property, landscaping, vegetation and soil not directly affected by the Works and shall ensure that no avoidable damage or disturbance is caused, and that no erosion is allowed to occur.

b. Protected Areas

The Employer shall identify certain areas within the vicinity which are to be protected. Any instance of damage to these areas shall make the Contractor liable to a fine per protected area which will be deducted from the following payment certificate.

c. Solid waste

Disposal of solid waste other than to the municipal facility will not be allowed.

d. Liquid waste

No polluted effluent or other liquid of any nature shall be discharged or allowed to run into any watercourse. The handling and disposal of these liquids shall not allow these liquids to enter the ground water system. All such liquids are to be transported off site and disposed of in a manner agreed with the Employer.

e. Contamination by cement

The Contractor shall take care when dealing with cement, especially near ground and surface watercourses. Any, even slight, contamination of watercourses by cementitious material is prohibited. The use of cement must be controlled with respect to the above and surplus concrete must be removed from site.

f. Reinstatement of scarred areas

All scarred areas, borrow and spoil areas, cut and fill slopes, all temporary haul and access roads and tracks and any other areas where the vegetation has been removed and or damaged, shall be reinstated to restore the area as nearly as possible to its original state. Such reinstatement shall include the removal of refuse, debris, construction infrastructure and materials, the scarifying of all

hardened surfaces, the replacement and spreading of unused material, the correction of drainage deficiencies to provide free drainage, the flattening of cut and fill slopes and the shaping and trimming of surfaces, all as necessary or as directed by the Employer.

g. Environmental instructions to workmen

The Contractor shall ensure that his workmen are properly instructed and carry out the requirements of these environmental clauses. The Contractor will be held liable for all unauthorized damage caused by him or any of his workmen. The Contractor shall provide adequate training to his workmen with regards to the environmental conditions applicable to the works.

h. Noise Pollution

The Contractor's attention is drawn to the fact that all construction activities will be undertaken within an existing community and noise levels are to be kept to the essential minimum, especially when working outside normal working hours.

i. Alien Vegetation

All alien plant species removed during the construction of the works to be done in a manner so as to avoid future proliferation.

CAPE WINELANDS DISTRICT MUNICIPALITY

CONTRACT NO. T2025/081

**CONSTRUCTION OF SIDEWALKS WITHIN BREEDE VALLEY MUNICIPALITY
JURISDICTION AREA.**

**2 PART B: OCCUPATIONAL HEALTH AND SAFETY
SPECIFICATIONS**

**OCCUPATIONAL
HEALTH & SAFETY
SPECIFICATION**

FOR



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INTRODUCTION

In terms of the Construction Regulation 5(1) b the client, is required to compile a Health & Safety specification for any intended project and provide such specification to any prospective contractor and designers. The contractor, on appointment shall submit a Health & Safety plan which shall address the requirements of this specification.

This specification objective is to ensure that the contractor(s) entering into a contract with CWDM achieve an acceptable level of OH&S performance. This document forms an integral part of Project Information and the contract. Principle and other contractors should make it part of any contract that they may have with their contractors and /or suppliers.

Compliance with this document does not absolve the client from complying with minimum legal requirements and the client remains responsible for the health & safety of his employees and those of his mandatories. Cape Winelands District Municipality-reserves the right to audit, monitor and where necessary regulate the site work activities of any principal contractor or appointed subcontractor as per Construction Regulation 5(1) (o) and section 5 of this document.

SCOPE AND DESCRIPTION OF PROJECT

Client:	
Principle Contractor:	
Sub-contractor/(s):	
Project Location:	
Project Duration:	
Project Description:	
Project Equipment:	
Existing Services / Structures:	
Total Number of Workers:	

DEFINITIONS

The definitions as listed in the OHS Act and Construction Regulations 84 of 7 February 2014 shall apply. Therefore, all references to the old Construction Regulations will change to the new Construction Regulations.

Client: means any person for whom construction work is being performed.

Principal Contractor: means an employer appointed by the client to perform construction work.

Contractor: means an employer who performs construction work;

Construction work: means any work in connection with,

- the construction, erection, alteration, renovation, repair, demolition or dismantling of or addition to a building or any similar structure; or
- the construction, erection, maintenance, demolition or dismantling of any bridge, dam, canal, road, railway, runway, sewer or water reticulation system; or the moving of earth, clearing of land, the making of excavation, piling, or any similar civil engineering structure or type of work;

Competent person: means a person who,

- a) has in respect of the work or task to be performed the required knowledge, training and experience and, where applicable, qualifications, specific to that work or task: Provided that where appropriate qualifications and training are registered in terms of the provisions of the National Qualification Framework Act, 2000 (Act No.67 of 2000), those qualifications and that training must be regarded as the required qualifications and training; and
- b) is familiar with the Act and with the applicable regulations made under the Act;

Designer: means

- (a) competent person who
 - i.) prepares a design;
 - ii.) checks and approves a design; or
 - iii.) arranges for any person at work under his or her control to prepare a design
 - iv.) including an employee of that person where he/she is the employer or
 - v.) designs temporary work, including its components,
- (b) an architect or engineer contributing to, or having overall responsibility for a design;
- (c) a building services engineer designing details for fixed plant;
- (d) a surveyor specifying articles or drawing up specifications.
- (e) A Contractor carrying out design work as part of a design and building project;
or
- (f) an interior designer, shopfitter or landscape architect;

Fall prevention equipment means equipment used to prevent persons from falling from a fall risk position, including personal equipment, a body harness, lanyards, lifelines or physical equipment such as guardrails, screens, barricades, anchorages or similar equipment;

Fall arrest equipment means equipment used to arrest a person in a fall, including personal equipment such as body harness, lanyards, deceleration devices, lifelines or similar equipment.

Hazard: means a source of or exposure to danger

Hazard identification: means the identification and documenting of existing or expected hazards to the health and safety of persons, which are normally associated with the type of construction work being executed or to be executed

Risk assessment means the process contemplated in paragraph 10 of the specifications.

Excavation work: means the making of any man-made cavity, trench, pit or depression formed by cutting, digging or scooping.

Ergonomics: means the application of scientific information concerning humans to the design of objects, systems and the environment for human use in order to optimise human well-being and overall system performance.

APPLICABLE LEGISLATION

This document is to be read and understood in conjunction with the following, inter- alia:

- (a) Occupational Health and Safety Act 85 of 1993 (OHS Act)
- (b) National Building Regulation Act 103 of 1977
- (c) Construction Regulations, 2014
- (d) SANS codes referred to by the OHS Act.
- (e) Contract Documents
- (f) Basic Conditions of Employment Act 75 of 1997
- (g) National Environmental Management Act 107 of 1998
- (h) National Environmental Management: Waste Management Act 59 of 2008
- (i) National Water Act 36 of 1998
- (j) Compensation for Occupational Injuries and Diseases (COID) Act No. 130 of 1993
- (k) Road Traffic Act 29 of 1989
- (l) The Constitution of the Republic of South Africa Act 108 of 1996

APPLICATION FOR CONSTRUCTION WORK

The intended construction work falls within the scope of “construction work” as defined in the Construction Regulations, 2014 made under the Occupational Health and Safety Act 1993, as amended (“OHS Act”)

PERMIT TO WORK

Where the construction works;

- (i) Exceeds 180 days;
- (ii) Involves more than 1800 person days of construction work; or

- (iii) The works contract is equal to or exceeds R13 Million or Construction Industry Development Board grading level 6 CSIR as the client, must at least 30 days prior to construction work; apply to the Department of Labour for a construction work permit in the form of CR Annexure 1.

NOTIFICATION OF CONSTRUCTION

(Construction Regulation 4)

The Principal Contractor who intends to carry out any construction work must at least 7 days before that work is to be carried out notify the provincial director in writing in a form similar to Annexure 2 if the intended construction work will—

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

RESPONSIBILITIES

DUTIES OF CLIENT

(Construction Regulation 5)

a client must-

- (a) prepare a baseline risk assessment for an intended construction work project;
- (b) prepare a suitable, sufficiently documented and coherent site-specific health and safety specification for the intended construction work based on the baseline risk assessment contemplated in paragraph (a);
- (c) provide the designer with the health and safety specification contemplated in paragraph (b);
- (d) ensure that the designer takes the prepared health and safety specification into consideration during the design stage;
- (e) ensure that the designer carries out all responsibilities contemplated in regulation 6;
- (f) include the health and safety specification in the tender documents;
- (g) ensure that potential principal contractors submitting tenders have made adequate provision for the cost of health and safety measures;
- (h) ensure that the principal contractor to be appointed has the necessary competencies and HSE Resources to carry out the construction work safely;
- (i) take reasonable steps to ensure co-operation between all contractors appointed by the client to enable each of those contractors to comply with these Regulations;
- (j) ensure before any work commences on a site that every principal contractor is registered and in good standing with the compensation fund or with a licensed compensation insurer as contemplated in the Compensation for Occupational Injuries and Diseases Act, 1993 (Act No. 130 of 1993);
- (k) appoint every principal contractor in writing for the project or part thereof on the construction site;
- (l) discuss and negotiate with the principal contractor the contents of the principal contractor's health and safety plan contemplated in regulation 7(1), and must thereafter finally approve that plan for implementation;

- (m) ensure that a copy of the principal contractor's health and safety plan is available on request to an employee, inspector or contractor;
- (n) take reasonable steps to ensure that each contractor's health and safety plan contemplated in regulation 7(1)(a) is implemented and maintained;
- (o) ensure that periodic health and safety audits and document verification are conducted at intervals mutually agreed upon between the principal contractor and any contractor, but at least once every 30 days;
- (p) ensure that a copy of the health and safety audit report contemplated in paragraph is provided to the principal contractor within seven days after the audit;
- (q) stop any contractor from executing a construction activity which poses a threat to the health and safety of persons which is not in accordance with the client's health and safety specifications and the principal contractor's health and safety plan for the site;
- (r) where changes are brought about to the design or construction work, make sufficient health and safety information and appropriate HSE Resources available to the principal contractor to execute the work safely; and
- (s) Ensure that the health and safety file contemplated in regulation 7(1) (b) is kept and maintained by the principal contractor.

DUTIES OF THE PRINCIPAL CONTRACTOR AND CONTRACTOR

(Construction Regulation 7)

The Principal Contractor must:

- (a) Provide and demonstrate to the client a suitable, sufficiently documented and coherent site-specific health and safety plan, based on the client's documented health and safety specifications. The plan must be applied from the date of commencement of and for the duration of the construction work and which must be reviewed and updated by the Principal Contractor as work progresses;
- (b) Open and keep on site a health and safety file, which must include all documentation required in terms of the Act and this specification, which must be made available on request to an inspector, the client, the client's agent or Contractor; and
- (c) On appointing any other Contractor, in order to ensure compliance with the provisions of the Act—
 - i.) Provide contractors who are tendering to perform construction work for the Principal Contractor, with the relevant sections of the health and safety specifications pertaining to the construction work which has to be performed;
 - ii.) Ensure that potential contractors submitting tenders have made sufficient provision for health and safety measures during the construction process;
 - iii.) Ensure that no contractor is appointed to perform construction work unless the Principal Contractor is reasonably satisfied that the contractor that he/she intends to appoint, has the necessary competencies and resources to perform the construction work safely;
 - iv.) Ensure prior to work commencing on the site that every contractor is registered and in good standing with the compensation fund or with a licensed compensation insurer as contemplated in the Compensation for Occupational Injuries and Diseases Act, 1993;
 - v.) Appoint each contractor in writing for the part of the project on the construction site;

- vi.) Take reasonable steps to ensure that each contractor's health and safety plan is implemented and maintained on the construction site;
 - vii.) Ensure that the periodic site audits and document verification are conducted at intervals mutually agreed upon between the Contractor and Principal Contractor, but at least once every 30 days;
 - viii.) Stop any contractor from executing construction work which is not in accordance with the client's health and safety specifications and the Principal Contractor's health and safety plan or which poses a threat to the health and safety of persons;
 - ix.) Where changes are brought about to the design and construction, make available sufficient health and safety information and appropriate resources to the contractor to execute the work safely; and
 - x.) Discuss and negotiate with the contractor the contents of the health and safety plan and must thereafter finally approve that plan for implementation;
- (d) Ensure that a copy of his or her health and safety plan, as well as the contractor's health and safety plan is available on request to an employee, an Inspector, a Contractor, the Client or the Client's Agent;
 - (e) Hand over a consolidated health and safety file to the client upon completion of the construction work and must, in addition to the documentation include a record of all drawings, designs, materials used and other similar information concerning the completed structure;
 - (f) In addition to the documentation required in the health and safety file, include and make available a comprehensive and updated list of all the Contractors on site accountable to the Principal Contractor, the agreements between the parties and the type of work being done; and
 - (g) Ensure that all his or her employees have a valid medical certificate of fitness specific to the construction work to be performed and issued by an occupational health practitioner in the form of Annexure 3.

The Principal Contractor must take reasonable steps to ensure co-operation between all contractors appointed by the Principal Contractor to enable each of those contractors to comply with this specification.

No contractor may allow or permit any employee or visitor to enter the site, unless that employee or visitor has undergone health and safety induction training pertaining to the hazards prevalent on the site at the time of entry and must ensure all have the necessary personal protective equipment.

The Contractor must prior to performing any construction work:

- (a) Provide and demonstrate to the Principal Contractor a suitable and sufficiently documented health and safety plan, based on the relevant sections of the client's health and safety specification. The aforementioned plan must be applied from the date of commencement of and for the duration of the construction work and which must be reviewed and updated by the contractor as work progresses;
- (b) Open and keep on site a health and safety file, which must include all documentation required in terms of the Act and this specification, and which must be made available on request to an Inspector, the Client, the Client's Agent or the Principal Contractor;

- (c) Before appointing another contractor to perform construction work, be reasonably satisfied that the contractor that he/she intends to appoint has the necessary competencies and resources to perform the construction work safely;
- (d) Co-operate with the Principal Contractor as far as is necessary ensuring all comply with the provisions of the Act; and
- (e) As far as is reasonably practicable, promptly provide the contractor with any information which might affect the health and safety of any person at work carrying out construction work on the site, any person who might be affected by the work of such a person at work, or which might justify a review of the health and safety plan.

Where the contractor appoints another contractor to perform construction work, the duties determined in **section 5** of this document applies to the contractor as if he/she were the Principal Contractor.

A Contractor must at all times keep records of the health and safety induction training and such records must be made available on request to an inspector, the client, the client's agent or the principal contractor.

A Contractor must ensure that all his or her employees have a valid medical certificate of fitness specific to the construction work to be performed and issued by an occupational health practitioner in the form of Annexure 3.

MANAGEMENT AND SUPERVISION OF CONSTRUCTION WORK

(Construction Regulation 8)

The Principal Contractor must in writing appoint one full-time competent person as the Construction Manager with the duty of managing all the construction work on a single site, including the duty of ensuring Occupational Health and Safety compliance, and in the absence of the Construction Manager an alternate must be appointed by the Principal Contractor.

The Principal Contractor must upon having considered the size of the project, in writing appoint one or more assistant Construction Managers for different sections thereof: Provided that the designation of any such person does not relieve the Construction Manager of any personal accountability for failing in his or her management duties in terms of this regulation.

No Construction Manager appointed under paragraph 6 above may manage any construction work on or in any construction site other than the site in respect of which he/she has been appointed.

A Contractor must, after consultation with the client and having considered the size of the project, the degree of danger likely to be encountered or the accumulation of hazards or risks on the site, appoint a full-time or part-time construction health and safety officer in writing to assist in the control of all health and safety related aspects on the site.

No Contractor may appoint a Construction Health and Safety Officer to assist in the control of health and safety related aspects on the site unless he/she is reasonably satisfied that the construction health and safety officer that he/she intends to appoint has necessary competencies and resources to assist the Principal Contractor.

A Construction Manager must in writing appoint Construction Supervisors responsible for construction activities and ensuring Occupational Health and Safety compliance on the construction site.

A Contractor must, upon having considered the size of the project, in writing appoint one or more competent employees for different sections thereof to assist the Construction Supervisor contemplated in **paragraph 6** above, and every such employee has, to the extent clearly defined by the Principal Contractor in the letter of appointment, the same duties as the Construction Supervisor: Provided that the designation of any such employee does not relieve the Construction Supervisor of any personal accountability for failing in his or her supervisory duties in terms of this section in the specification.

No Construction Supervisor appointed under paragraph 6 above may supervise any construction work on or in any construction site other than the site in respect of which he/she has been appointed: Provided that if a sufficient number of competent employees have been appropriately designated on all the relevant construction sites, the appointed Construction Supervisor may supervise more than one site.

REGISTRATION WITH THE WORKMEN'S COMPENSATION OR LICENSED INSURER

The Principal Contractor(s) must ensure that CWDM is provided with a valid letter of good standing, including a registration number with the Compensation for Occupational Injury and Diseases Fund or an alternative scheme approved in writing by the Commissioner to the COID Fund, at least 10 days prior commencement of construction work. It must remain the Principal Contractor's responsibility to furnish Cape Winelands District Municipality with a valid letter of good standing or keep a copy available for perusal by a Client, Client Representatives or any other person authorised thereto.

MANDATARY AGREEMENT

A duly signed mandatory form also referred to as 'OHS Act section 37.2' must be obtained from CWDM Safety Department. It must be signed and returned to CWDM by the Principal Contractor at least 10 days prior to commencement of construction work. The Principal Contractor must ensure that all its contractors have completed a similar document, and a proof of such signed documents is submitted to CWDM for reference purposes.

ASSIGNED PERSON IN TERMS OF OCCUPATIONAL HEALTH & SAFETY ACT OF 1993 & APPLICABLE REGULATIONS

A written letter of appointment must be forwarded to CWDM duly signed by responsible persons at least 3 days' prior commencement of construction work for the following duties:

The competency of each member must be provided and should include knowledge, training, experience & qualifications specific to the appointment. (where applicable)

(Further appointments could become necessary as the project progresses and as per the requirements of OHS Act 85/1993)

- (a) Person assigned duties in terms of the 16.2 appointees of the Act
- (b) Construction Manager CR8(1)
- (c) Assistant Construction Manager CR8(2) - *where applicable*
- (d) Full-time or part-time Construction Safety Officer CR8(5)
- (e) Construction Supervisor CR8(7))
- (f) Assistant Construction Supervisor CR8(8) - *where applicable*

- (g) Risk Assessor CR9(1)
- (h) Fall Protection Developer/Planner CR10(1) - *where applicable*
- (i) Temporary Works Designer CR11(1) - *where applicable*
- (j) Temporary Works Supervisor CR11(2) - *where applicable*
- (k) Excavation Supervisor CR13(1) a) - *where applicable*
- (l) Demolition Work Supervisor and Controller CR14(1) - *where applicable*
- (m) Scaffolding Supervisor CR16(1) - *where applicable*
- (n) Scaffolding Team leader CR16(1) - *where applicable*
- (o) Scaffolding Inspector CR16(1) - *where applicable*
- (p) Scaffolding Erector CR16(1) - *where applicable*
- (q) Construction Vehicles and Mobile Plant Operator CR23(1)d(i) - *where applicable*
- (r) Temporary Electrical Installations Controller CR24(c) - *where applicable*
- (s) Portable Electrical Equipment Supervisor CR24(d) - *where applicable*
- (t) Fire Equipment Inspector CR29(h) - *where applicable*
- (u) First Aider GSR3(4) -- *where applicable*
- (v) Stacking Supervisor (CR28(a)) (GSR2(a))
- (w) Gas Cutting/Welding Supervisor (GSR9(a) - *where applicable*
- (x) Ladder Supervisor and Inspector (GSR13(a) - *where applicable*
- (y) Lifting Machine Inspector (DMR18(7) - *where applicable*
- (z) Lifting Tackle Inspector (DMR18(10)e) - *where applicable*
- (aa) Lifting Machine Supervisor (DMR18(11) - *where applicable*
- (bb) Supervisor of Machinery (GMR1) - *where applicable*
- (cc) Safety Representatives (OHS Act Sec.17 - *where applicable*
- (dd) Hazardous Chemical Substances Controller/Co-ordinator HCSR10 - *where applicable*
- (ee) Incident Investigator (GAR9(2))

HEALTH AND SAFETY DOCUMENTATION

The Principal Contractor must provide and demonstrate to CWDM a suitable, sufficiently documented and coherent site-specific health and safety plan, based on CWDM's documented health and safety specifications. The health and safety plan must include but not limited to the following during tendering process, before commencement of construction work and during construction:

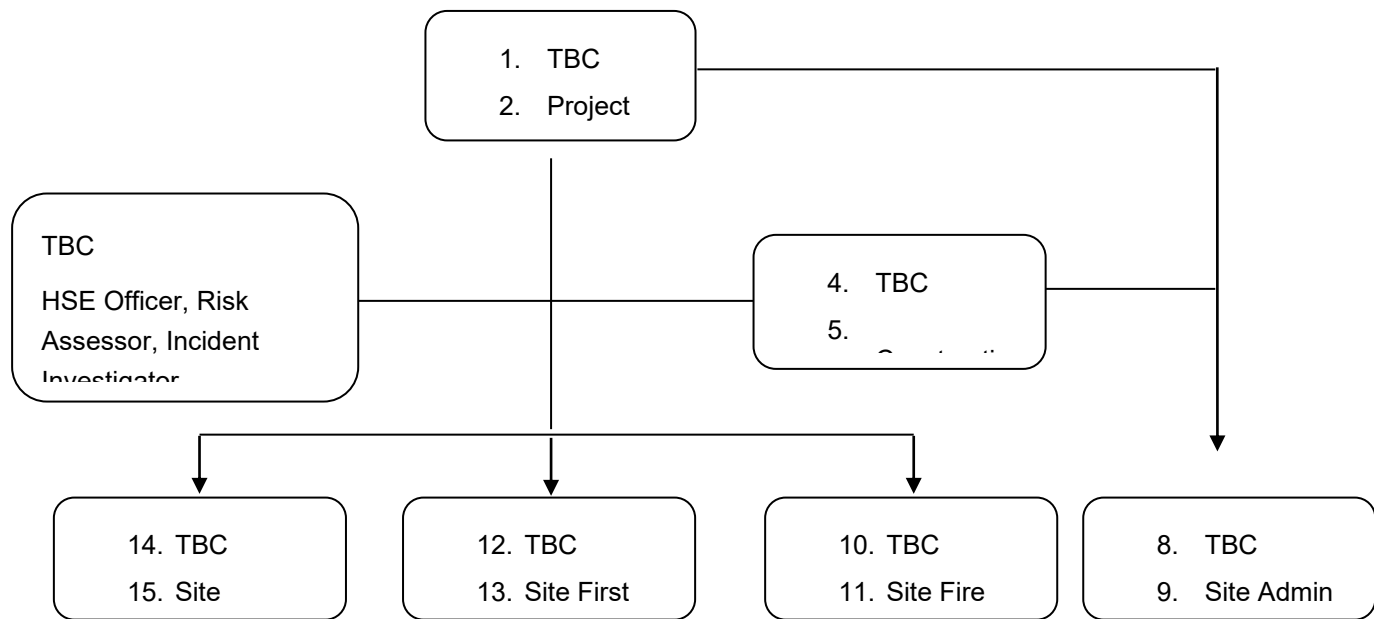
Principal Contractor's Health & Safety Policy

The Principal Contractor must provide a health & safety policy signed by the Chief Executive Officer (CEO) which outlines Principal Contractor's commitment towards health and safety

Health and Safety Organogram

The Principal Contractor must provide a health & safety organogram which outlines related appointments in terms of the OHS Act and applicable Regulations. Contact numbers should also be provided for easy reference.

Project HSE Structure Organogram



RISK ASSESSMENT

(Construction Regulation 9)

A Contractor must, before the commencement of any construction work and during such construction work, have risk assessments performed by a competent person appointed in writing, which risk assessments form part of the health and safety plan to be applied on the site, and must include—

- (a) the identification of the risks and hazards to which persons may be exposed to;
- (b) an analysis and evaluation of the risks and hazards identified based on a documented method;
- (c) a documented plan and applicable safe work procedures to mitigate, reduce or control the risks and hazards that have been identified;
- (d) a monitoring plan; and
- (e) a review plan.

A Contractor must ensure that:

- (f) as far as is reasonably practicable, ergonomic related hazards are analyzed, evaluated and addressed in the risk assessment
- (g) that all employees under his or her control are informed, instructed and trained by a competent person regarding any hazard and the related work procedures and or control measures before any work commences, and thereafter at the times determined in the risk assessment monitoring and review plan of the relevant site
- (h) Principal Contractor must ensure that all Contractors are informed regarding any hazard that is stipulated in the risk assessment before any work commences, and thereafter at the times that may be determined in the risk assessment monitoring and review plan of the relevant site

- (i) consult with the health and safety committee or, if no health and safety committee exist, with a representative trade union or representative group of employees, on the monitoring and review of the risk assessments of the relevant site
- (j) copies of the risk assessments of the relevant site are available on site for inspection by an inspector, the client, the client's agent, any Principal Contractor, any employee, a representative trade union, a health and safety representative or any member of the health and safety committee
- (k) review the relevant risk assessment—
 - i. where changes are affected to the design and or construction that result in a change to the risk profile; or
 - ii. when an incident has occurred.

All risk assessments are to be conducted by a competent person as appointed under the paragraph and regulation of this document. The plan must include a declaration in this regard, or the risk assessment must contain the signature(s) of these appointed persons.

Risk assessments are to highlight **safety, and health and environmental risks/ hazards associated with the project activities / tasks**

SAFE WORK PROCEDURES

A Safe Work Procedure must be developed by each contractor for all construction work activities.

Cape Winelands District Municipality may also request site specific Safe Work Procedures for all work during the Project. High risk activities introduced by contractors must be documented in their HSE Plan and/or associated Safe Work Procedure.

Safe Work Method Statement requirement list;

- (a) Description of work
- (b) Sequence of operations
- (c) Controls and monitoring
- (d) Plant inspection
- (e) Operator training
- (f) List of proposed Hazardous Chemical Substances to be used with MSDS's
- (g) Safety of public, visitors, Landowners and their workers, third parties.
- (h) Environmental controls (if required)
- (i) First Aid requirements
- (j) Emergency Procedures
- (k) Prescribed PPE for the task at hand
- (l) Notification of HSE, local authority and Environmental Agencies (if required)
- (m) Permit requirements (if required)
- (n) Person responsible for risk control implementation.
- (o) Training attendance register attached to all Risk assessment
- (p) Communication and acceptance by staff

METHOD STATEMENT

Where risks are high, more detailed planning is needed to manage the hazards and control those risks. the method statement will plan out the work in a logical sequence, providing information on the controls and precautions (that you identified in the risk assessments) required at each step. For example, the risk assessment might say that supervision is

required for the task. The method statement will then go into further details about who will be the supervisor, their contact details and qualifications etc.

Your method statement doesn't have to be a lengthy document, but it should contain all the information you need to communicate how to do the work safely. The information should be clear and concise. At times it can be helpful to include drawings or pictures in your method statement to explain something and reduce confusion.

The method statement shall contain information about a task or activity such as:

- (a) The specific activity the method statement is for
- (b) A description of the work
- (c) Start date and duration of the task
- (d) Hours of work
- (e) The hazards associated with the site and environment
- (f) References to other documents such as risk assessments that apply to the task
- (g) PPE requirements
- (h) Management arrangements
- (i) Monitoring arrangements
- (j) Emergency procedure

FALL PROTECTION PLAN *(Construction Regulation 10)*

A Contractor must

- (a) designate a competent person to be responsible for the preparation of a fall protection plan;
- (b) ensure that the fall protection plan contemplated above is implemented, amended where and when necessary and maintained as required; and
- (c) take steps to ensure continued adherence to the fall protection plan.

The Fall Protection Plan must include

- (a) a risk assessment of all work carried out from a fall risk position and the procedures and methods used to address all the risks identified per location;
- (b) the processes for the evaluation of the employees' medical fitness necessary to work at a fall risk position and the records thereof;
- (c) a programme for the training of employees working from a fall risk position and the records thereof;
- (d) the procedure addressing the inspection, testing and maintenance of all fall protection equipment; and
- (e) a rescue plan detailing the necessary procedure, personnel and suitable equipment required to affect a rescue of a person in the event of a fall incident to ensure that the rescue procedure is implemented immediately following the incident.

A Contractor must ensure that:

- (a) **The Construction Manager** appointed under **Construction Regulation 8(1)** is in possession of the most recently updated version of the fall protection plan.
- (b) all unprotected openings in floors, edges, slabs, hatchways and stairways are adequately guarded, fenced or barricaded or that similar means are used to safeguard any person from falling through such openings;
- (c) no person is required to work in a fall risk position, unless such work is performed safely as contemplated in above;

- (d) fall prevention and fall arrest equipment are
 - (i) approved as suitable and of sufficient strength for the purpose for which they are being used, having regard to the work being carried out and the load, including any person, they are intended to bear; and
 - (ii) securely attached to a structure or plant, and the structure or plant and the means of attachment thereto are suitable and of sufficient strength and stability for the purpose of safely supporting the equipment and any person who could fall; and
- (e) fall arrest equipment is used only where it is not reasonably practicable to use fall prevention equipment

OCCUPATIONAL HEALTH & SAFETY FILE

(Construction Regulation 7)

The Occupational Health and Safety File

The Principal Contractor will keep an Occupational Health and Safety File on site containing the following documents (where applicable) as a minimum:

- Accident/Incident Register. (Annexure 1 of the General Admin Regulations)
- Health and safety Representatives Inspections Register.
- Mobile Plant Inspection.
- Mobile Plant Inspection maintenance or service history (last 3 month)
- Daily Inspection of Vehicles.
- Vehicle maintenance or service history (last 3 months)
- Demolition Inspection Register.
- Electrical Installations, Equipment & Appliances. (including Portable Electrical Tools)
- Excavations Inspection.
- Fall Protection Inspection Register.
- First Aid Box Contents.
- Fire Equipment Inspection & Maintenance.
- Hazardous Chemical Substances Record (MSDS)
- Ladder Inspections.
- Lifting Equipment Register.
- Machinery Safety Inspection Register. (incl. machine guards, lockouts etc.)
- Scaffolding Inspections.
- Stacking & Storage Inspection.
- Inspection of Structures.
- Inspection of Pressure Equipment.
- Welding Equipment Inspections.
- Company Policies (H&S, smoking, drugs & alcohol abuse, etc.)
- Staff medical fitness tests or records
- Staff copy of ID
- Staff induction records
- Staff PPE issue records (current issue for project)
- Valid staff competency certificates
- Valid equipment certificates (where applicable)
- Valid Letter of good standing (COIDA)
- Valid Third-party insurance certificate

- Project specific organogram
- Risk Assessments
- Method Statements
- Safe work Procedures
- All other applicable records.

HEALTH AND SAFETY REPRESENTATIVES

The Principal Contractor must ensure that Health and Safety Representative(s) is/are elected and delegated in writing and necessary training has been provided by a competent person where there are more than 20 employees at the workplace. A proof of training certificate must be provided to CWDM.

Health and Safety Representatives must conduct monthly inspections by completing a checklist developed by the Principal Contractor. Safety defects noted must be recorded and reported to the supervisor for remedial action. Health and Safety Representative Inspection findings must be made available to CWDM for reference for audits purposes.

Health and Safety Representatives and their reports must form part of the safety committee which must meet on a monthly basis.

The Principal Contractor must hold health and safety committee meetings on site. Minutes of such meetings and action taken by management must be kept on file and made available to CWDM for reference purposes. Members of the committee must receive proper training and a proof of such training must be made available.

The Committee must consider, at least, the Following Agenda:

- Opening & Welcome
- Present/ Apologies/ Absent
- Minutes of previous Meeting
- Matters Arising from the previous Minutes
- OH&S Reps Reports
- Incident Reports & Investigations
- Incident /Injury Statistics
- Other Matters
- Endorsement of Registers and other statutory documents by a representative of the Principal Contractor
- Close/Next Meeting

The Principal Contractor must ensure that CWDM Safety Department is invited to such meetings. These meetings do not substitute for Principal Contractor's Site meetings.

HEALTH & SAFETY TRAINING

Environmental, Health and Safety Induction

The Principal Contractor must conduct an induction training session prior commencement of construction work. An attendance register must be kept in the Principal Contractor's health and safety file.

Induction Conducted by the Principal Contractor and Competent Person

A manual /copy of such training must be provided to CWDM for reference purposes. As determined by the risk assessment. The Principal Contractor must ensure that all employees

under his/her control are trained by a competent person, and a proof of such training is kept on file for reference.

Toolbox Talks

The Principal Contractor must ensure that employees attend a formal Toolbox Talk to be held at least once a week. Toolbox Talks must cover a wide variety of topics related to health and safety. An attendance register must be completed by employees who attended such talks. The register must indicate the topic covered presenter, date and signatures of employees attended. Records for Toolbox Talks must be kept in a health and safety file and be made available to CWDM for perusal.

First Aid Training

The Principal Contractor must appoint competent First Aider(s) in writing where more than 10 employees are employed. A letter of appointment must be kept on file for reference made available to CWDM Safety. Duly designated First Aider(s) must have attended training at an accredited institution prior commencement of construction work and a proof of certificate be submitted to CWDM for reference.

The Principal Contractor must ensure that the first aid box(s) is/are controlled by qualified First Aider(s) and kept fully stocked with necessary first aid contents related to the hazards and risks identified. A first aid box(s) must be accessible, and location of such box(s) is clearly displayed on site.

FIRE PREVENTION AND PROTECTION

The Principal Contractor must ensure that adequate fire equipment is provided in strategic places (that is, where there is a mobile distribution board, flammable liquids, pressure equipment, confined spaces, hot work). The Principal Contractor must ensure that such equipment is inspected by a competent

person on a monthly basis and such inspections are recorded on a register. The Principal Contractor must ensure that all fire equipment is serviceable, and person(s) have been properly trained on how to use the equipment. A proof of such training must be provided prior commencement of construction work.

EMERGENCY PREPAREDNESS

The Principal Contractor must provide CWDM with an emergency plan and procedure which will include, but not limited to emergencies such as fire, bomb threat, civil unrest, medical treatment, environmental incidents, accidents to employees and other persons other than their employees.

Emergency procedure must be communicated to employees, and a proof of such training must be kept on file for reference. A list of emergency contact numbers must be conspicuously displayed on site for ease reference. An evacuation plan must be displayed in strategic places.

The Principal Contractor must provide CWDM Safety with a full record of any incidents which may occur on site.

INCIDENTS/ACCIDENTS REPORTING AND INVESTIGATION

The Principal Contractor must ensure that all incidents/accidents (this includes near miss, first aid cases and section 24 cases) are reported by employees immediately to the Construction Manager for further investigation and remedial action. The Principal Contractor must ensure that all OHS Act section 24 incidents/accidents are reported to the Department of Labour immediately and preliminary investigation is conducted by a competent person within seven days.

If construction work will be finished within 3 days after occurrence, an investigation must be conducted before such construction work is completed. Proof of such investigation must be submitted to CWDM immediately or within 24 hours after investigation.

All incidents are to be reported within 4 hours of the occurrence to Cape Winelands District Municipality respective representative

PERSONAL PROTECTIVE EQUIPMENT

The Principal Contractor must ensure that personal protective equipment or clothing needs analysis is conducted and incorporated into the risk assessment. Records must be provided by the Principal Contractor prior to the commencement of construction work. The Principal Contractor must ensure that personal protective equipment or clothing is provided to personnel. The Principal Contractor must ensure that no personnel are allowed to work on site without necessary personal protective equipment or clothing. The Principal Contractor must ensure that PPE is kept in good working order and clearly stipulate procedures to be followed when PPE is lost or stolen, worn or damaged. CWDM will remove any person from the construction site who is working without necessary personal protective equipment and/or clothing.

The following minimum PPE shall be used at all times;

- Reflector vests
- Dust Masks (where applicable)
- Safety Glasses
- Steel toe safety boots
- Overall

All staff shall be trained on the use and limitations of PPE before commencement of the project.

FALL PROTECTION (WORKING IN ELEVATED POSITIONS)

(Construction Regulation 10)

A pre-emptive Risk Assessment will be required for any work to be carried out above two metres from the ground or any floor level and will be classified as "Work in Elevated Positions".

As far as is practicable, any person working in an elevated position will work from a platform, ladder or other device that is at least as safe as if he/she is working at ground level and whilst working in this position be wearing and using a full body harness that will be worn to prevent the person falling from the platform, ladder or other device utilised.

This safety harness will be, as far as is possible, secured to a point away from the edge over which the person might fall and the double lanyard must be of such a length that the person will not be able to move over the edge.

In addition, any platform, slab, deck or surface forming an edge over which a person may fall must be fitted with guard rails at two different heights as prescribed in SABS 085' Code of Practice for the Design, **Erection, Use and Inspection of Access Scaffolding**

Workers working in elevated positions must be trained to do this safely and without risk. Proof of training must be maintained on the contractors site safety file. Medical certificates of fitness for all employees working in elevated positions must be available on site. This must be issued by an Occupational Health Practitioner.

Where work on roofs is carried out, the Risk Assessment must take into account the possibility of persons falling through fragile material, skylights, soffits and openings in the roof, steel support work trusses and purlins so designed as to support the roof structure.

Working overhead

Articles falling from heights can cause serious injuries. Employees working overhead shall ensure that materials and tools are properly secured to prevent articles falling.

“Men Working Above” signs shall be displayed in the appropriate places.

Where there is danger of falling material, fence off the area in danger and erect safety signage warning of “Falling Objects”.

Material shall not be thrown from aloft but shall be lowered in a safe manner - use a securely fixed rope to lower it.

Roofing and cladding work

Safe access must be provided for gaining access on to the roofs. The Contractor must provide ladders, scaffolds or a man cage, cherry picker or scissor lift for this purpose.

A lifeline, consisting of a steel wire rope, the diameter calculated to suit the span and the number of persons attached to it, is to be erected on the ridge of the structure, using a safety block/ self-retracting life retracting life line (To be erected and placed on register and checked daily by a competent person).

No work will be permitted during rain or when wind speeds exceed 30 Km/h. - This is only a guide it will also depend on risk assessment and working conditions.

The responsible person will enforce this with the delegated authority on Site.

Bundles of roof sheeting stacked on the roof must conform to the following:

- Only sufficient bundles to be stacked on the roof to meet immediate needs. Other bundles to remain stacked on the ground until required. Method statement to be provided.
- Bundles of sheeting to be secured by means of 20mm steel strapping applied with a strapping tool.

- Securely tied to the rafters so as to prevent sheets being blown from the roof during high winds.
- No material may be stored on the roof over weekends and holiday breaks

Edge protection

The Principal Contractor must ensure that all exposed edges and floor openings are guarded and demarcated at all times until permanent protection has been erected. Guardrails used for edge protection must be 500mm and 900mm apart (double railing) above the platform/ floor surface.

The Principal Contractors fall protection plan must include the procedure to be followed regarding the management of edge protection and penetration.

RISK ASSESSMENT FOR CONSTRUCTION WORK

(Construction Regulation 9)

Every Contractor performing Construction work shall, before the commencement of any construction work and during such work, have a Risk Assessment performed by a competent person, appointed in writing, and the Risk Assessment shall form part of the OH&S Plan.

Each activity must define individual tasks associated with that identified activity. These and all associated hazards must be identified and listed in the risk assessment. This ensures that critical tasks and associated hazards are not missed.

The Risk Assessment must include:

- The identification of the risks and hazards to which persons may be exposed to
- The analysis and evaluation of the risks and hazards identified
- A documented plan and applicable safe work procedures (SWP) to mitigate, reduce or control the risks and hazards that have been identified
- A monitoring plan and
- A review plan

A Contractor must ensure that:

- As far as is reasonably practicable ergonomic related hazards are analysed, evaluated and addressed.
- All employees under his/her control are informed, instructed and trained by a competent person regarding any hazards
- A Principal Contractor must ensure all Contractors are informed regarding any hazard as stipulated in the risk assessment before any work commences.
- Consult with health and safety committee on monitoring and review risk assessment on site.
- Ensure a copy of risk assessments is available for inspection.
- Review relevant risk assessments where changes are affected to the design or construction that result in a change to the risk profile or when an incident occurred.

N.B. A risk assessment will be performed for all unplanned work and submitted to CWDM for approval prior to work commencing.

STRUCTURES

(Construction Regulation 11)

The Contractor will ensure that in terms of Construction Regulation 11 the following is adhered to:

- That the structure on/in which works are to be performed has been inspected by a certified structural engineer declaring the structure to be safe for construction/demolition/renovations work processes.
- Steps are taken to ensure that no structure becomes unstable or poses a threat of collapse due to demolition and construction work being performed on it, or in the vicinity of it.
- No structure is overloaded to the extent where it becomes unsafe; if uncertainty arises then the structural engineer is to be consulted.
- He/she has received from the designer the following information:
- Information on known or anticipated hazards relating to the construction/demolition work and the relevant information required for the safe execution of the construction/demolition work.
- A geo-scientific report (where applicable).
- The loading the structure is designed to bear.
- The methods and sequence of the construction/demolition process.
- All drawings pertaining to the design are on site and available for inspection.

The structural engineer shall carry out inspections at appropriate and sufficient intervals with visual evidence (before, during and after) of the construction work involving the design of the relevant structure to ensure compliance with the design and record the results of these inspections in writing.

TEMPORARY WORK

(Construction Regulation 12)

Temporary work must be carried out under the supervision of a competent person designated in writing.

Temporary works structures must be so designed, erected, supported, braced and maintained such that it will be able to support any vertical or lateral loads that may be applied.

No load is to be imposed onto the structure that the structure is not designed to carry.

Temporary works must be erected in accordance with the structural design drawings for that temporary works and, if there is any uncertainty, the designer must be consulted before proceeding with the erection/use of the temporary works.

All design drawings pertaining to the temporary works must be kept available on site.

All equipment used in the erection of temporary works must be checked by a competent person before use.

The foundation or base upon which temporary works is erected must be able to bear the weight and keep the structure stable.

Employees erecting temporary works must be trained in the safe work procedures for the erection, moving and dismantling of temporary works.

Safe access/egress (and emergency escape) must be provided for workers.

A competent person must inspect temporary works structures that have been erected before, during and after pouring of concrete or the placing of any other load and thereafter daily until the temporary works is stripped.

The results of all inspections must be recorded in a register kept on site.

The temporary works must be left in place until the concrete has reached sufficient strength to bear its own weight plus any additional weight that may be imposed upon it and not until the designated competent person has authorised its stripping in writing.

Any damaged temporary works must be repaired/rectified immediately Deck panels must be secured against displacement.

The contractor must ensure that no employee is exposed or required to work on slippery and dangerous surfaces.

Person's health must be protected when use is made of solvents, oils or other similar substances.

Ensuring that the OEL (Occupational Exposure Limit) for any substances that they may be exposed to does not exceed the legal limits and that the necessary PPE is used.

EXCAVATIONS

(Construction Regulation 13)

The Principal Contractor must ensure excavation work is conducted under supervision of a competent person who has been appointed in writing. A letter of appointment must be provided to CWDM Safety prior commencement of work. A risk assessment outlining safe work procedures to be adhered to if excavation is more than 1.0m deep must be provided to CWDM prior commencement of work. The Principal Contractor must ensure that no person works in an excavation which is not adequately braced or shored.

The Principal Contractor must ensure that every excavation including bracing and shoring is inspected daily prior each shift starts, and such records are kept on site for reference.

The Principal Contractor must ensure that all precautionary measure as stipulated for confined spaces as stated in the General Safety Regulation of OHS Act 85/1993 are complied with when entering any excavation. The Principal Contractor must ensure that warning signs are conspicuously displayed where excavation work involves the use of explosives and a method statement developed by a competent person is provided to CWDM prior commencement.

The Principal Contractor must ensure that safe and convenient means of access is provided to every excavation when required. Such access must not be further than 6m from the point where any worker within the excavation is working.

The Principal Contractor must communicate, train and enforce safe work procedures pertaining to excavation work to his/her employees.

No material/equipment/vehicle to be within 3m of the excavation edges.

All excavations must be on register and inspected daily before work commences & after inclement weather by the contractors appointed competent person, declared safe and his

findings noted in the said register. All excavation must be barricaded and display the required danger sign.

DEMOLITION WORK

(Construction Regulation 13)

The Principal Contractor must ensure that a detailed structural engineering survey is conducted by a competent person and a method statement on the procedure to be followed is provided to CWDM Safety. The Principal Contractor must ensure that demolition work is conducted under the supervision of a competent person appointed in writing.

The Principal Contractor must ensure that safety precautionary measures stipulated in Asbestos Regulations is adhered to if demolition work involves asbestos material and that asbestos work is conducted under the supervision of a registered Asbestos Principal Contractor.

SCAFFOLDING

(Construction Regulation 16)

Access Scaffolding must be erected, used and maintained safely in accordance with Construction Regulation 16 and SA Bureau of Standards Code of Practice, SANS 10085/1 entitled, "The Design, Erection, and Use & Inspection of Access Scaffolding.

Detailed consideration must be given to all scaffolding to ensure that it is properly planned to meet the working requirements, designed to carry the necessary loadings and maintained in a sound condition. It must also be ensured that there is sufficient material available to erect the scaffolding properly.

For example:

- Guard rails and toe boards shall be provided on all outer edges of all scaffolding where a person or an object is working in an elevated position.
- Ladders to be staggered every 2m inside scaffold frame with safe landing platform and a trap door fitted on the working platform.

Scaffolding may only be erected, altered or dismantled by a person who has the appropriate training and experience in this type of work or under the supervision of such a person

Specific attention must be given to the appointment of Scaffolding Inspectors and Scaffolding Erectors who shall not be the same person. The continuous inspection of scaffolding structures must be recorded on the applicable Scaffold register.

Tagging/Signs reflecting the status of the scaffold must be used and fixed to the structure at all times. (Safe to use / Scaffold not Safe)

On completion of the erection, the Supplier will inspect the structure and will ensure it is in sound working order and complies with all statutory regulations. The Supplier will then issue a Handover Certificate,

Drawings, design and specifications shall be signed by a registered professional engineer. An inspection of the completed scaffold shall also be inspected by the registered professional engineer for approval prior to use. Should any additional load i.e. a hoist or be added to the scaffold at a later stage, the professional engineer must approve the modification.

CRANES

(Construction Regulation 22)

A Crane permit must be obtained from CWDM and submitted before erection of crane.

A contractor must, in addition to compliance with the Driven Machinery Regulations, 1988 ensure that where tower cranes are used—

- (a) they are designed and erected under the supervision of a competent person;
- (b) a relevant risk assessment and method statement are developed and applied;
- (c) the effects of wind forces on the crane are taken into consideration and that a wind speed device is fitted that provides the operator with an audible warning when the wind speed exceeds the design engineer's specification;
- (d) the bases for the tower cranes and tracks for rail-mounted tower cranes are firm, level and secured;
- (e) the mobile crane operators are competent to carry out the work safely; and
- (f) the mobile crane operators have a medical certificate of fitness to work in such an environment, issued by an occupational health practitioner in the form of Annexure 3.

Mobile or truck mounted crane near power lines

No mobile cranes are to be used near overhead power lines until the relevant Cape Winelands District Municipality representative has been notified and provided safe access conditions.

Mobile cranes shall be effectively earthed when working in the vicinity of electrical wires. Assume that all-electrical equipment and wires are live and avoid them.

Crane requirements

The following shall apply to any mobile crane used on site, including truck mounted cranes on delivery vehicles:

- Lifts in excess of 2 tons will only be conducted by a Qualified and appointed Rigger.
- Lifts less than 2 tons may be conducted by a person with a Basic Rigging and slinging certificate.
- All lifts in excess of 5 tons shall only be conducted after a detailed lift plan have been developed with a safe work method statement and risk assessment.
- All lift plans are subject to CWDM approval.
- Each crane shall have (in the cab or operating area), the following legal documents on site at all times:
 - (a) The latest and up-to-date load certificate of the crane;
 - (b) A record of the 6-monthly inspection of the crane by a registered inspector;
 - (c) The crane operator(s) current crane license;
 - (d) The crane operator(s) medical certificate of fitness issued by an occupational medical practitioner;
 - (e) The inspection registers or certification of 3-monthly inspection of all lifting equipment used with the crane;

- (f) All Lifting gear will be colour coded on a quarterly basis and recorded on register,
- Where applicable, the method statement for the erection, maintenance, inspections and dismantling of the crane shall include a detailed lifting plan.
 - The method statement for safe use of the crane, shall include the method of communication, the protection of fall zones and the method of determining whether the weather permits safe crane work.
 - Any fixed crane's load test certificates shall be included in the HSE file.
 - All lifting equipment and gear used on site shall be identified, SWL-indicated and listed in a register contained in the HSE file.
 - A template inspection register of the lifting gear shall be included in the HSE Plan.
 - That all lifting machines are load tested and inspected as required in Driven Machinery Regulation 18 and that the records thereof are either with the machine or in the contractor's HSE file.

LIFTING EQUIPMENT, TACKLE, MATERIAL HOIST AND CRANES

The Principal Contractor must ensure that all lifting equipment and tackle are inspected before use and a monthly register is completed by a competent person. Proof of such inspections must be recorded and kept on file for reference. The Principal Contractor must ensure that a safe working load is conspicuously displayed on lifting equipment and tackle and service certificate is provided prior commencement of work. The Principal Contractor must ensure operators are properly trained on how to operate the above-mentioned equipment and a proof of competency is provided prior commencement of work.

The Principal Contractor must provide information on procedures to be followed in the case of:

- (a) Malfunctioning of equipment; and
- (b) Discovery of a suspected defect in the equipment

The Principal Contractor must ensure that safety measures stipulated in Driven Machinery Regulation and Construction Regulation with regard to below mentioned equipment are adhered to at all times.

- Where man-lift equipment is used, the principal contractor shall ensure compliance with Driven Machinery Regulation 18 and that competent persons are appointed in writing to ensure:
- That all scissors' lifts, cherry pickers, forklift with man-cages or any other lifting machine used to lift personnel are used only by a trained and competent operator in possession of a competency certificate issued by and accredited provider who holds a valid accreditation issued by an authorised body, in terms of the SAQA Act, and who is approved by the Chief Inspector, in terms the Driven Machinery Regulation 18.
- That all lifting machines are load tested and inspected as required in Driven Machinery Regulation 18 and that the records thereof are either with the machine or in the principal contractor's HSE file

CONSTRUCTION VEHICLES & MOBILE PLANT

(Construction Regulation 13)

Construction Vehicles and Mobile Plant may be inspected by CWDM prior to being allowed on a project site and suppliers of hired vehicles, plant and equipment will be required to comply with this specification as well as the OHS Act and Regulations.

Construction Vehicles and Mobile Plant to be:

- of acceptable design and construction
- maintained in good working order
- used in accordance with their design and intention for which they were designed
- Operated/driven by trained, licensed competent and authorised operators/drivers. No unauthorised persons to be allowed to drive or operate Construction Vehicles and Mobile Plant.
- Operators and drivers of Construction Vehicles and Mobile Plant must be in possession of a valid medical certificate declaring the operator/driver physically and psychologically fit to operate or drive Construction Vehicles and Mobile Plant.
- fitted with adequate signalling devices to make movement safe including reversing
- excavations and other openings must be provided with sufficient barriers to prevent Construction Vehicles and Mobile Plant from falling into same
- Provided with roll-over protection, appropriate seat fitted which shall be used during Construction Vehicles and Mobile Plant operations.
- inspected daily before start-up by the driver/operator/user and the findings recorded in a register/logbook
- Construction Vehicles and Mobile Plant to be fitted with two head and two taillights whilst operating under poor visibility conditions, in addition they shall be equipped with 'hazard warning' lights, which must be used whenever the Construction Vehicles and Mobile Plant is on site.
- No loose tools, material etc. is allowed in the driver/operator's compartment/cabin nor in the compartment in which any other persons are transported
- Construction Vehicles and Mobile Plant used for transporting persons must have seats firmly secured and sufficient for the number of persons being transported
- Operators to be issued with Personal Protective Equipment as required and identified by the Risk Assessments
- Only licensed and road worthy vehicles will be allowed on the public roads

No person may ride on a Construction Vehicles and Mobile Plant except in a safe place provided by the manufacturer for this purpose

The construction site must be organized to facilitate the movement of Construction Vehicles and Mobile Plant so that pedestrians and other vehicles are not endangered. Traffic routes are to be suitable, sufficient in number and adequately demarcated

Construction Vehicles and Mobile Plant left unattended after hours adjacent to roads and areas where there is traffic movement must be fitted with lights reflectors or barricades to prevent moving traffic coming into contact with the parked Construction Vehicles and Mobile Plant.

In addition, Construction Vehicles and Mobile Plant left unattended after hours must be parked with all buckets, booms etc. fully lowered, the emergency brakes engaged and,

where necessary, the wheels chocked, the transmission in neutral and the motor switched off and the ignition key removed and stored safely

Workers employed adjacent to, or on public roads must wear reflective safety vests

All Construction Vehicles and Mobile Plant inspection records must be kept in the OH&S File.

ELECTRICAL INSTALLATIONS AND MACHINERY ON CONSTRUCTION SITES

(Construction Regulation 24)

The Principal Contractor must, in addition to compliance with the Electrical Installation Regulations, 2009, and the Electrical Machinery Regulations, 1988, promulgated by Government Notice No. R. 1593 of 12 August 1988, ensure that—

- (a) before construction commences and during the progress thereof, adequate steps are taken to ascertain the presence of and guard against danger to workers from any electrical cable or apparatus which is under, over or on the site;
- (b) all parts of electrical installations and machinery are of adequate strength to withstand the working conditions on construction sites;
- (c) the control of all temporary electrical installations on the construction site is designated to a competent person who has been appointed in writing for that purpose;
- (d) all temporary electrical installations used by the contractor are inspected at least once a week by a competent person and the inspection findings are recorded in a register kept on the construction site; and
- (e) all electrical machinery is inspected by the authorized operator or user on a daily basis using a relevant checklist prior to use and the inspection findings are recorded in a register kept on the construction site.

The Principal Contractor must ensure that prior notice is given to CWDM Maintenance Department of any work involving electrical installation. The Principal Contractor must ensure that a lock-out procedure is adhered to by his/her employees whenever required. The Principal Contractor must ensure that safety measures stipulated in the Electrical Installation Regulations, Machinery Regulations, General Machinery Regulations and Construction Regulations are adhered to at all times.

All electrical installations (new, temporary, alterations) shall be inspected and approved by competent person that is registered to provide a Certificate of Compliance (CoC)

USE AND TEMPORARY STORAGE OF FLAMMABLE LIQUIDS ON CONSTRUCTION SITES

(Construction Regulation 25)

The Principal Contractor to ensure that:

- No person is required or permitted to work in a place where there is the danger of fire or an explosion due to flammable vapours being present.
- No flammable substance is used or applied e.g. in spray painting, unless in a room or cabinet or other enclosure specially designed and constructed for that purpose, unless due to imposed controls that the ventilation provided is sufficient to ensure that the Lower Explosive Limit and Lower Fire Limit are not exceeded. Furthermore, that the risk assessments are reviewed to ensure that all the related hazards have been addressed and that adequate P.P.E. is provided.
- The workplace is effectively ventilated. Where this cannot be achieved:
- Employees must wear suitable respiratory equipment

- No smoking or other sources of ignition is allowed into the area
- The area is conspicuously demarcated as "flammable materials"
- Flammables stored on a construction site are stored in a well-ventilated, reasonably fire-resistant container approved by the local Fire Department, cage or room that is kept locked with access control measures in place and sufficient firefighting equipment installed and fire prevention methods practised e.g. proper housekeeping
- Flammables stored in a permanent flammables store are stored so that no fire or explosion is caused i.e.: stored in a locked well-ventilated reasonably fire-resistant container, cage or room conspicuously demarcated as "Flammable Store -No Smoking or Naked Lights"
- Adequate and suitable firefighting equipment installed around the flammables store and marked with the prescribed signs
- All electrical switches and fittings to be of a flameproof design, or where necessary, intrinsically safe.
- Any work done with tools in a flammables store or work areas to be of a non-sparking nature
- No Class A combustibles such as paper, cardboard, wood, plastic, straw etc. to be stored together with Flammables
- The flammable store to be designed and constructed so that in the event of spillage of liquids in the store, it will contain the full quantity + 10% of the amount liquid stored.
- Where the use of Bulk Storage facilities is contemplated, the contractor must ensure compliance to the local Authority bylaws.
- A sign indicating the capacity of the store to be displayed on the door
- Containers (including empty containers) to be kept closed to prevent fumes/vapours from escaping and accumulating in low lying areas
- Metal containers to be bonded to earth whilst decanting to prevent build-up of static electricity
- Welding and other flammable gases to be stored and segregated as to type of gas and empty and full cylinders
- All permanently installed storage facilities to comply with SANS 10089.

Principle Contractor shall ensure:

The safe use, storage, emergency procedures and safe disposal of hazardous substance. Material Safety Data Sheets (MSDS) shall be supplied with all hazardous materials.

Principal Contractor for recording on the site HCS Register.

Flammable substances must be:

- Clearly labelled and stored in suitably sealed containers
- When substances are transferred/decanted to a second container, the second container will be clearly labelled with the name and safety risk (e.g. flammable, toxic etc.)
- Decanted in bunded areas or drip tray's
- Neutralised, contained and suitably disposed of if spilt (if safe to do so). A general emergency spill kit is located at each site office

Emergency Procedures in case of Larger Spills

OBJECTIVES	PROCEDURE	REQUIREMENTS
Isolate the spillage to minimise danger to workers	<ul style="list-style-type: none"> Erect a barricade around the spillage. Evacuate the area if there is danger of fire or fumes. Notify the fire team. Treat affected person/s. 	<ul style="list-style-type: none"> Warning notices, e.g. flammable liquids. Ropes or chevron tape to barricade the spillage. PPE to protect persons erecting the barricade. Assistance from security to secure barricades and keeps people away. Fire Team.
Confined Spillage	<ul style="list-style-type: none"> Isolate the spillage Prevent or minimise the entry of chemicals into the storm water system or sewage system 	<ul style="list-style-type: none"> Shovels Sand or stone dust. PPE
Clean up spillage	<ul style="list-style-type: none"> If the spillage is a fluid, pump the spillage into a suitable container for disposal. If the spillage is a solid, sweep it up and shovel it into a suitable container for disposal. 	<ul style="list-style-type: none"> Pumps Labour Suitable container PPE
Disposal	<ul style="list-style-type: none"> Refer to the MSDS or the suppliers 	<ul style="list-style-type: none"> Refer to the MSDS or the suppliers.
Neutralise any material that cannot be cleaned up	<ul style="list-style-type: none"> Treat spillage with a suitable neutralising agent; refer to MSDS or supplier 	<ul style="list-style-type: none"> A supply of a suitable neutralising agent in ready-to-use form. PPE A suitable means of testing whether neutralisation has been effective.

HOUSEKEEPING AND GENERAL SAFEGUARDING ON CONSTRUCTION SITES

(Construction Regulation 27)

The Principal Contractor must ensure that suitable housekeeping is continuously implemented on each construction site, including—

- (a) the proper storage of materials and equipment;
- (b) the removal of scrap, waste and debris at appropriate intervals;
- (c) ensuring that materials required for use, are not placed on the site so as to obstruct means of access to and egress from workplaces and passageways;
- (d) ensuring that materials which are no longer required for use, do not accumulate on and are removed from the site at appropriate intervals;
- (e) ensuring that construction sites in built-up areas adjacent to a public way are suitably and sufficiently fenced off and provided with controlled access points to prevent the entry of unauthorized persons; and
- (f) ensuring that a catch platform or net is erected above an entrance or passageway or above a place where persons work or pass under, or fencing off

the danger area if work is being performed above such entrance, passageway, or place so as to ensure that all persons are kept safe in the case of danger or possibility of persons being struck by falling objects.

The Principal Contractor must ensure that safety precautionary measures stipulated in Environmental Regulations for Workplaces and Construction Regulations and Construction Environmental Specification are adhered to at all times.

STACKING AND STORAGE ON CONSTRUCTION SITES (Construction Regulation 28)

The Principal Contractor must ensure contractor must ensure that:

- (a) a competent person is appointed in writing with the duty of supervising all stacking and storage on a construction site;
- (b) adequate storage areas are provided;
- (c) there are demarcated storage areas; and
- (d) storage areas are kept neat and under control a competent person is appointed in writing with a duty of supervising all stacking and storage on a construction work or site. A proof of such appointment must be provided prior commencement of construction work. The Principal Contractor must ensure that stacking is conducted under supervision and good housekeeping is maintained at all times.

FIRE PRECAUTIONS ON CONSTRUCTION SITES (Construction Regulation 29)

The Principal Contractor must ensure that:

- (a) all appropriate measures are taken to avoid the risk of fire;
- (b) sufficient and suitable storage is provided for flammable liquids, solids and gases;
- (c) smoking is prohibited and notices in this regard are prominently displayed in all places containing readily combustible or flammable materials;
- (d) in confined spaces and other places in which flammable gases, vapours or dust can cause danger—
 - (i) only suitably protected electrical installations and equipment, including portable lights, are used;
 - (ii) there are no flames or similar means of ignition;
 - (iii) there are conspicuous notices prohibiting smoking;
 - (iv) oily rags, waste and other substances liable to ignite are without delay removed to a safe place; and
 - (v) adequate ventilation is provided;
- (e) combustible materials do not accumulate on the construction site;
- (f) welding, flame cutting, and other hot work are done only after appropriate precautions have been taken to reduce the risk of fire.
- (g) suitable and sufficient fire-extinguishing equipment is placed at strategic locations or as may be recommended by the Fire Chief or local authority concerned, and that such equipment is maintained in a good working order.
- (h) the fire equipment contemplated in paragraph (g) is inspected by a competent person, who has been appointed in writing for that purpose, in the manner indicated by the manufacturer thereof.
- (i) a sufficient number of workers are trained in the use of fire-extinguishing equipment.
- (j) where appropriate, suitable visual signs are provided to clearly indicate the escape routes in the case of a fire.
- (k) the means of escape is kept clear at all times.
- (l) there is an effective evacuation plan providing for all—

- (i) persons to be evacuated speedily without panic.
- (ii) persons to be accounted for; and
- (iii) plant and processes to be shut down; and
- (m) a siren is installed and sounded in the event of a fire.

Good housekeeping plays a major role in fire prevention.

- All contractors shall every second week arrange a group effort and perform a site wide clean-up operation.
- All flammable and combustible material must be removed daily.
- The minimum amount of flammable liquids (petrol, thinners, paint, oils, greases, etc.) must be brought on to Site and stored securely.
- All required safety signs must be posted if any work is carried out with any flammable, combustible materials i.e. No smoking! No naked flames and no unauthorized entry.
- Supervisors to do constant and regular inspections to ensure adherence of procedures.
- Ensure that fire risk is assessed in all Issue Based Risk Assessments.

CONSTRUCTION EMPLOYEES' FACILITIES

(Construction Regulation 30)

A Contractor must provide at or within reasonable access of every construction site, the following clean, hygienic and maintained facilities:

- (a) Shower facilities after consultation with the employees or employees' representatives, or at least one shower facility for every 15 persons.
- (b) at least one sanitary facility for each sex and for every 30 workers.
- (c) changing facilities for each sex; and
- (d) sheltered eating areas.

A Contractor must provide reasonable and suitable living accommodation for the workers at construction sites who are far removed from their homes and where adequate transportation between the site and their homes, or other suitable living accommodation, is not available.

LADDERS

The Principal Contractor must ensure that all ladders are numbered, inspected before use and monthly inspections are recorded in a register. The Principal Contractor must ensure that a competent person who carries the above inspections is appointed in writing.

PRESSURE EQUIPMENT

The Principal Contractor must ensure that pressure equipment is identified, numbered and entered in a register. Furthermore he/she must ensure that inspections are carried out and certificates of testing are available and kept on file as per the Regulations.

PUBLIC SAFETY AND SECURITY

The Principal Contractor must ensure that notices and signs are conspicuously displayed at the entrance and along the perimeter fence indicating "No Unauthorized Entry", "Visitors to report to office", "helmet and safety shoes" etc.

Health and safety signage must be well maintained throughout the project. This must entail cleaning, inspection and replacement of missing or damaged signage.

Furthermore, the Principal Contractor must ensure that:

- a) Nets, canopies, fans etc. are provided to protect the public passing or entering the site
- b) A security guard is provided where necessary and provided with a way of communication and an access control measures or register is in place
- c) All visitors to a construction site undergo health and safety induction pertaining to the hazards prevalent on the site.

NIGHT WORK

The Principal Contractor must ensure that necessary arrangements have been made with CWDM before conducting any night work and that there is adequate lighting for any work to be conducted and failure to do so will result in work being stopped.

Requirements for night work shall be:

- Written authorisation from CWDM, Client and affected Landowners.
- Approved Method Statement and Risk Assessment.
- Approved Fatigue management plan.
- Sufficient supervisory staff from CWDM and contractor.
- Sufficient portable lights.
- Sufficient Welfare facilities.
- Sufficient transport for the staff
- Notification to DOL

HIRED PLANT AND MACHINERY

The Principal Contractor must ensure that any hired plant and/or machinery brought to site is inspected by a competent person before use and records confirming that it is safe for use are provided prior usage of such equipment. Such plant or machinery complies at all times with the requirements of the Occupational Health & Safety Act.

The Principal Contractor must ensure that hired operators receive induction prior commencement of work and that said hired operators have proof of competency.

The Principal Contractor must provide information on procedures to be followed in the case of:

- (a) Malfunctioning of equipment; and
- (b) Discovery of a suspected defect in the equipment

ROAD CONSTRUCTION WORK

The Principal Contractor must ensure that construction work conducted on the public road all necessary caution signage, cones, flag man etc. are provided

The caution signage to be conspicuously displayed to warn the drivers of any construction work ahead must be provided at least at 75 m away from the cones; flag man; actual construction works etc.

TRAFFIC MANAGEMENT PLAN

Contractors to develop and implement Traffic Management Plan to reduce traffic congestion and motor vehicle accidents.

Vehicle safety extends to traveling to and from site. Contractors must:

- All drivers will be in a possession of a valid PDP for transportation of passengers and goods.
- Employees shall not be transported to and onto site in the back of LDV's or on trucks, only in approved construction vehicles, taxis or busses.
- Be vigilant for wildlife at dawn, dusk, after a dry spell, during fog (refer to safety alerts)
- Respect other road users. Reduce speed when faced with oncoming traffic, especially on narrow roads, without line delineation or when approaching heavy vehicles.
- Reduce speed when faced with wet conditions, poor road surface conditions such as loose surface material or where potholes are apparent (report poor road surface to the Principal Contractor)
- No employees will be allowed to be transported on the back of any vehicles that is not designed by the vehicle manufacturer for that intended purpose.
- Passengers, goods, tools and equipment shall not be transported together in the back of vehicles.
- Drivers and operators will be appropriately licensed or have proof of competency.
- Always follow instructions by flagman controlling traffic

LIQUOR, DRUGS, DANGEROUS WEAPONS, FIREARMS

The Principal Contractor must ensure that no person is allowed on site that appears to be under the influence of intoxicating liquor or drugs.

The Principal Contractor must encourage his/her workforce to disclose the medication that poses a health and safety threat towards his/her fellow employees. No person must be allowed to enter the site and work if the side effects of such medication do constitute a threat to the health or safety of the person concerned or others at such workplace.

No dangerous weapons or firearms allowed on the construction site.

INTERNAL/EXTERNAL AUDITS

The Principal Contractor must conduct monthly safety, health and environment audits and such records must be kept on site. The Principal Contractor must ensure that corrective measures are taken to ensure compliance.

CWDM must conduct monthly audits and defects noted must be reported to the relevant Principal Contractor for remedial action. Inspections must be conducted by CWDM and non-conformances noted must be recorded and provided to the relevant Principal Contractor for remedial action.

The Principal Contractor must ensure that all necessary documents stipulated in this document are kept on the health and safety file and made available when requested.

WORK STOPPAGE

In the event of a work stoppage, based on HSE deficiencies, CWDM Representative will instruct the Principal Contractor to immediately remove the workforce from the work area and correct the HSE deficiencies by allowing only the people in the area that are competent to make the area safe.

The Principal Contractor shall ensure no other work is being performed during this time. Should the estimated time from the outset to make the area safe be longer than four hours or where life threatening/imminent danger situations exist, then the area will be barricaded off and a sign placed with the wording "**Unsafe Area — Authorized Access Only**".

Before the workforce is allowed back in the area, the Principal Contractor shall ensure the area is inspected by CWDM HSE officer, and / or CWDM representative. The corrective actions taken shall be evaluated. The Principal Contractor shall wait until CWDM HSE officer, and / or CWDM Representative declares the area safe for work.

ANNEX 1

CAPE WINELANDS DISTRICT MUNICIPALITY Project Labour Report

Project/Contract Name:				Budget: (tick one) Capital		<input checked="" type="checkbox"/>	Operating				
Project/Contract Number:				WBS No./Cost Centre No							
Contractor:				Project/Contract Start Date:							
Consultant:				Project/Contract End Date:							
CLO Name:		CLO ID Number:		Project/Contract Value (incl. allowance for escalation/excl. VAT):							
Month:				Project Labour Intensity Target/ Specified Minimum Targeted Labour Contract Participation Goal:							
Total value of work done to date (incl. escalation/excl. VAT):											
Number of workers	Name	Surname	ID Number/DOB	Targeted Labour (Y/N)	Daily Rate	Number of days worked this month (incl. training)	Disabled (Y/N)	Number of training days this month	Course Name	Training Service Provider	
1											
2											
3											
4											
5											
6											
7											
8											
9											
10											
11											
12											
13											
Totals for sheet											
Sheet											of

Signatures

Contractor: _____ Date: _____

Consultant/Project Manager: _____ Date: _____

C3.5 Management

C3.5.1 FORMS FOR CONTRACT ADMINISTRATION

The Contractor shall prepare, and submit with each monthly statement for payment, the following updated returns (the format of which are attached in C3.6 Annexes):

- Project Labour Report (Annex 1)

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

C3.5.2 PARTICIPATION OF TARGETED LABOUR

C3.5.2.1 Minimum targeted labour contract participation goal

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

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

To this end, a minimum targeted labour contract participation goal is specified below, which shall be achieved by the Contractor in the performance of the contract, failing which, penalties as described will be applied.

The specified minimum targeted labour contract participation goal (CPG_L) is 5%

The minimum CPG_L is such that the Contractor will have to carry out some of the work that would normally have been undertaken using mechanised construction methods, by using labour intensive construction methods instead. It is left to the discretion of the Contractor to identify suitable work activities for the intensification of labour. The Contractor shall, within 5 working days of being requested in writing by the Engineer to do so, submit details of his/her plan to achieve the minimum CPG_L.

C3.5.2.2 Definitions

For the purposes of the requirements in respect of the participation of targeted labour, the following definitions shall apply:

“Target area” means the geographical area shown on plan in Part C5: Site Information

“Targeted labour contract participation goal (CPG_L)” means the sum of the wages (excluding any benefits), for which the Contractor, or any of his/her sub-contractors

contracts targeted labour in the performance of the contract, expressed as a percentage of the value of the contract.

“Targeted labour” means low and semi-skilled individuals, whose wages (excluding any benefits) do not exceed the threshold value, who reside in the target area, that are employed by the Contractor, or any of his/her sub-contractors, in the performance of the contract.

“Threshold value” is R200.00 per day. The threshold value is not to be confused with any industry sector minimum wage determined in accordance with the Basic Conditions of Employment Act, No. 75 of 1977.

“Value of the contract” means the contract sum (accepted contract amount) less provisional sums, contingencies and VAT.

C3.5.2.3 The selection and recruitment of targeted labour

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

Any difficulty experienced by the Contractor in identifying candidates through the Job-Seekers Database, or as regards any matter relating to the employment of targeted labour, shall be immediately referred to the Engineer.

C3.5.2.4 Contract participation goal credits

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

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

C3.5.2.5 Training of targeted labour

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

C3.5.2.6 Penalties

The financial penalty to be applied for failing to meet the specified minimum targeted labour contract participation goal in the performance of the contract (unless proven to be beyond the control of the Contractor), is as follows:

$$\text{Penalty} = (\text{CPG}_L^S - \text{CPG}_L^A) \times P^*$$

Where: CPG_L^S = the specified minimum targeted labour contract participation goal (expressed as a percentage).

CPG_L^A = the targeted labour contract participation goal achieved (expressed as a percentage).

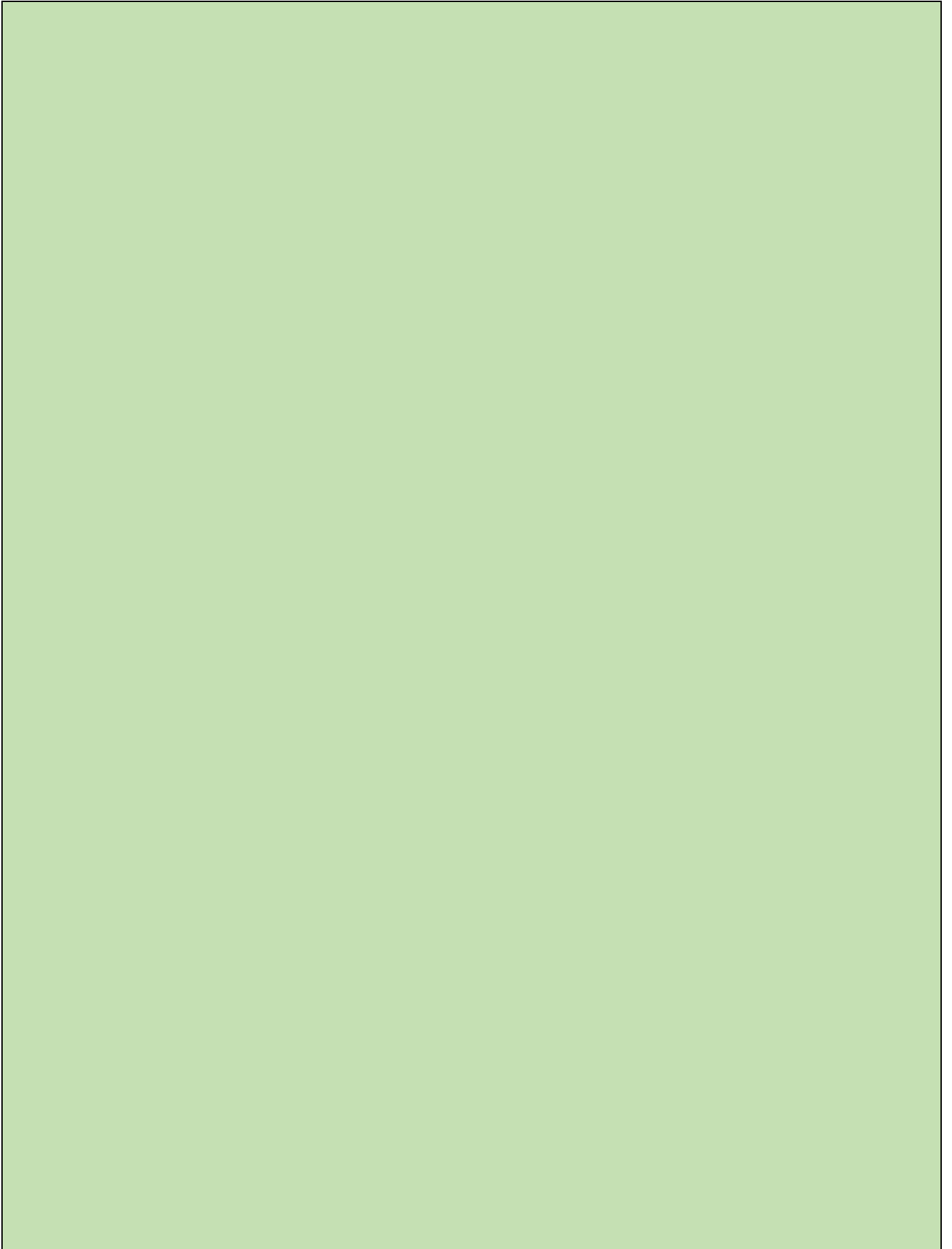
P^* = the value of the contract.

C3.5.2.6 Supporting Documentation

As local labourers need to be employed, EPWP principles will be applicable on this project with respect to EPWP compliance; the contractor needs to adhere to the following points:

- Please adhere to PPE as per safety plan, make provision for the expense on PPE
- COIDA and UIF registering of labourers
- Contractor should have contracts with workers. (Concept will be provided)
- Attendance registers to be signed by each labourer. (Concept register will be provided)
- Certified Copy of ID's as well as household information needed.
- Type of payslip for payments made to labourers and signed by them.

The above evidence for each labourer needs to be submitted at the end of the contract in a file to Cape Winelands District Municipality's representative. The above points need to be taken seriously as it will be audited by National Department of Public Works for compliance.



Part C4: Site information

C4 Site information

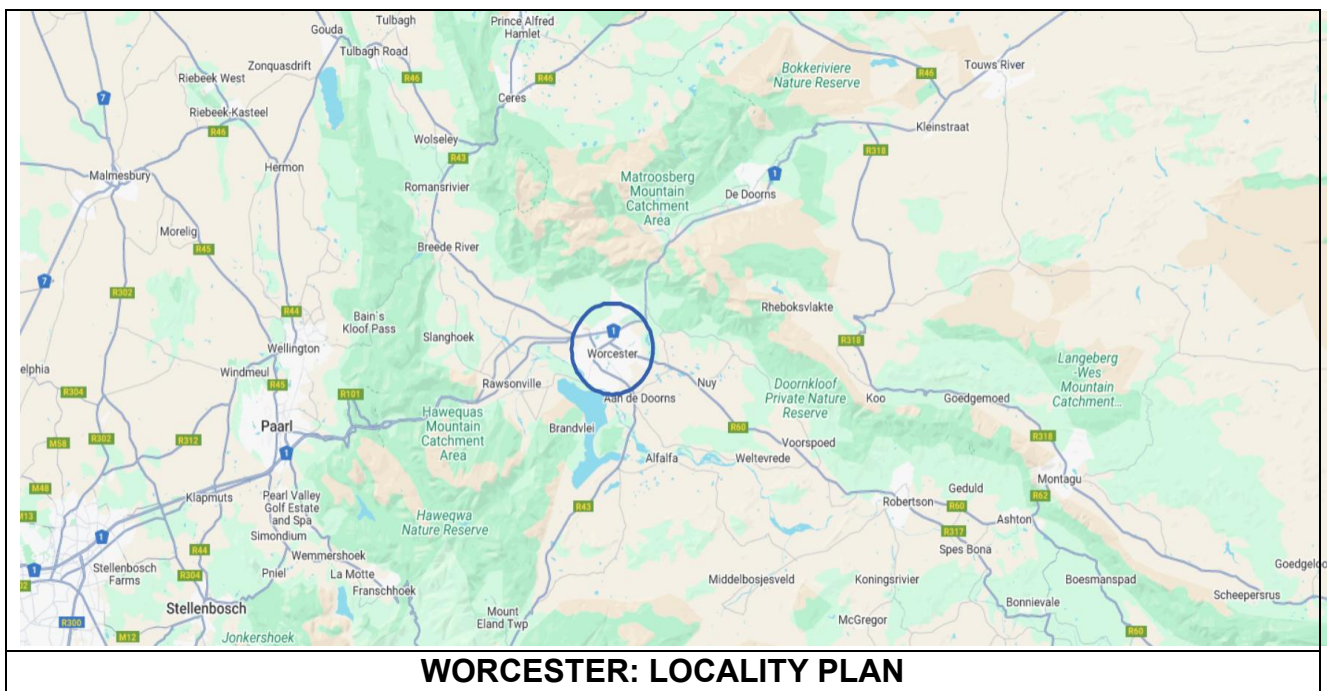
C.4.1: Description of the Site and Access

C4.1.1: Location

The Cape Winelands District Municipality (CWDM) is one of five district municipalities in the Western Cape and is bordered by all the other Districts and the City of Cape Town. The Cape Winelands stretches across an area of more 22 000 square kilometres of fertile valleys, majestic mountains and unique fauna and flora. The district is served by five local municipalities namely, Stellenbosch, Drakenstein, Witzenberg, Breede Valley and Langeberg. CWDM has its own road maintenance teams situated in Stellenbosch, Paarl, Worcester, Robertson and Ceres performing a road maintenance function on the provincial road reserves.

Touws River, Worcester, De Doorns, Rawsonville, and other municipalities are part of the Breede Valley Municipal Area, where the project is situated. Approximately 100 kilometres from Cape Town is the town of Worcester, where the project is located. The N1 and the train network provide good access to it, enabling it to be the main economic centre of the Breede Valley municipal area. The geographical co-ordinates for Worcester are **33° 38' 40.03"S, 19° 26' 42.98"E**.

See locality plan below,



C4.2 Project Area

Street Names	Start Coordinates	End Coordinates	Total Length (m)
Leipoldt Avenue	33°39'15.37"S, 19°26'43.40"E	33°39'14.05"S, 19°26'42.21"E	55
Albatros Street	33°40'8.54"S, 19°26'6.21"E	33°40'3.07"S, 19°26'2.33"E	210
Solon Street	33°39'22.99"S, 19°26'44.10"E	33°39'21.50"S, 19°26'47.55"E	95
Total			360



Avian Primary School, Worcester



De Tuinen Primary School, Worcester

C4.3 Climatic Conditions

The climate in Worcester is known for significant temperature differences throughout the year, making the weather dynamic. On average, daytime temperatures range from a comfortable 30°C in

January to a moderate 17°C in July. Night-time temperatures can drop, with average lows reaching 5°C in July.

Generally, Worcester receives mid-range precipitation levels, with 537 mm annually. The seasons in Worcester, bring significant changes in precipitation. The wettest month, June, receives moderate rainfall, with an average of 85 mm of precipitation. This rainfall is distributed across 9 rainy days.