



Knysna

Municipality • Munisipaliteit • uMasipala
INCLUSIVE. INNOVATIVE. INSPIRED.

TENDER INVITATIONS

TENDER NUMBER:		D 33 of 2025/26	
TENDER PROJECT DESCRIPTIONS:		SIMOLA HILL CLIMB REMEDIAL WORKS ALONG OLD CAPE ROAD	
CLOSING TIME:	12:00 PM	CLOSING DATE:	30 March 2026
BID BOX LOCATION ADDRESS: SUPPLY CHAIN MANAGEMENT SECTION KNYSNA MUNICIPALITY CLYDE STREET 6570		NB: 1. All bids must be submitted on the official forms – (not to be re-typed) 2. No Tippex is allowed. 3. Bids must be completed in black ink in writing. 4. Scanned document in a USB must be submitted with the tender. 5. No bids will be considered from persons in the service of the state	
NAME OF THE SUPPLIER			
TOTAL TENDER PRICE:			
B-BBBE LEVEL STATUS:			
PREFERENCE POINT CLAIMED			
CSD SUPPLIER NUMBER			
CSD UNIQUE REFERENCE NUMBER			
FOR OFFICE USE ONLY		CHECKED BY: SIGNATURE:.....	

SUPPLY CHAIN MANAGEMENT

VERIFIED BY:

SIGNATURE:

KNYSNA MUNICIPALITY									
TENDER NOTICE AND INVITATION TO SUBMIT									
DETAILS OF THE SUPPLIER									
NAME OF THE SUPPLIER									
TRADING AS (if different from above):									
TYPE OF THE COMPANY									
STREET ADDRESS:									
		City/Town		Code					
POSTAL ADDRESS:									
		City/Town		Code					
CONTACT PERSON:									
COMPANY REGISTRATION NUMBER:			CIDB CRS NUMBER:						
TCS PIN			FACSIMILE NUMBER:						
E-MAIL ADDRESS:									
TELEPHONE NUMBER:			CELLPHONE NUMBER:						
HAS TAX COMPLIANCE STATUS PIN BEEN ATTACHED?					YES	NO			
HAS AN ORIGINAL OR CERTIFIED COPY OF A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED? (MBD 6.1)					YES	NO			
HAS THE DECLARATION BEEN COMPLETED AND CURRENT, ORIGINAL OR CERTIFIED MUNICIPAL ACCOUNTS BEEN ATTACHED? (MBD 15)					YES	NO			
DECLARATION									
I am duly authorised individual to represent the company for the purpose of this TENDER and hereby submit the TENDER to supply service or goods and in accordance with specifications clearly defined in the attached document, and on terms and conditions of the Knysna Municipality.									
FULL NAME AND SURNAME					SIGNATURE				
CAPACITY					DATE				

 Knysna Municipality • Munisipaliteit • uMasipala INCLUSIVE. INNOVATIVE. INSPIRED.	KNYSNA MUNICIPALITY			
	TENDER NOTICE AND INVITATION TO SUBMIT			
	NOTICE NO	TENDER	DEPARTMENT	Infrastructure Services
ADVERTISED OR PUBLISHED	Published			
TENDER NO:	TENDER	PUBLISHED DATE:	25 March 2026	
TENDER DESCRIPTION	SIMOLA HILL CLIMB REMEDIAL WORKS ALONG OLD CAPE ROAD – MILLING AND ASPHALT OVERLAY WORKS & OTHER MINOR ANCILLARY REMEDIAL WORKS			
AVAILABILITY OF BID DOCUMENTS:				
TENDER documents can be downloaded from the Knysna Municipality website: www.knysna.gov.za . (Information Centre>SCM>TENDER)		Obtainable from the Municipal Supply Chain Management Office, TENDER's Notice Board located at Clyde Street, Knysna		
OBTAINABLE DATE	25 March 2026	Compulsory requirements	1. CIDB 3 SB 2. See below technical and OHS eligibility criteria under Tenderer's General Terms and Conditions	
TENDER'S GENERAL TERMS AND CONDITIONS				
- Prices quoted must be firm, inclusive of VAT where applicable be on the company letter Head with company address, registration number and contact details, signed and shall remain valid for 90 days. - All Municipal Bidding Document must be completed and duly authorized by the designated Individuals (MBD1, MBD4, MBD 6.1, MBD8, MBD9). - In cases where companies don't have letter heads, their quotations must be stamp with company stamp containing the company details. 30 days payments terms and conditions of the invoices will be applicable and after the delivery of goods and services in the Municipality. - The status of the suppliers Municipal account must be submitted. All prices quoted must be itemized in accordance with expected deliverables or detailed price/ cost breakdown. - TENDERS will be evaluated according to the 80/20 preference points system. The TENDER's are subject to the Preferential Procurement Policy Framework Act 2000 and the Preferential Procurement Regulations 2022 - The Municipality reserves the right to withdraw any invitation to TENDER and/or re-advertise or to reject any TENDER's or to accept a party. The Municipality reserve the right not to accept the lowest TENDER or to award TENDER to the supplier scoring the highest number of points. - Tenders are to submit a digital scanned copy of their submission				
Due to the urgency and nature of the works, the following <u>eligibility criteria will be applicable:</u> Technical CIDB Grading: 3SB - Completion of a minimum of 3 similar asphalt projects, minimum value of R 2 million. (Completion Certificates to be provided) - Tenderers must own the following Plant (Proof of ownership to be provided): - Milling Machine - Asphalt Paver - Steel drum roller (Preferably 9Ton) - Pneumatic Roller (Preferably 17Ton) The above plant must be available to establish on site the week of the 7th of April and complete the works by the 17th of April 2026. - Tenderers to provide an approved asphalt mix design for: - COLTO Medium Continuously Graded (50/70). 7.1mm NMPS - Key personnel: Contracts Manager				

Civil Engineering Qualification:
Minimum requirement Pr Eng / Pr Tech
Relevant Experience: 6 – 10 years

Construction Manager (Site Agent)

Civil Engineering Qualification:
Minimum requirement B Eng / BSc / B Tech
Relevant Experience: 6 – 10 years

General Foreman

Relevant Experience: 6 – 10 years

OH&S Officer (SACPCMP Registered – Proof required)

Relevant Experience: 6 – 10 years

OHS Requirements:

1. Current letter of good standing with Workman's compensation.
2. Organogram matching the proposed employees in the tender document.
3. Method Statements for: Base and surface repair, and edge breaks
4. HIRA for: Base and surface repair, and edge breaks
5. A traffic management plan used on a previous contract.

The above, particularly the OHS, is aimed at mitigating any delays during the mobilisation period.

NO TENDER WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE AS DEFINED IN THE MUNICIPAL SUPPLY CHAIN MANAGEMENT REGULATIONS (GOVERNMENT GAZETTE NO 40553 DATED 20 JANUARY 2017)..

Suppliers who are not yet registered are required to register on the Municipality's Accredited Supplier Database as well as the CSD. Application forms are obtainable from the official website – www.Knysna.gov.za.

Preferential Procurement Point System Applicable		80/20	Local Content Requirement	N/A
CIDB REGISTRATION	Minimum CIDB Designation of 3 SB		Validity Period	180 Days
VALIDITY PERIOD	Notwithstanding the period of validity of bids as set out in the bid documents, Knysna Municipality reserves its right to extend the validity period, should you not be willing to hold your bid valid in all respects for further period as requested, it will lapse on expiry of the current validity period.			
INFORMATION SESSION				
ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:		ANY ENQUIRIES REGARDING THE TENDER PROCEDURE MAY BE DIRECTED TO:		
SECTION	Clients Agent	SECTION	Supply Chain Management	

CONTACT PERSON	Mr Stevon Hobson	CONTACT PERSON	Phindiswa Mseleni
Tel:	Written Enquiries Only	Tel:	Written Enquiries Only
Email:	stevonh@easpe.co.za	Email:	vnoabtana@knysna.gov.za
RECOMMENDED BY: CHIEF FINANCIAL OFFICER			
SIGNATURE:	APPROVED BY ACTING MUNICIPAL MANAGER	DR. RICHARD MARTIN	

Scope of Works

The applicable Technical Specification for the works is the Committee of Transport Officials (COTO) 2020 Standard Specifications for Road and Bridge Works for South African Road Authorities. Any project specific amendments may be found under MBD 16.

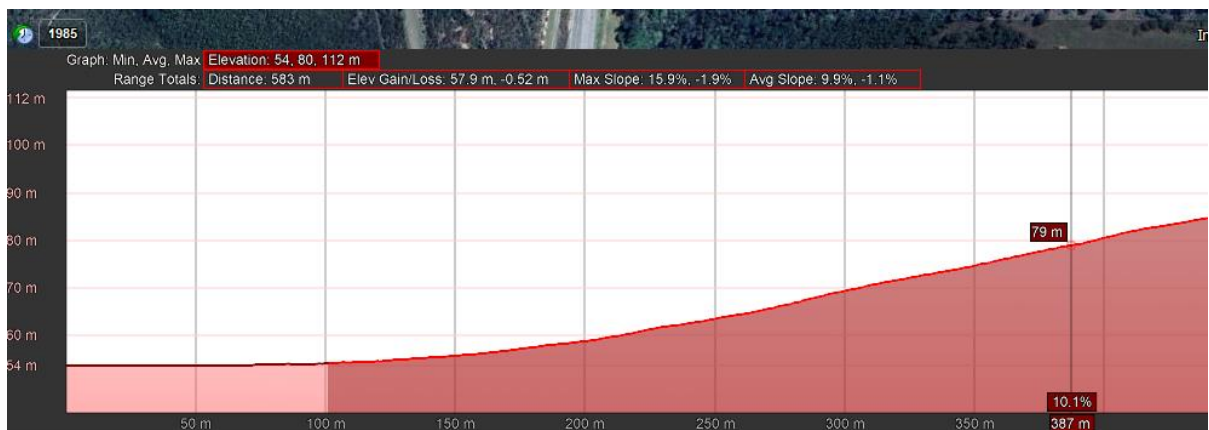
Due to the time constraints associated with the project, the proposed scope of works will broadly consist of the following:

- Milling and removal of existing surface for approximately 650m (7m wide).
- Application of new 30mm thick asphalt surface: COLTO Medium Continuously Graded (50/70). 7.1mm NMPS for approximately 650m (7m wide).
- Repair of road edge breaks, approximately 200m and where identified within the 650m site area.
- Repair of existing concrete patches: remove concrete and replace with BTB.
- Repair of edge restraint at Simola Valley Entrance, by means of constructing 30m x 500mm wide x 300mm deep BTB edge beam.

The approximate extent of the proposed overlay works is depicted in the Figure below by the blue line.



Based on Google Earth elevation data, the road has an approximate average longitudinal grade of 9.9%.



The above extent is also indicated on the Tender Drawings, under Annexure A.

Pricing Schedule

KNYSNA MUNICIPALITY

TAX CLEARANCE CERTIFICATE REQUIREMENTS

It is a condition of tender that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations, before an award may be considered.

1.	In order to meet this requirement bidders are required to complete in full the form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
2.	Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za .
3.	SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
4.	The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
5.	In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
6.	Applications for Tax Clearance Certificates 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 .

KNYSNA MUNICIPALITY DECLARATION OF INTEREST

1.	No bid will be accepted from persons in the service of the state*.										
2.	Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in 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.										
3.1.	Full Name of bidder or his / her representative:										
3.2.	Identity number:										
3.3.	Position occupied in the Company (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 / trustees / shareholders / members, their individual identity numbers and state employee numbers (where applicable) must be indicated in paragraph 4 below.										
3.8.	Are you presently in the service of the state*								YES / NO		
3.8.1.	If yes, furnish particulars.										
3.9.	Have you been in the service of the state for the past twelve months?								YES / NO		
3.9.1.	If so, furnish particulars.										
3.10.	Do you, have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?								YES / NO		
3.10.1.	If so, state particulars.										
3.11.	Are you aware of any relationship (family, friend, other) between the								YES / NO		

	bidder and any person in the service of the state who may be involved with the evaluation and or adjudication of this bid?			
3.11.1.	If so, state particulars.			
3.12.	Are any of the company's directors, managers, principal shareholders or stakeholders in service of the state?		YES / NO	
3.12.1.	If so, state particulars.			
3.13.	Is any spouse, child or parent of the company's directors, trustees, managers, principal shareholders or stakeholders in service of the state?		YES / NO	
3.13.1.	If so, furnish particulars.			
3.14.	Do you or any of the directors, trustees, managers, principal shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract?		YES / NO	
3.14.1.	If so, furnish particulars.			
4.	Full details of directors / trustees / members / shareholders:			
COMPLETION OF THE FOLLOWING INFORMATION IS <u>COMPULSORY</u>:				
Full Name		Identity Number	Individual Tax Number for each Director	State Employee Number
CERTIFICATION				
I CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT. I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.				
NAME OF ENTERPRISE				
CAPACITY			DATE	
NAME (PRINT)			SIGNATURE	

¹ MSCM Regulations: "in the service of the state" means to be -	
a)	a member of – (i) any municipal council; (ii) any provincial legislature; or (iii) the National Assembly or the National Council of Provinces; (iv)
b)	a member of the board of directors of any municipal entity;
c)	an official or 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 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 exercise control over the company.	

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL
PROCUREMENT REGULATIONS 2022**

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**

(delete whichever is not applicable for this tender).

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) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“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
- (e) **“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:

80/20

or

90/10

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

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:

80/20

or

90/10

$$Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right) \text{ or } Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

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.) NB: BBBEE Certificate will be applied in order to allocate points for

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
B-BBEE Level 1-8	Level 1=20	
	Level 2=18	
	Level 3=14	
	Level 4=12	
	Level 5=8	
	Level 6=6	
	Level 7=4	
	Level 8=2	
Non-Compliant Contributor	0	

preference.

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.

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....

KNYSNA MUNICIPALITY			
DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES			
1.	This Municipal Bidding Document 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.		
2.	The bid of any bidder may be rejected if that bidder, or any of its directors have:		
2.1.	abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;		
2.2.	been convicted for fraud or corruption during the past five years;		
2.3.	wilfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or		
2.4.	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).		
3.	In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.		
3.1.	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).	Yes / No	
3.2.	If so, furnish particulars:		
3.3.	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes / No	
3.4.	If so, furnish particulars:		
3.5.	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes / No	
3.6.	If so, furnish particulars:		
3.7.	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes / No	
3.8.	If so, furnish particulars:		
3.9.	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 / No	
3.10.	If so, furnish particulars:		

4.	CERTIFICATION		
I, 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.			
NAME OF ENTERPRISE			
CAPACITY		DATE	
NAME (PRINT)		SIGNATURE	
WITNESS 1		WITNESS 2	

KNYSNA MUNICIPALITY

CERTIFICATE OF INDEPENDENT BID DETERMINATION

1.	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 <i>per se</i> prohibition meaning that it cannot be justified under any grounds.
2.	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.
3.	This Municipal Bidding Document 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.
4.	In order to give effect to the above, the following Certificate of Bid Determination must be completed and submitted with the bid:

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

TENDER Number:

Description:

in response to the invitation for the TENDER issued by the **Knysna Municipality**, do hereby make the following statements that I certify to be true and complete in every respect:

certify, on behalf of (Name of Supplier):

That:

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.

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.

NAME (PRINT)		SIGNATURE	
CAPACITY		DATE	

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.

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.

KNYSNA MUNICIPALITY CERTIFICATE FOR PAYMENT OF MUNICIPAL SERVICES

(To be signed in the presence of a Commissioner of Oaths)

I, the undersigned, in submitting the accompanying bid, declare that I am duly authorised to act on behalf of:

(name of the enterprise)

I hereby acknowledges that according to SCM Regulation 38(1)(d)(i), the Municipality may reject the tender of the tenderer if any municipal rates and taxes or municipal service charges owed by the Tenderer or any of its directors/members/partners to the Knysna Municipality, or to any other municipality or municipal entity, are in arrears for more than 3 (three) months.

To the best of my personal knowledge, neither the firm nor any director/member/partner of said firm is in arrears on any of its municipal accounts with any municipality in the Republic of South Africa, for a period longer than 3 (three) months.

If the value of the transaction is expected to exceed R10 million (VAT included) I certify that the bidder has no undisputed commitments for municipal services towards any **Municipality** in respect of which payment is overdue for more than 30 days;

PHYSICAL BUSINESS ADDRESS(ES) OF THE TENDERER

MUNICIPAL ACCOUNT NUMBER

FURTHER DETAILS OF THE BIDDER'S Director / Shareholder / Partners, etc.:

Director / Shareholder / partner	Physical address of the Business	Municipal Account number(s)	Physical residential address of the Director / shareholder / partner	Municipal Account number(s)

NB: Please attach certified copy(ies) of ID document(s)

NB: Please attach copy(ies) of Municipal Accounts

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

Therefore, hereby agrees and authorises the Knysna Municipality to deduct the full amount outstanding by the Tenderer or any of its directors/members/partners from any payment due to the tenderer; and

I further hereby certify that the information set out in this schedule and/or attachment(s) hereto is true and correct. The Tenderer acknowledges that failure to properly and truthfully complete this schedule may result in the tender being disqualified, and/or in the event that the tenderer is successful, the cancellation of the contract.

NAME OF ENTERPRISE			
NAME (PRINT)			
CAPACITY			
SIGNATURE		DATE:	

COMMISSIONER OF OATHS Signed and sworn to before me at _____, on this _____ 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:
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KNYSNA MUNICIPALITY

CONTRACT DATA

The General Conditions of Contract for Construction Works, Third Edition, (2015) published by the South African Institution of Civil Engineering (SAICE), Private Bag X200, Halfway House, 1685, are applicable to this Contract and are obtainable from www.saice.org.za. Copies of these Conditions of Contract may be obtained at the Tenderer's own cost from the SAICE (Tel: 011-805 5947).

1. DEFINITIONS

The following terms shall be interpreted as indicated:

"Closing time"	means the date and hour specified in the bidding documents for the receipt of bids.
"Contract"	means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
"Contract price"	means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
"Corrupt practice"	means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
"Countervailing duties"	are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally
"Country of origin"	means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
"Day"	means calendar day.
"Delivery"	means delivery in compliance of the conditions of the contract or order.
"Delivery ex stock"	means immediate delivery directly from stock actually on hand
"Delivery into consignees store or to his site"	means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
"Dumping"	occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
"Force majeure"	means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
"Fraudulent practice"	means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
"GCC"	means the General Conditions of Contract.
"Goods"	means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
"Imported content"	means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
"Local content"	means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
"Manufacture"	means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
"Order"	means an official written order issued for the supply of goods or works or the rendering of a service.
"Project site"	where applicable, means the place indicated in bidding documents.

"Purchaser"	means the organization purchasing the goods.
"Republic"	means the Republic of South Africa.
"SCC"	means the Special Conditions of Contract.
"Services"	means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
"Supplier"	means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
"Tort"	means in breach of contract.
"Turnkey"	means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.
"Written" or "in writing"	means handwritten in ink or any form of electronic or mechanical writing.

CONTRACT-SPECIFIC DATA PROVIDED BY THE EMPLOYER

The following Contract specific data, referring to the General Conditions of Contract for Construction Works, Third Edition, 2015, are applicable to this Contract:

No.	Clause	Description
1	1.1.1.5	The Commencement Date shall be the date on which the Contractor receives a copy of the signed Form of Offer and Acceptance and schedule of deviations if applicable.
2	1.1.1.13	The Defects Liability Period is 12 Months , measured from the date of the Certificate of Completion.
3	1.1.1.14	The time for achieving Practical Completion, calculated from the Commencement Date, is 2 weeks . <u>Asphalt Works – Mill and Fill</u> Where milling off of the existing surface occurs, the extent of road milled on a given day must be replaced with a new asphalt surface on the following day. i.e. what is milled one day one, is replaced on day two.
4	1.1.1.15	The Employer is the Knysna Municipality.
5	1.1.1.16	The Employer's Agent is Engineering Advice & Services (Pty) Ltd represented by an employee duly authorised to do so. <u>Add the following to the clause :</u> Any reference to the term "Engineer" in this Contract shall mean "Employer's Agent" and vice versa.
6	1.1.1.17	Add the following to the clause: Any reference to the term "Engineer's Representative" in this Contract shall mean "Employer's Agent's Representative" and vice versa.
7	1.1.1.26	The pricing strategy is Re-measurement.
8	1.1.1.35	Add clause 1.1.1.35 : "Cost" means all expenditure reasonably incurred (or to be incurred) on the contract by the Contractor related to the delay, whether on or off the Site, including overhead and similar charges, but does not include profit.
9	1.2.1.2	The Employer's address for receipt of communications and notices is:

No.	Clause	Description
		5 Clyde Street Knysna 6570 Contact Person : Mr Raymond Talmaggies: (044) 302 6373
10	1.2.1.2	The Employer's Agent's address for receipt of communications and notices is: Engineering Advice and Services (Pty) Ltd 73 Heugh Road Walmer Port Elizabeth 6070 Contact Person : Mr Stevon Hobson Tel : 072 447 8257 Email : stevonh@easpe.co.za
11	3.2.3	The Employer's Agent shall obtain specific approval from the Employer before executing the following functions or duties according to the following Clauses of the General Condition of Contract: New Clause 3.2.3.1 For expenditure on the Contract that exceeds the Contract Sum. Existing Clauses: 3.3.1 Nomination of person as Employer's Agent's Representative. 5.7.2 Night Work. 5.8 Non-working times. 5.12 Granting of extension of time excluding Clause 5.12.2.2 (Abnormal climatic conditions). 5.13 Reduction of penalty for delay. 5.14.4 The issue of a Certificate of Completion. 5.16.1 The issue of a Final Approval Certificate. 6.3 Variations of a value greater than R 20 000 or when any of the contingencies will be utilised. 6.6 Instruction to expend on Provisional and Prime Cost Sums 6.11 Adjustment of General Items & Approval of Claims.
12	3.2.4	Add the following to the clause : The Employer has appointed an independent Health and Safety Agent (HSA) on this Contract in terms of the Construction Regulations, 2014 as promulgated in terms of section 43 of the Occupational Health and Safety Act, 1993. The Contractor shall prepare a Health and Safety Plan in accordance with the Site Specific Health and Safety Specification and submit such to the appointed HSA for legal compliance assessment and verification / approval prior to any works commencing. The Municipalities Occupational Health, Safety Agent will conduct a review of the approved Health and Safety Plan to verify compliance with the Health and Safety Specifications.
13	3.2.5	Add the following additional sub-clause :

No.	Clause	Description
		The Employer's Agent shall have the authority to suspend, without any additional cost, portions of the Works if there are any acceptance test results outstanding (including level control), as required in terms of the relevant standardised or project specific specifications.
14	4.3.1	Add the following to the clause : The Contractor shall comply with the : • Basic Conditions of Employment Act, Act No 75 of 1997; • National Environmental Management Act, Act 107 of 1998; • The Basic Conditions of Employment Act, Act No 75 of 1997; • Occupational Health and Safety Act, Act No 85 of 1993; • Construction Regulations 2014; • Health and Safety Specification prepared by the Employer in terms of the Construction Regulations 2014; • Environmental Management Specification; and • Any and all other relevant applicable laws, regulations, statutory provisions and agreements.
15	4.12.2	Notwithstanding the requirements of this clause, the Contractor's appointed Construction Manager shall be solely dedicated to this contract and shall be on site at all times when work is being performed.
16	4.12.4	Add the following new sub-clause : The Contractor shall submit a comprehensive progress report at least 24 hours prior to monthly site meetings. The progress report shall consist of at least the following documents on a monthly basis: • Approved programme indicating the base programme, actual and planned percentage complete of each item including the "time now" line; • A summary of the progress to date; • Updated realistic cash flow; • Any delays encountered or anticipated, including rainfall statistics for the month; • An information required schedule indicating any information or drawings required; • Plant and Labour Report; and • EME subcontract progress. Failure to submit the complete progress report will result in a fine of R 10 000 being deducted from the next payment certificate by the Employers Agent.
17	5.3.1	The documentation required before Commencement of the Works are: • Health and Safety Plan (Refer to clause 4.3) • Initial Programme (Refer to clause 5.6) • Security (Refer to clause 6.2) • Insurance (Refer to clause 8.6) • CV of Construction Manager (Refer to clause 4.12) • Letter of Good Standing with the Civil Engineering Bargaining Council
18	5.3.2	The Contractor is required, within 7 days of the Commencement Date, to submit the documents listed in Contract Data clause 5.3.1 to the Employer's Agent for his approval.
19	5.4.2	The access and possession of Site shall not be exclusive to the Contractor but as set out in the Part C4: Site Information. The Contractor shall bear all costs and charges for special and temporary rights of way required by him in connection with access to the Site. The Contractor shall also provide

No.	Clause	Description
		at his own cost any additional facilities outside the Site required by him for the purposes of the Works.
20	5.1.1 5.8.1	Delete the words “between sunset and sunrise” in the first line and replace with “outside normal working hours”. Add the following to the clause : Normal working hours shall be those as stated in the applicable Sectoral Determination applicable to a 5 (five) day week (Monday to Saturday) from 07:00 to 17:00. Non-working days are Sundays. Special non-working days are : • Public holidays; • Election day of the local government elections and national elections (when applicable); and • The official year-end holiday up to a maximum of 25 calendar days (including special non-working days).
21	5.8.1.5	Add the following new sub-clause : The cost of supervision by the Employer’s Agent or his representatives outside of normal working hours (Monday to Friday) in accordance with this Clause shall be to the Contractor’s account.
22	5.12.2.2	Add the following to the clause: The time period specified as the time for completion includes allowances for those days on which it is expected that work, on the critical path items of the works, would be prevented due to weather conditions such as wind, rain falling or the subsequent waterlogged condition. Based on average weather conditions of wind, rain and sunshine the allowances are: • 3 working days per month for the months of May to October • 2 working days per month for the months of November to April If the Contractor has been prevented by these weather conditions from working on the critical path items of the works, then he must notify the Employer’s Agent in writing. The submission shall be made within five calendar days of the resumption of work. The Employer’s Agent shall upon considering all the relevant factors determine the extension of time to be granted on the basis that an extension of time to the Contract will only be granted if the total number of days upon which work on the critical items was prevented, exceeds the total number of days calculated in terms of the above allowance and considering the official Contract period as a whole. The tendered sums of the appropriate time-related items shall be increased to take account of the extensions of time granted.
23	5.12.2.4	Amend the clause to read as follows : Any disruption which is entirely beyond the Contractor’s control except for internal (Contractor’s own or his subcontractors labour) unrest, disruptions, strikes, lock-outs, etc.
24	5.12.3	Delete the contents of clause 5.12.3 and replace with the following : If an extension of time is granted, the Contractor shall be paid such proven additional costs including for special non-working days, if applicable, as are appropriate regarding

No.	Clause	Description
		any other compensation which may have already been granted in respect of the circumstances concerned.
25	5.12.5	Add the following to the clause : Critical Path Provision A delay in so far as extension of time is concerned, will be regarded as a delay only if, on a claim by the Contractor in accordance with the General Conditions of Contract, the Employer's Agent rules that all progress on an item or items of work on the critical path of the approved programme for the execution of the Works by the Contractor, has been brought to a halt. Delays on normal working days only, based on a working week of five normal working days, will be taken into account for the extension of time. The programme must also take into account the following express requirement : <u>Asphalt Works – Mill and Fill</u> Where milling off of the existing surface occurs, the extent of road milled on a given day must be replaced with a new asphalt surface on the following day. i.e. what is milled one day one, is replaced on day two.
26	5.13.1	The penalty applicable to and be applied against each phased or proportional completion of the Permanent Works as may be specified in terms of the requirements of the Contract Data and Scope of Work." • R 10 000 per calendar day Add the following at the end of Clause 5.13.1: <u>"For non-compliance with submitting EPWP Reports And Labour sheets and ID's, the penalty will be as follows :</u> If the Contractor shall, in terms of Clause 4.10.2, fail to deliver the information (monthly EPWP Report and Labour sheets and ID's) timeously and adequately, the Contractor shall be liable to the Employer for the sum calculated by the Engineer as a penalty for every calendar day which shall lapse between the monthly due date and the actual date of receiving such information. The penalty shall be R 500 per calendar day. <u>For non-compliance with OHS requirements, the penalty will be as follows :</u> Per occurrence – R 5000-00 Per day after the occurrence until satisfactory remedied in order to meet compliance - R 1000-00 per day <u>For non-compliance with Micro Enterprises (SMME) targets, the penalty will be as follows :</u> Should the contractor fail to meet the minimum requirement of subletting at least 25% of the Contract value to Micro Enterprises (SMME's emerging sub - contractors), a penalty of 1.2 * the value of the amount to be sublet, minus the actual value sublet, will be implemented. This amount will be deducted from the Contractor's payment certificate. <u>For non-compliance with Local Labour targets, the penalty will be as follows :</u> Should the contractor fail to meet the minimum requirement of creating 10 employment opportunities on site for the duration of the contact, a penalty of 1,5 * the value of the amount of employment that was not created, calculated at R200-00 per day per person, will be calculated and imposed. This amount will be deducted from the Contractor's payment certificate. "

No.	Clause	Description
27	5.14.1	The requirements for Practical Completion are that the Works reach a state of readiness, fit for the intended purpose and occupation without danger or undue inconvenience to the Employer for the following as set out in the Scope of Work: • Installation, and completion of the asphalt overlay works.
28	5.16.3	The latent defect period is 10 years for civil works, The latent defects period shall commence on the date of the Final Approval Certificate.
29	6.2.1	Replace the wording “as selected” in Clause 6.2.1 with “as stated”. The security to be provided by the Contractor shall be: • Performance Guarantee of ten per cent (10%) of the Contract Sum, plus Retention monies due shall be subjected to Clauses 6.10.1.3 and 6.10.3. The Performance Guarantee shall be from an approved Insurance Company or Bank to be jointly and severally bound with the Contractor, in accordance with the provisions of the Performance Guarantee. A Retention Money Guarantee is not permitted. The wording of the Performance Guarantee shall be identical to the pro-forma provided under Clause C1.3: Performance Guarantee of the Contract Data The time to deliver the Performance Guarantee is within fourteen (14) days after the Commencement Date.
	6.2.2	Replace the entire contents of Clause 6.2.2 with the following: “If the Contractor fails in his obligations to provide the stated security within the period stated in Clause 5.3.2, or if the Performance Guarantee shall differ from the pro-forma provided under Clause C1.3: Performance Guarantee of the Contract Data, the Employer may terminate the Contract in terms of Clause 9.2.”
30	6.2.3	Replace the entire contents of clause 6.2.3 with the following: The Contractor shall ensure that the fixed performance guarantee remains valid and enforceable until the issue of the Certificate of Completion.
31	6.8.2	Contract Price Adjustment <u>will not be applicable to this contract</u>
32	6.8.3	Price adjustments for variations in the costs of special materials are not allowed.
	6.10.1	In subclause 6.10.1 delete "monthly".
33	6.10.1.5	The percentage advance on materials on site not yet built into the Permanent Works is 80%.
34	6.10.1.7	Add the following to sub-clause 6.10.1.7: ... or any other fines that become due under the Contract.
35	6.10.3	Replace the entire contents of Clause 6.10.3 with the following: Payment of the amounts referred to in Clauses 6.10.1.1, 6.10.1.2, 6.10.1.3 and 6.10.1.4 shall be subject to a retention by the Employer of an amount (called the “retention money”), being the percentage retention stated in the Contract Data, of the said amounts due to the Contractor, until the retention money reaches the “Limit of retention money” stated in the Contract Data.

No.	Clause	Description
		The percentage retention shall be 10% of payments due up to the "Limit of retention money" which shall be 5% of the Contract Sum.
36	6.10.4	Replace the wording "within 28 days" in Clause 6.10.4 with the wording "within 45 days", but will endeavour to pay within 30 days".
37	6.10.4.1	Add the following new sub-clause: The Contractor is required to submit the complete, correct and signed monthly Expanded Public Works Programme (EPWP) reports, together with the monthly statement. Payment to the Contractor will not be certified by the Employer's Agent until the complete EPWP reporting for the specific month is provided. In addition, a fine for late submission of R10 000 per occurrence will be applicable if submitted after the 5th of the month.
38	6.10.6.2	Replace clause 6.10.6.2 with the following new clause: No interest shall be payable to the Contractor upon any moneys retained or overdue in terms of the Contract.
39	8.6.2	The Contractor will pay all premiums in connection with the insurance.
	8.6.6	The Contractor and/or Sub-Contractor shall provide, as a minimum, the following: (a) Proof of registration with the Department of Labour as an Employer, in terms of the Compensation for Occupational Injuries and Diseases Act 1993, as amended. (b) Common Law Liability Insurance for the duration of the Contract Period and with a minimum Limit of Indemnity of not less than R20 000 000 for any one accident. (c) Insurance on an All Risks basis for construction plant, equipment and other things (except those intended to incorporation into the works) brought onto the site to the full value of such construction plant, equipment and other things. (d) Motor Vehicle Liability Insurance, comprising a minimum of Balance of Third Party motor risks, including Passenger Liability, subject to a minimum limit of R2,5 million. (e) Where the Contract involves manufacturing and/or fabrication of the works or part thereof at premises other than the site, the Contractor shall satisfy the Employer that all materials and equipment for incorporation in the works are adequately insured during manufacture and/or fabrication. In the event of the Employer having an insurable interest in such works during manufacture or fabrication, then such interest shall be noted by endorsement to the Contractor's Policies of Insurance Imported equipment or component parts or materials to be supplied in terms of this Contract which require any process of assembly or finishing in South Africa prior to delivery to the site are to be insured by the Contractor up to the commencement of transit to site of the assembled or finished equipment, component parts or materials, unless special arrangements are made with the Employer.
	8.6.7	These insurances shall be maintained in force for the duration of the Contract, including any Defects Liability Period and in respect of Sub-Contractors, the Contractor shall be deemed to have complied with the provisions of the requirements relating to insurance by ensuring that the Sub-Contractors have effected such insurance.

No.	Clause	Description
	8.6.8	The Employer reserves the right to call for full information regarding such insurances.
	8.6.9	The insurances to be provided by the Contractor and Sub-Contractor shall be effected with Insurers on terms approved by the Employer (which approval shall not be unreasonably withheld) and the Contractor shall, if required by the Employer, produce to the Employer the Policy or Policies of insurance and the receipts for payment of the current premiums.
	8.6.10	If the Contractor fails to effect and keep in force the insurances referred to, then the Employer may affect and keep in force any such insurance and pay such premium or premiums as may be necessary for that purpose and, from time to time, deduct the amount paid by the Employer from any monies due or which may become due to the Contractor or recover same as a debt from the Contractor.
	8.6.11	Where the Contractor is responsible for the appointment of Sub-Contractors, then the Contractor shall (a) ensure that potential and appointed Sub-Contractors are aware of the whole content of this Contract; and (b) ensure the compliance of Sub-Contractors with this Contract clause, where applicable. The Contractor warrants that he shall give all notices and shall observe all the terms and conditions and requirements of all insurances applicable to this Contract.
40	9.1.4	Replace Clause 9.1.4 with the following: Up to the time of termination of the Contract by either party in terms of this Clause, or until the Contractor gives notice in terms of this Clause to terminate the Contract and the Contractor is precluded from exercising his right to terminate the Contract because the Employer agrees to bear any resultant additional costs provided for in Clause 9.1.2.2 hereof, the Contractor: a) will be entitled to an extension of time for working days lost as may be approved by the Employer's Agent, and b) will be reimbursed the cost of delay to be agreed with the Employer's Agent. Where the circumstances described in Clauses 9.1.1 and 9.1.2 are applicable only to a certain portion of the Contract, the Employer's Agent will decide after consulting the Contractor, to what extent the Contract as a whole is affected and whether or not a claim in terms of this Clause can be submitted.
41	9.2.1	Delete "or" at the end of Clause 9.2.1.3.7 and add the following three Clauses after Clause 9.2.1.3.8: 9.2.1.3.9 Has failed to provide the required insurances or fixed performance guarantee within the prescribed time; 9.2.1.3.10 Has committed a corrupt or fraudulent act during the tender process or the execution of the Contract; or 9.2.1.3.11 Has benefitted from an official or other role player committing any corrupt or fraudulent act during the tender process or in the execution of the Contract.
42	10.3.2	(f) Amicable settlement in terms of Clause 10.4 shall be followed for all disputes prior to referring any dispute to adjudication or arbitration. The parties may appoint an

No.	Clause	Description				
		impartial third party to assist with the amicable settlement, but this is optional and is subject to written agreement between the parties.				
43	10.5.1	Dispute resolution shall be by ad-hoc adjudication.				
44	10.5.3	The number of Adjudication Board Members to be appointed is one (1).				
45	10.7.1	The determination of disputes which are unresolved in terms of Clause 10.5.3 shall be by arbitration.				
46		Add the following additional clauses: 1. Details to be confidential The Contractor shall treat the details of the Works in this Contract as private and confidential (save in so far as may be necessary for the purposes hereof) and shall not publish or disclose the same or any particulars thereof in any trade or technical paper elsewhere without the prior written consent of the Employer's Agent. 2. EME Subcontractor(s) Involvement A minimum of 25% of the value of the Contract shall be subcontracted to EMEs as stated in Part C3: Scope of Works, Section C3.3: Procurement. It shall remain the Contractor's responsibility to ensure that this target percentage is attained. No additional mark-up costs will be payable to the Contractor for work described above other than the tendered rates as enter by the Contractor in the bill of quantities. 3. Fine for Health and Safety and / or Environmental non-conformance / non-compliance The Contractor shall be subject to a fine for health and safety and / or environmental non-conformances / non-compliances based on the outcome of the monthly audits as follows: - The first finding of a non-conformance / non-compliance in an audit report is considered as a warning to the Contractor. The Contractor must affect the necessary changes to correct the non-conformance / non-compliance by the date of the following audit. - The second finding of the same non-conformance / non-compliance in any of the succeeding audits are considered as an official non-conformance / non-compliance. - The third finding of the same non-conformance / non-compliance in any of the succeeding audits are considered as a recurring non-conformance / non-compliance and the Contractor may be charged a fine of R 2 000 such non-conformance / non-compliance finding. - Recurring non-conformances / non-compliances do not have to take place consecutively for the fine to be charged. The fine for recurring non-conformance / non-compliance findings will be increased as per the following formula: $f(x) = R\ 2\ 000.00 \times (x - 2)$ where (x) indicates the number of times the same non-conformance / non-compliance has been identified in the audit. The fine will be deducted from the contractors' monthly payment certificates. <u>Example:</u> <table><tr><th>Description</th><th>Amount (per non-conformance finding)</th></tr><tr><td>First finding of non-conformance</td><td>$(R\ 2\ 000.00) \times (1 - 2) = R\ 0.00$</td></tr></table>	Description	Amount (per non-conformance finding)	First finding of non-conformance	$(R\ 2\ 000.00) \times (1 - 2) = R\ 0.00$
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No.	Clause	Description								
		<table><tr><td>Second finding of same non-conformance</td><td>$(R\ 2\ 000.00) \times (2 - 2) = R\ 0.00$</td></tr><tr><td>Third finding of same non-conformance</td><td>$(R\ 2\ 000.00) \times (3 - 2) = R\ 2\ 000.00$</td></tr><tr><td>Fourth finding of same non-conformance</td><td>$(R\ 2\ 000.00) \times (4 - 2) = R\ 4\ 000.00$</td></tr><tr><td>Fifth finding of same non-conformance</td><td>$(R\ 2\ 000.00) \times (5 - 2) = R\ 6\ 000.00$</td></tr></table>	Second finding of same non-conformance	$(R\ 2\ 000.00) \times (2 - 2) = R\ 0.00$	Third finding of same non-conformance	$(R\ 2\ 000.00) \times (3 - 2) = R\ 2\ 000.00$	Fourth finding of same non-conformance	$(R\ 2\ 000.00) \times (4 - 2) = R\ 4\ 000.00$	Fifth finding of same non-conformance	$(R\ 2\ 000.00) \times (5 - 2) = R\ 6\ 000.00$
Second finding of same non-conformance	$(R\ 2\ 000.00) \times (2 - 2) = R\ 0.00$									
Third finding of same non-conformance	$(R\ 2\ 000.00) \times (3 - 2) = R\ 2\ 000.00$									
Fourth finding of same non-conformance	$(R\ 2\ 000.00) \times (4 - 2) = R\ 4\ 000.00$									
Fifth finding of same non-conformance	$(R\ 2\ 000.00) \times (5 - 2) = R\ 6\ 000.00$									
		4. Fine for poaching Poaching of any wildlife and/or livestock by any means within the surrounding area of the Contract will not be tolerated. Furthermore, the Contractor will be fined R20 000.00 per offence. If the guilty individual is caught, he / she shall be permanently removed from the site with immediate effect.								

PROJECT SPECIFICATION AMENDMENTS TO THE COTO STANDARD SPECIFICATIONS

Notes to tenderer:

1. This Section A2 contains amendments to the Standard Specification, including additional clauses, amendment to clauses or deletion of clauses and specifications, required for this particular contract. Where the Standard Specifications allow a choice to be specified in the Contract Documentation or Project Specifications, between alternative materials or methods of construction, and for additional requirements to be specified to suit a particular contract, these selections are not made in this Section A2. Details of such alternatives or additional requirements applicable to this contract are contained in Section B: Specification Data. Section B also contains project specific sections for Sections C, D and E.
2. The number of each clause and each payment item in this part of the project specifications follows the numbering format of the standard specifications.

As September 2025 no amendments have been issued by COTO.

SECTION 1.1: GENERAL PREAMBLE

PART A: SPECIFICATIONS

A1.1.2 DEFINITIONS

Replace the Definition for “Site / Site of the Works” with the following:

“Site / Site of the Works - shall mean the entire road reserve (both new and existing), inclusive of road junctions and property accesses, required for construction of the Works as defined by the limits of construction given in the Contract Documentation. It shall also include areas within statutory building lines where work has to be carried out and any additional lengths of road required for the placement of advanced warning road signs and/or traffic accommodation measures beyond the limits of construction as shown on the drawings. The Site shall also include areas outside of the road reserve required for Construction camps, Engineer’s site facilities, Borrow pit areas or quarry areas, haulage and access roads, temporary deviations, storage areas, spoil areas and stockpile areas. The exact extent of the limits of the construction will be verified once the Site is handed over to the Contractor.”

PART C: MEASUREMENT AND PAYMENT

C1.1.3 PAYMENT

C1.1.3.5 Payment for materials on the Site

In the last sentence of the 1st paragraph, delete the following:

“, or, in the case of crushed stone which has not been purchased but has been produced on the site, at 80% of a fair evaluation of such crushed material”.

Add the following new subclauses:

SECTION 1.2: GENERAL REQUIREMENTS AND PROVISIONS

PART A: SPECIFICATIONS

A1.2.3 GENERAL

A1.2.3.15 Routine maintenance

Add the following new paragraphs:

“The Contractor’s responsibility for routine maintenance on this contract is indicated in the Contract Documentation.”

The backfilling for patching shall be done as indicated in the Contract Documentation.

The riding quality of gravel deviations shall comply with the requirements indicated in the Contract Documentation.”

Add the following new subclause after A1.2.3.23:

"A1.2.3.24 Reference Manuals, other specifications and test methods

In various chapters of this Standard Specification, reference is made to Manuals, other specifications and test methods. If not otherwise indicated in the Contract Documentation, the latest published Manual, other specification and test methods at the time of close of tender will apply. Any changes to be implemented on a project as a result of revisions to manuals, other specifications and test methods, will be handled in terms of the Conditions of Contract.

Certain TRH and TMH documents are published as Sabita Manuals/TRH or Sabita Manuals/TMH publications. Where reference is made to the TRH or TMH document, it shall be read as referring to the latest version of the Sabita Manual/TRH publication or Sabita Manual/TMH publication, respectively.”

A1.2.7 EXECUTION OF THE WORKS

A1.2.7.1 Programme of work

a) General

Add the following new paragraphs:

“The contractor shall note that the examination of a road with a view to rehabilitation is normally undertaken a considerable period of time before the commencement of the contract, and that conditions may subsequently change. The engineer will make further examinations during the period of contract, and, depending on the results of such examinations, the quantities of any items of work may be drastically increased or decreased.

The contractor shall base his initial programme for road rehabilitation on the scope of the work as described in the project specifications on the quantities contained in the Pricing Schedule (Part C2).”

Add the following new sub-clause (e):

“e) Specified programmed activities

Where specific activities are indicated in the Contract Documentation to be completed within a specified duration or by a specified date, the Contractor shall programme and complete the items of Work as specified. Failure to comply will result in intra-programme charges.”

PART C: MEASUREMENT AND PAYMENT

(ii) Items that will not be measured separately

Replace the wording of item 8 with the following:

“8. The design of all temporary work and the construction of all temporary work, unless otherwise indicated in the Contract Documentation.”

Item	Unit
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C1.2.7 Road safety audits

In the wording of item C1.2.7.2, replace “C1.2.6.1” with “C1.2.7.1”.

In the wording of item C1.2.7.4, replace “C1.2.6.3” with “C1.2.7.3”.

In the 4th paragraph of the item description, replace “C1.2.7.2” with “C1.2.7.3”.

SECTION 1.4: FACILITIES FOR THE ENGINEER

PART A: SPECIFICATIONS

A1.4.3 GENERAL

In the 7th paragraph, delete: “All the site accommodation, laboratory and office buildings shall be provided as soon as possible after the Contractor has been given possession of the site of the Works and not later than six weeks after the Contract commencement date.”,

and replace with the following: “All the site accommodation, laboratory and office buildings shall be provided as soon as possible after the Contractor has been given possession of the site of the Works but not later than two weeks after the Letter of Access has been issued.

A1.4.7 EXECUTION OF THE WORKS

A1.4.7.1 Offices and laboratories

b) Offices

Insert the following new sub-clause:

“ Where required by the Engineer, the Contractor shall provide and install a projector and screen in the board room. The projector and screen shall be ceiling mounted.”.

PART C: MEASUREMENT AND PAYMENT

Item	Unit
------	------

C1.4.3 Items measured by numbers

Add the following new subitem C1.4.3.39:

“C1.4.3.39 Projector and screen (size stated) number (No)”

SECTION 1.5: ACCOMMODATION OF TRAFFIC

PART A: SPECIFICATIONS

A1.5.7 EXECUTION OF THE WORKS

A1.5.7.10 Construction of temporary deviations

a) General

Delete the last paragraph and replace with the following:

“The proposed location, layout, temporary drainage, earthworks, pavement layers, surfacing and ancillary works details of all temporary deviations, including the signage and road marking required, shall be agreed with the Engineer before construction of any temporary deviation commences.”.

b) Drainage works for temporary deviations

In the 2nd paragraph in the 1st sentence delete “specified” and replace with: “approved”.

g) Removal of temporary deviations

Add the following to the end of the 1st paragraph:

“After removal of the temporary deviation the final levelling and scarifying of the deviation area shall be carried out as specified in Clause A11.9.7.2.”

PART C: MEASUREMENT AND PAYMENT

(iii) Items to be measured and paid for using items specified elsewhere in the specifications

In Table C1.5-1 for the "Temporary deviations" Activity, add reference to "A1.5.7.10" under Section 1.5 reference, and add reference to "Chapter 11" under Section item reference.

Item	Unit
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C1.5.4 Construction of temporary deviations

In the last sentence of the item description, after the words "...include full compensation for the", add the following: "design and the".

Item	Unit
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C1.5.6 Removal of temporary deviations

Add the following at the end of the item description:

"After removal of the temporary deviation the final levelling and scarifying of the temporary deviation area shall be measured and paid for under pay item C11.9.2."

SECTION 1.6: CLEARING AND GRUBBING

PART C: MEASUREMENT AND PAYMENT

(iii) Items to be measured and paid for using items specified elsewhere in the specifications

In Table C1.6-1 for the Preparation of topsoil stockpile sites activity, delete reference to "Chapter 11" and replace with "Chapter 4".

Add the following new Item:

Item	Unit
PC1.6.11 Removal and disposal of vegetation from road edge	m ²

The unit of measurement shall be the square meter of grass and sand removed from the road edges on instruction from the Engineer prior to resurfacing.

The tendered rates shall include full compensation of all overheads, labour, tools and equipment for the execution of the work.

The tendered rates must also include for loading, transporting, offloading and spreading the material at approved spoil sites, including a free-haul distance of 1,0 km.

SECTION 8.1: PRIME COAT

PART A: SPECIFICATION

A8.1.5 MATERIALS

A8.1.5.1 Bituminous material

In Table A8.1.5-1 Delete "the excavated area" in the table caption and heading.

In the paragraph after Table A8.1.5-1, add "or subbase" after "base".

A8.1.8 WORKMANSHIP

A8.1.8.2 Testing

Replace the last sentence of the 1st paragraph with the following: "Unless agreed in advance and in writing, the Contractor shall only spray when the Engineer's representative is present."

SECTION 8.3: TEXTURE TREATMENT

PART A: SPECIFICATION

A8.3.5 MATERIALS

Add the following:

"The method of application, the aggregate grading (slurry type), type of emulsion, and filler type, will be specified in the Contract Documentation."

A8.3.5.2 Aggregate

*In clause a), delete reference to "A10.15.17" and replace with "A10.1.5.17".
In clause b), delete reference to "A10.15.18" and replace with "A10.1.5.18".*

SECTION 8.6: GEOSYNTHETIC CRACK SEALING

PART C: MEASUREMENT AND PAYMENT

Add the following new pay item:

"Item	Description	Unit
C8.6.2	Bituminous binder variation:	
C8.6.2.1	Bitumen emulsion (<i>indicate type and binder content</i>)	litre (ℓ)

The unit of measurement for bituminous binder in respect of an increase or a decrease in the specified rates of application shall be the litre measured in terms of the residual cold bitumen before dilution."

SECTION 9.1: ASPHALT LAYERS

PART A: SPECIFICATION

A9.1.5 MATERIALS

A9.1.5.4 Aggregates

a) Aggregate properties

In the 1st paragraph, delete the 2nd sentence: "Coarse and fine aggregate shall be clean and free from decomposed materials, vegetable matter or any other deleterious substances, and shall meet the requirements listed in Table A9.1.5-1 below unless otherwise specifically stated in the Contract Documentation.", and replace with the following:

"Coarse and fine aggregate shall be clean from excess dust and free from decomposed materials, vegetable matter and any other deleterious substances such as clay lumps and organic matter and shall meet the requirements listed in Table A9.1.5-1 below unless otherwise specifically stated in the Contract Documentation."

A9.1.8 WORKMANSHIP

A9.1.8.4 Surface regularity

Surface regularity shall be measured with a 3-meter straight edge with the following being applicable:

c) Three-meter straight edge

Longitudinal:

Surface regularity shall be measured using a 3,0 m straight edge laid parallel to the road centreline and measured continuously in the individual wheel paths shall be 8.0mm:

Cross Section :

When tested with a 3,0 m straight edge laid at right angles to the road centerline, the surface shall not deviate from the bottom of the straight-edge by more than 10,0 mm.

PART C: MEASUREMENT AND PAYMENT

(iii) Items that will not be measured separately

Delete activity 6, and replace with the following:

- “6. No separate payment will be made for transporting materials from commercial sources irrespective of the haul distance and no separate payment will be made for transporting asphalt from any source, irrespective of the haul distance.”

Item	Description	Unit
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C9.1.8 Surfacing of bridge decks

Delete the last paragraph of the item description: “Rolled in chippings shall be paid for separately under payment item C9.1.10 as applicable”, and replace with the following:

“Rolled in chippings shall be paid for separately under payment item C9.1.9 and C9.1.10 as applicable.”

C9.1.9 Application of rolled-in chippings (State nominal size)

Delete the 1st paragraph of the item description: “The unit of measurement shall be the ton of specified size of rolled-in chippings applied at the approved application rate, measured loose in hauling vehicles. The tendered rate shall include full compensation for the procuring, furnishing, pre-coating, spreading and rolling in of the chippings and for any additional costs resulting from the construction of the asphalt surfacing with rolled-in chippings.”, and replace with the following:
“The unit of measurement shall be the square meter of specified size of rolled-in chippings applied at the approved application rate. The tendered rate shall include full compensation for the procuring, furnishing, pre-coating, spreading and rolling in of the chippings and for any additional costs resulting from the construction of the asphalt surfacing with rolled-in chippings.”

SECTION 10.1: GENERAL REQUIREMENTS FOR SURFACE TREATMENTS

PART A: SPECIFICATION

A10.1.3 GENERAL

A10.1.3.2 Weather limitations

In the 1st paragraph, add the following new sub-clause:

- “If the permeability of the surface (utilising the Marvil test – SANS 3001-BT12) indicate medium or high permeability (i.e. the water level reached the 50mL mark within 3 minutes), no sealing shall be done for 1000°C.hours after rain.”

Delete the 1st sentence of the 2nd paragraph, and replace with the following:

“No seal work will be allowed in the Seal Embargo Period defined in the Contract Documentation, unless otherwise specified in the Contract Documentation.”.

A10.1.3.14 Nominal rates of application for tender purposes

In the 1st sentence of the 2nd paragraph, after the wording: “...used in the various types of seals”, add the following: “,as specified in the Contract Documentation”.

b) Multiple stone seals

In Table A10.1.3-4 for Nominal size of aggregate of 7.1mm, add “1.1” as the nominal rate of binder application for penetration coat in l/m² for Hot applied homogeneous modified bitumen at spray temperature.

In Table A10.1.3-4 for Nominal size of aggregate of 7.1mm (for 1st layer of split application), add “n/a” as the nominal rate of binder application for penetration coat in l/m² for Hot applied homogeneous modified bitumen at spray temperature.

e) Nominal binder application and aggregate spread rates for Cape seals (Slurry component)

Delete Table A10.1.3-7, and replace with the following:

“Table A10.1.3-7: Nominal spread rate of slurry for Cape seals

Nominal size of aggregate (mm)	First layer of slurry (m² per m³)	Second layer of slurry (m² per m³)
20	190	365
14	200	-
10	335	-

g) Cover sprays

Replace the 1st paragraph with the following: “The nominal application rate of a diluted emulsion cover spray as specified, shall for tender purposes be 0,35 l/m² residual cold bitumen.”.

A10.1.5 MATERIALS

A10.1.5.7 Precoating fluid

Add the following new paragraph: “The precoating fluid shall be a low viscosity bitumen-based product containing petroleum cutters and a chemical adhesion agent. It shall comply with the specifications as provided in the SABITA Manual 30: Requirements for stone precoating fluids.”.

A10.1.6 CONSTRUCTION EQUIPMENT

A10.1.6.1 Binder distributor

In the last paragraph replace the 1st sentence with the following: “The transverse distribution of spray flares shall be field verified according to SANS 3001-BT25 and Clause A20.1.5.9 of Chapter 20 and by visual observations to ensure a uniform transverse distribution of binder.”.

A10.1.6.2 Chip spreaders

*In the last paragraph delete the 2nd bullet and replace with the following:
“- of spreading Grade C aggregate, Graded aggregate and Sand- or Grit seals.”.*

PART C: MEASUREMENT AND PAYMENT

(i) Preamble

Add the following new paragraph:

“Items C10.1.27 and C10.1.28 are only applicable for bituminous surface treatments constructed in terms of Part D: Guarantees and Compliance Certificates.”

Item	Description	Unit
C10.1.2	Single seals including a cover spray, if specified (indicate grade of aggregate and type of binder) spreading the aggregate by (state: walk behind spreader or by hand):	

Replace the 1st two item description paragraphs with the following:

“The unit of measurement for item C10.1.1 and C10.1.2 shall be square metre of completed and accepted seal in accordance with the approved method statement and additional instructions.

The nominal rates for single seals indicated in A10.1.3.14(a) and for cover sprays indicated in A10.1.3.14(g), shall apply.”.

C10.1.3 Multiple stone seals including a cover spray, if specified using:

Replace the 1st sentence of the 2nd paragraph of the item description, with the following:

“The nominal rates for multiple stone seals indicated in A10.1.3.14(b) and for cover sprays indicated in A10.1.3.14(g), shall apply.

C10.1.4 Embargo period effects

In the 1st paragraph of the item description, delete reference to: “C10.1.6.1”, and replace with: “C10.1.4.1”.

In the 2nd paragraph of the item description, delete reference to: “C10.1.6.2”, and replace with: “C10.1.4.2”.

C10.1.6 Sand or Grit seals using (state: walk behind spreader or by hand):

Replace the 1st two item description paragraphs with the following:

“The unit of measurement for item C10.1.5 and C10.1.6 shall be square metre of completed and accepted seal in accordance with the approved method statement and additional instructions.

The nominal rates for sand or Grit seals indicated in A10.1.3.14(c) shall apply.”.

C10.1.11 Application of cover spray

In the 2nd paragraph of the item description, delete reference to: “A10.1.3.15”, and replace with: “A10.1.3.14”.

C10.1.12 Application of cover spray by hand

In the 2nd paragraph of the item description, delete reference to: “A10.1.3.15”, and replace with: “A10.1.3.14”.

PART D: GUARANTEES AND COMPLIANCE CERTIFICATES				
D10.1.3 PERFORMANCE GUARANTEE REQUIREMENTS				
<i>Replace the 1st sentence of the 2nd paragraph, with the following:</i> "Prior to the issuing of the Completion Certificate, the Contractor shall provide a guarantee, valued at 10% of the contract value as provided for under item C10.1.27 for the performance of the surfacing layer."				
D10.1.5 VISUALLY ASSESSED PROPERTIES				
D10.1.5.4 Acceptance criteria				
<i>In note 3 below Table D10.1.5-3, delete "May 2016" and replace with "Latest version".</i>				
1. SECTION B: SPECIFICATION DATA				
Notes to tenderer: 1. In certain clauses, the Standard Specifications allow a choice to be specified in the Contract Documentation or Project Specifications between alternative materials or methods of construction and for additional requirements to be specified to suit a particular contract. Details of such alternatives or additional requirements applicable to this contract are contained in this Section B: Specification Data. 2. The number of each clause and each payment item in this part of the project specifications follows the numbering format of the COTO standard specifications. Where, however, a clause has been amended under Section A2, the clause number is prefixed with a "P" in this Section.				
CH	SEC	CL	SUB-CLAUSE	SPECIFICATION DATA
1			GENERAL	
	A1.1		GENERAL PREAMBLE	
		PA1.1.2	DEFINITIONS	
			Conditions of Contract	The General Conditions of Contract for Construction Works, Third Edition (2015) shall apply.
			Site / Site of the Works	The limits of construction are provided in C3.1.
	C1.1		GENERAL PREAMBLE	
	A1.2		GENERAL REQUIREMENTS AND PROVISIONS	
		A1.2.3	GENERAL	
			A1.2.3.3 Environmental management	The requirements of the Environmental Officer is indicated in Section C.
			A1.2.3.4 Extension of time for delays caused by rainfall	Extension of time for rainfall is included in Clause 5.12.2.2 of the Contract Data
			A1.2.3.9 Monthly reports	Other information to be included in monthly progress reports are as follows: Expanded Public Works Programme (EPWP) reports CPG Reports

CH	SEC	CL	SUB-CLAUSE	SPECIFICATION DATA
				Aerial progress footage (images and video) Monthly Cost Estimates Summarised programme and progress for the month Reporting date to be finalised once contract commences
			A1.2.3.10 Notices, signs and advertisements	Details of the contract sign board will be provided to the awarded tenderer
			A1.2.3.12 Ownership of assets and disposal of non-usable assets	The Non-usable assets to be disposed by the Contractor.
			A1.2.3.20 Road safety audits	A Work zone traffic management audit as well as a Pre-opening stage road safety audit, shall be carried out.
			A1.2.3.22 Wayleaves/Agreements and Permits	The Contractor shall be responsible for applying for any wayleaves that may be required.
		A1.2.7	EXECUTION OF THE WORKS	
			PA1.2.7.1 Programme of work	
			a) General	A scheme 1 programme shall apply.
			a) Scheme 1	The programme shall be drawn up or be compatible with MS Projects 2010 or recent Additional schedules, other than required in terms of Conditions of Contract Clause 8.3, to be provided are” • Calendar showing the planned working days and non-working days. • A work breakdown structure that identifies all major activities. • Scheduled start and end date for each of the activities. • Monthly Cashflow projection
	A1.3		CONTRACTOR'S SITE ESTABLISHMENT AND GENERAL OBLIGATIONS	
		A1.3.3	GENERAL	
			A1.3.3.1 Construction camps	Construction camps have not been identified or provided. It is the responsibility of the contractor to make arrangements for establishment of a site camp

CH	SEC	CL	SUB-CLAUSE	SPECIFICATION DATA				
	A1.5		ACCOMMODATION OF TRAFFIC					
		A1.5.6	CONSTRUCTION EQUIPMENT					
			A1.5.6.1 Traffic control facilities					
			A1.5.6.2 Illuminated traffic signs and safety devices					
			d) Sign mounted flashing lights	Flashing lights are to be operated during the night if required.				
		A1.5.7	EXECUTION OF THE WORKS					
			A1.5.7.3 Accommodation of traffic where the road is constructed in half or partial widths	Traffic accommodation for various roads is to be agreed upon with the Engineer prior to works commencing. The Contractor is to submit a detailed traffic management plan for each area of works. No STOP/GO one-way traffic sections shall be in operation and two-way traffic shall be accommodated safely within the contract limits during the following additional periods: • All school holidays				
			A1.5.7.6 Maintenance of existing roads used as detours	To be determined as and when required				
CH	SEC	CL	SUB-CLAUSE	SPECIFICATION DATA				
8			PRETREATMENT AND REPAIR OF EXISTING LAYERS					
		A8.1.3	GENERAL					
			A8.1.3.1 Weather limitations	The limiting moisture contents for treated layers before priming shall be as indicated in clause A5.4.7.7.				
	A8.8		PATCHING AND EDGE BREAK REPAIR					
		A8.8.5	MATERIALS					
			A8.8.5.3 Backfill material					
			Table A8.8.5-2: Backfill material	1.1.1.1.1<table><tr><th>Backfill material</th><th>Specification</th></tr><tr><td>BTB</td><td>Continuously graded Asphalt Base 80mm depth (28mm maximum</td></tr></table>	Backfill material	Specification	BTB	Continuously graded Asphalt Base 80mm depth (28mm maximum
Backfill material	Specification							
BTB	Continuously graded Asphalt Base 80mm depth (28mm maximum							

CH	SEC	CL	SUB-CLAUSE	SPECIFICATION DATA	
				Existing base material to be stabilised	aggregate size using 60/70 penetration grade bitumen Existing base material stabilised with 2.5% cement
	C8.8		PATCHING AND EDGE BREAK REPAIR PART C: MEASUREMENT AND PAYMENT		
CH	SEC	CL	SUB-CLAUSE	SPECIFICATION DATA	
9			ASPHALT LAYERS		
	A9.1		ASPHALT LAYERS		
		A9.1.2	DEFINITIONS		
			Asphalt mix types	<u>30mm thick:</u> 30mm thick: Colto Medium Continuously Graded (50/70). 7.1mm NMPS <u>Surface Patches:</u> 30mm thick: Colto Medium Continuously Graded (50/70). 7.1mm NMPS	
		A9.1.4	DESIGN BY THE CONTRACTOR		
			A9.1.4.1 Mix Designs	Mix Design Level Requirement : Levels IA and IB	
			A9.1.5.3 Bitumen bond coat	No change to the bond coat specification is proposed	
			PA9.1.5.4 Aggregates		
			a) Aggregate Properties	No changes to the Table A9.1.5-1 requirements is proposed	
			c) Fine aggregate grading	No changes to the added material percentage is proposed.	
			A9.1.5.5 Fillers		
			A9.1.5.8 Mix properties	Mix Design Level Requirement: Levels IA and IB	
		A9.1.6	CONSTRUCTION EQUIPMENT		

CH	SEC	CL	SUB-CLAUSE	SPECIFICATION DATA
			A9.1.6.3 Paver	No reduction to the levelling beam lengths is proposed
			A9.1.6.5 Rollers	Only oscillating type vibratory compaction equipment may be used on bridge decks.
		A9.1.7	EXECUTION OF THE WORKS	
			A9.1.7.5 Bond coat	No change to the bond coat specification is proposed
		A9.1.8	WORKMANSHIP	
			A9.1.8.8 Sampling	
			b) Coring of completed layers	The Contractor shall provide suitable coring machines capable of cutting 100mm or 150mm diameter cores from the completed asphalt layers.
CH	SEC	CL	SUB-CLAUSE	SPECIFICATION DATA
10			SURFACE TREATMENTS	
	A10.1		GENERAL REQUIREMENTS FOR SURFACE TREATMENTS	
		A10.1.3	GENERAL	
			PA10.1.3.2 Weather limitations	The Seal Embargo Period is the period during the months of May, June, July and August.
			PA10.1.3.14 Nominal rates of application for tender purposes	The following Seal types are to be utilised: Not anticipated on this project
		A10.1.5	MATERIALS	
			A10.1.5.10 Single sized aggregate	
			a) Grading	The Aggregate Grade is indicated in the Pricing Schedule

PROJECT SPECIFIC HEALTH AND SAFETY SPECIFICATIONS

ISSUED IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 CONSTRUCTION REGULATION 2014

Pre-ambble:

This site-specific Health and Safety Specification is written to enable the client to comply with the Occupational Health and Safety Act (Act. 85 of 1993) and the Construction Regulations 2014 (Section 5.1 a&b).

"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);

Terms and references:

The following documents form part of this document:

- Occupational Health and Safety Act (Act. 85 of 1993) and all regulations.
- Codes and SANS standards which are incorporated into the Occupational Health and Safety Act.
- SADC Road Traffic Signs Manual.

Project description:

- Milling and removal of existing surface for approximately 650m (7m wide)
- Application of new 30mm thick asphalt surface: COLTO Medium Continuously Graded (50/70). 7.1mm NMPS for approximately 650m (7m wide)
- Repair of road edge breaks, approximately 200m.
- Repair of existing concrete patches: remove concrete and replace with BTB.
- Repair of edge restraint at Simola Valley Entrance, by means of constructing 500mm wide x 300mm deep BTB edge beam

Site Location

Simola Knysna "Old Cape Road"

The Surrounding Area

The road services an agricultural area as well as the Simola Estate which is largely visited by and would need early warning of construction activities, tourists and golfers. The accommodation to these people needs to be set up noting that they may not be familiar with the road

Site Conditions

This is an existing Municipal Road.

Hidden services

There are no documented Hidden services. However the contractor is to note the possible sewer manhole at the entrance to Simola where the BTB Restraining beam is to be installed. Excavation around this should be done by hand and care must be taken when compacting to protect the service.

Communication on site with regards to Health and Safety

Formal correspondence will be sent to the Engineer and copied to the professional team and the contractor. The contractor must keep a copy of all Health and Safety correspondence in the appropriate section of the Health and Safety File.

All written instructions will be given to the Contractor through the Engineers Representative. The Engineer's Representative will be responsible for checking that non-compliances are closed out in the agreed time frame.

The information of non-conformance will be noted at visits and the Construction Health and Safety officer or Construction supervisor will be verbally informed on site. This will be seen as the start time for close out on non-conformances.

Barricading

The use of danger tape is strictly prohibited.

All barricading is to be done with "Euromesh" or similar approved material.

A 2m length of barricading must withstand a horizontal point load of 80 kg.

All excavations are to be barricaded and all change of levels are to be fenced off.

The Health and Safety Plan Contents

The following is a list of items which will need to be provided by the contractor to prove that sufficient planning has been done to enable compliance with the act.

This list is not exhaustive and may be added to. These documents do not need to be originals or verified copies.

The contractor is to create the plan in the same order as the list below.

It is not the client's duty to dictate to the contractor on methods or content of the plan.

1. **Letter of Appointment** from the Client.
2. **Letter of Approval of Health and Safety Plan**
3. **Site-specific Health and Safety Specification** including signed mandatory agreement.
4. **Health and Safety Plan** - Explain how Health and Safety will be managed on site. Health and Safety Policy, Aids Policy, proposed review plan of risk assessments, proposed list of plant, number of people expected to work on site, management of traffic on site, management of traffic at access and egress to site and accommodation of residents. Personal protective equipment: All people working on site must wear safety shoes with a steel toe cap, and Hi Visibility vests - **BIBS are NOT acceptable**. Other P.P.E. is to be issued when identified through the risk assessment. Employees working in a manual capacity must be supplied with protective clothing. The contractor is to outline an "Issue Procedure" with a documents list, a periodical condition checking procedure and a replacement procedure.
5. **Letter of Good Standing**. The letter of good standing must be current and kept current for the duration of the project. Failing to have a current letter may result in activities being stopped.
6. **Notification of intention to carry out construction work to the Department of Labour** (With proof of delivery to the department). If the duration of the contract is extended past the end date as notified in "Annexure 2" the contractor must notify the department in writing at least five working days prior to the end date of the original notification.
7. **Break down of contract** - Scope of works including management of Health and Safety - notes on any contractors to be appointed by the principal Contractor and what work these companies will undertake.
8. **Method Statements**
9. **Risk Assessments**. With revision plans.
10. **Safe Work Procedures**
11. **Scope of training** including toolbox talks (taken from the HIRA, method statements and safe work procedures) and content with proof of attendance, conveying of Company Health and Safety and Aids policy to employees and MSDs to supervisors Health & Safety officers and first aiders. All Staff are to carry proof of induction to site.
12. **Organogram**
13. **Appointments** as required by regulations including proof of competence as defined in the Construction Regulations.

This is not exhaustive.

- Appointment of C.E.O. or acknowledgement of duties.
- Appointment of 16.2 if applicable.
- Appointment of Construction Manager with proof of competence in Construction and Health and Safety.
- Construction Health and Safety Officer - Full time position with proof of competence and experience. The minimum requirements will be: as noted in the construction Regulations 2014 and a thorough knowledge of SARTSM and management of traffic.
- Mobile plant inspector.
- Appointments of operators including valid Competency Certificates for the particular plant. (It must be noted that one person may hold more than one appointment but the CM and CHSO must be two separate individuals.)
- Emergency co-ordinator.
- Appointments which do not require proof of competence.
- Fire Fighting equipment inspector.

14. Emergency Plan including a list of possible emergencies (from the Risk Assessment) in procedures for reaction to them. Telephone numbers of Emergency Service Providers.

15. Incident Investigations. Procedures and copies of claim forms.

16. Signage:

- Proposed traffic signage warning motorists of the presence of a temporary construction site. A proposed traffic sign layout must be included in the Health and Safety plan.
- Proposed signage warning members of the public of construction activities.
- Proposed Health and Safety signage to be used on site.

17. Internal Safety Reports and Audits including corrective actions and audit protocol.

18. Client Safety Reports and Audits. Implementing corrective actions and disciplinary procedures to be used if necessary. This section will be used when the plan becomes the Health and Safety file for storing reports section. The client will audit the site once a month at mutually agreed intervals. The client will also visit the site unannounced for site monitoring.

19. Proposed list of Check lists and Registers.

20. Contractors to the PC, if required. Agreements with mandatory's and sections of the Specification which are relevant to the Scope of Works must be included once these sections are identified. Procedures for corrective action will also be required.

21. Appendix

Hazards identified by the designers:

1. Traffic accommodation
2. Pedestrians and cyclists crossing the site
3. Movement of plant on site
4. The use of hot-mix Asphalt and prime coat
5. Hidden services including electrical cables
6. Accommodation of pedestrian and vehicular traffic.

Hazardous chemicals specified by the designers:

1. Portland cement
2. Sand-Silica
3. Epoxy and associated thinners and solvents
4. Hot mix asphalt and associated tack or prime coat. (Bitumen)
5. Road marking paint

Agreement with Mandatary

D 33 OF 2025/26

SIMOLA HILL CLIMB REMEDIAL WORKS ALONG OLD CAPE ROAD

SECTION 37(2) MANDATARY H&S AGREEMENT:

WRITTEN AGREEMENT ON
OCCUPATIONAL HEALTH AND SAFETY

In accordance with the provisions of Section 37(2) of the Occupational Health and Safety Act 85 of 1993 as amended

AS ENTERED INTO BY AND BETWEEN

Knysna Municipality

(Hereinafter referred to as "the Employer")

AND

(Hereinafter referred to as "the Mandatary")

Compensation Fund no: _____

Public Liability Insurance in
respect of Third Parties Policy no: _____

Underwriter: _____

AGREEMENT WITH MANDATORY TO BE COMPLETED IN BLACK INK AND EACH PAGE AND ANY CHANGES MADE TO BE INITIALED

Occupational Health & Safety Act of 1993 and Construction Regulations 2014

Requirements:

Your attention is drawn to "General Duties of Employers to their Employees" as required by [Section 8](#) and "General duties of employers and self-employed persons to persons other than their employees" (**This includes the public**) as required by Section 9 of the Act.

You are required to:

- 1 Sign a written "Agreement with Mandatory" as required by [Section 37\(1\)](#) and [Section 37\(2\)](#) of the Act before commencing any work on site;
- 2 Ensure that all your employees receive the necessary Induction Training and have proof thereof.

Note: *You must ensure that all employees under your control are informed, instructed and trained by a competent person regarding any hazard and the related work procedures before any work commences.*

- 3 Ensure the provision of Welfare Facilities for your employees as per Construction Regulation 30.
- 4 Provide the Client with your SHE Plan & Specifications.
- 5 Ensure that Method Statements, Risk Assessments and Safe Work Procedures are done, available and reviewed.
- 6 Provide the Client with written appointment of the person who is going to supervise the Construction Work per Construction Regulation 8.1.
- 7 Provide the Client with written designation of your nominated Health & Safety Representative as per Section 17(1) of the Act.

Note: *Your Health & Safety Officer will be expected to attend the Client OH&S meetings.*

- 8 You are required to provide your own First Aid Box ([GSR 3\(2\)](#)) and you are required to provide your own qualified First Aid Attendant as per [GSR 3\(4\)](#).
- 9 When working with Hazardous Chemical Substances, comply with [HCS Regulation 3](#).
- 10 When using Lifting Machines & Lifting Tackle, comply with [DMR 18](#) & Construction Regulation 22.

Note: *You may be required to appoint a Banks man to control Lifting / Slings operations.*

- 11 When doing Excavation Work, comply with Construction Regulation 13.
- 12 When using Construction Vehicles, comply with Construction Regulation 23.
- 13 Ensure that good Housekeeping, Stacking & Storage principles are applied on this project as per Construction Regulation 27 and Construction Regulation 28.
- 14 Ensure that appropriate measures are taken to avoid the risk of Fire / Explosion and comply with requirements of Construction Regulation 29 and the applicable [Environmental Regulations](#).
- 15 When working in Confined Spaces, comply with [GSR 5](#).
- 16 You are responsible for providing your own **legal safety documents** and **registers** to comply with the Act's requirements. *A copy of the OHS Act of 1993, the Construction Regulations 2014 and any other regulation pertaining to your work will be available for perusal in the Principal Contractor's site office.*

- 17 You are required to comply with [General Safety Regulation 2\(1\) to \(7\)](#) and provide your employees with: personal protective equipment which will allow them to carry out their work in a safe manner, e.g. safety harnesses, gloves, safe footwear, eye protection, ear protection, waterproof clothing etc.
- 18 Reporting of Incidents and Occupational Diseases shall be done as per [General Administrative Regulation 6](#) (Also see [Section 24](#) of the Act).
- 19 Compensation for Occupational Injuries & Diseases Act (No 130 of 1993). You are required to provide the Client with proof of registration with the Compensation Commissioner/Federated Employer(s) Mutual when signing this agreement.
- 20 "General duties of employers and self-employed persons to persons other than their employees" Section 9 of the Occupational Health and Safety Act.
- 21 Your attention is drawn to high volumes of vehicular and pedestrian traffic in the area and your responsibility not to negatively affect the Health and Safety of persons who are not employed by you either directly or indirectly.

Signature: _____
(Client)

Signature: _____
(Mandatory)

Annexure A – Tender Drawings