

WESTERN CAPE GOVERNMENT
Western Cape Nature Conservation Board

NEC4 ENGINEERING AND CONSTRUCTION SHORT CONTRACT (ECSC4)
16B – Delivery & Maintenance of Infrastructure
 Template Version 1.03 – May 2021

TENDER No : WCNCB07/09/2021

PROJECT TITLE : CEDERBERG NATURE RESERVE: ALGERIA: REPAIRS TO LOW WATER BRIDGE

TENDER CLOSING : 11:00 on 08 October 2021

<u>CLIENT</u>		<u>CLIENT'S REPRESENTATIVE</u>	
WESTERN CAPE NATURE CONSERVATION BOARD t/a CAPENATURE		Naylor Naylor & Van Schalkwyk Consulting Engineers	
<u>PHYSICAL ADDRESS</u>	<u>POSTAL ADDRESS</u>	<u>PHYSICAL ADDRESS</u>	<u>POSTAL ADDRESS</u>
PGWC Shared Services Cnr/Bosduif/Volstruis Str BRIDGETOWN 7764	Private Bag X29 GATESVILLE 7768	Suite 5 Wale Street Chambers 38 Wale Street CAPE TOWN Contact: Patrick Naylor Phone: 0827718003 Email: patrick@nnvs.co.za	Suite 5 Wale Street Chambers 38 Wale Street CAPE TOWN 8001

NOTE:

All returnable documents as listed on page 12 in this document, including the Form of Offer C1.1 on page 39 must be completed in full and signed. The entire document, from page 1 through 109 must be submitted with your bid. Non-compliance will render your tender invalid.

Name of Tenderer:

.....

WESTERN CAPE GOVERNMENT**Western Cape Nature Conservation Board****CEDERBERG NATURE RESERVE: ALGERIA: REPAIRS TO LOW WATER BRIDGE**

IMPORTANT NOTICE: Please DO NOT disassemble or dismember this document. DO NOT insert any attached pages to returnable schedules within the page sequence of the document. All additional pages must be attached AFTER the last page of the document and clearly marked to which returnable schedule they belong.

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WESTERN CAPE GOVERNMENT

Western Cape Nature Conservation Board

CEDERBERG NATURE RESERVE: ALGERIA: REPAIRS TO LOW WATER BRIDGE

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WESTERN CAPE GOVERNMENT**Western Cape Nature Conservation Board****CEDERBERG NATURE RESERVE: ALGERIA: REPAIRS TO LOW WATER BRIDGE****T1.1 Tender notice and invitation to tender**

The **WESTERN CAPE NATURE CONSERVATION BOARD t/a CAPENATURE, WESTERN CAPE GOVERNMENT**, invites tenders for Tender No. **WCNCB07/09/2021: CEDERBERG NATURE RESERVE: ALGERIA: REPAIRS TO LOW WATER BRIDGE**.

It is estimated that tenderers should have a CIDB contractor grading designation of **3CE** or higher.

Preferences are allocated to tenderers for Broad-Based Black Economic Empowerment (B-BBEE) status level of contribution.

Local Content and production conditions apply.

The physical address for collection of hardcopy tender documents is:

WESTERN CAPE NATURE CONSERVATION BOARD t/a CAPENATURE

PGWC SHARED SERVICES CENTRE, 3rd Floor Cnr Bosduif/ Volstuis Streets, BRIDGETOWN 7764

Hardcopy documents may be collected during working hours after **08:00** from **10 September 2021**

Documents issued in electronic format must be requested by sending an email to tenders@capenature.co.za stating a return email address, the tender number, name of requesting entity, CSD registration number and CIDB registration number (if applicable) of the entity. **It is the tenderer's responsibility to ensure that it obtains all the necessary documents/electronic files required for submission of a complete tender.**

Queries relating to the technical specification of these documents may be addressed to:

Name:	Naylor Naylor & Van Schalkwyk Consulting Engineers
Phone:	0827718003
Email:	patrick@nnvs.co.za

The closing time for receipt of tenders is **11:00 on 08 October 2021**. Facsimile, e-mail, copied and late tenders will not be accepted.

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

A compulsory site/clarification meeting with representatives of the *Client* will take place at:

Location: Algeria Campsite & Office: Cederberg Wilderness
 Date: 17 September 2021
 Starting Time: 11:00

Supplier Database Registration

All **prospective** Service Providers **must** be registered on:

- The Central Supplier Database (**CSD**), and
- The Western Cape Supplier Evidence Bank (**WCSEB**)

All prospective Service Providers who are not registered on the CSD are requested to self-register via www.csd.gov.za. Should assistance be required for the registration on the WCSEB you may contact the help centre at 021 833 5361 or an email can be directed to wcseb@westerncape.gov.za.

All Service Providers duly registered on the WCSEB are also requested to annually update their WCBD4, Declaration of Interest as well as their B-BBEE Rating Certificate or Sworn Affidavit in their original formats to the address below (copies, faxed or emailed copies will not be accepted):

**Provincial Treasury, 4 Waterford Place, 2nd Floor, Century City, Cape Town, or
 Private Bag X9165, Cape Town, 8000**

WESTERN CAPE GOVERNMENT

Western Cape Nature Conservation Board

CEDERBERG NATURE RESERVE: ALGERIA: REPAIRS TO LOW WATER BRIDGE

T1.2 Tender Data

The Conditions of Tender are the **Standard Conditions of Tender as contained in Annex C of the CIDB Standard for Uniformity in Engineering and Construction Works Contracts, August 2019**, as per Board Notice 136 of 2015 in Government Gazette 38960 of 10 July 2015 and any erratum notices issued thereafter (see www.cidb.org.za).

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

Clause	Tender Data
C.1	General
C.1.1	In this document " <i>Client</i> " means the "employer" as referenced in the Standard Conditions of Tender, and the terms may be used interchangeably in this document. The <i>Client</i> is WESTERN CAPE NATURE CONSERVATION BOARD t/a CAPENATURE, WESTERN CAPE GOVERNMENT.
C.1.2	<p>Tender Documents</p> <p>The Tender Document (this document), issued by the <i>Client</i> and comprising the following parts:</p> <p>Part T: The Tender</p> <p>Part T1: Tendering Procedures</p> <p>T1.1 Tender notice and invitation to tender</p> <p>T1.2 Tender Data</p> <p>Part T2: Returnable Documents</p> <p>T2.1 List of returnable documents</p> <p>T2.2 Returnable schedules</p> <p>Part C: The Contract</p> <p>Part C1: Agreement and Contract Data</p> <p>C1.1 Form of Offer and Acceptance</p> <p>C1.2 Contract Data: Contract Data Part One: Data provided by the <i>Client</i> Contract Data Part Two: Data provided by the <i>Contractor</i></p> <p>Part C2: Pricing Data</p> <p>C2.1 Pricing assumptions & instructions</p> <p>C2.2 Pricing schedule</p> <p>Part C3: Scope of Work</p> <p>Part C4: Site information</p> <p>Appendix: Drawings, schematics & annexures</p> <p>This tender document must be completed in black ink and contains the "returnable documents" which must be completed in terms of submitting a tender offer.</p>

Clause	Tender Data														
C.1.4	<p>The <i>Client's</i> Agent is:</p> <table border="1"> <tr> <td>Name:</td><td>Naylor Naylor & Van Schalkwyk Consulting Engineers</td></tr> <tr> <td>Address Line 1</td><td>Suite 5</td></tr> <tr> <td>Address Line 2</td><td>Wale Street Chambers</td></tr> <tr> <td>Address Line 3</td><td>38 Wale Street</td></tr> <tr> <td>Postal Code:</td><td>CAPE TOWN</td></tr> <tr> <td>Contact no:</td><td>0827718003</td></tr> <tr> <td>Email address:*</td><td>patrick@nnvs.co.za</td></tr> </table> <p>* Address for electronic communications</p>	Name:	Naylor Naylor & Van Schalkwyk Consulting Engineers	Address Line 1	Suite 5	Address Line 2	Wale Street Chambers	Address Line 3	38 Wale Street	Postal Code:	CAPE TOWN	Contact no:	0827718003	Email address:*	patrick@nnvs.co.za
Name:	Naylor Naylor & Van Schalkwyk Consulting Engineers														
Address Line 1	Suite 5														
Address Line 2	Wale Street Chambers														
Address Line 3	38 Wale Street														
Postal Code:	CAPE TOWN														
Contact no:	0827718003														
Email address:*	patrick@nnvs.co.za														
C.2	Tenderer's obligations														
C.2.1	Only those tenderers who are registered with the CIDB and whose registrations are active at close of tender and who satisfy the grading requirement of a CIDB grading of a 3CE or higher, as calculated in terms of the CIDB regulations, are eligible to have their tenders evaluated.														
C.2.7.1	<p>A compulsory site/clarification meeting with representatives of the <i>Client</i> will take place at:</p> <p>Location: Algeria Campsite & Office: Cederberg Wilderness is approximately 250km from Cape Town. The turn-off to Algeria is 30km past Citrusdal on the N7 in a northerly direction and 18km from the N7 via a gravel road to Algeria. The GPS coordinated are 32°22'28.5"S 19°03'36.2"E. The site is accessible with a typical vehicle</p> <p>Date: 17 September 2021</p> <p>Starting Time: 11:00</p> <p>THE FOLLOWING CONDITIONS APPLY:</p> <ul style="list-style-type: none"> (a) A tender will automatically be disqualified if the meeting is not attended by a representative of the tendering entity. (b) Representatives of tendering entities must complete and sign the meeting attendance register, providing full details as required on the register, failure of which will disqualify the tender. (c) The name of the lead entity in an envisaged consortium/joint venture must appear on the attendance register, failure of which will disqualify a tender submitted by the consortium/joint venture. (d) A representative may not attend the meeting on behalf of more than one tendering entity. This constitutes anti-competitive behaviour, and when multiple tenders are submitted which reference the attendance of the same person at the site/clarification meeting, ALL those tenders will be disqualified. (e) Tendering entities must be represented by a person who is suitably qualified and experienced to comprehend the implications of the tender. (f) The chairperson may delay the start of the meeting at his sole discretion, as dictated by circumstances. After official start of the meeting by the chairperson, late arrivals will be allowed to join the meeting but the chairperson is under no obligation to repeat any information conveyed prior to such late arrivals. (g) Recorded minutes as well as addenda or any other information, where applicable, will be issued to all whom attended the meeting. (h) Requests for additional information can be directed to the <i>Client's</i> representative via email, not later than one week prior to tender closing. Requests received after the cut-off date will not be responded to. The response to requests for clarification or additional information will be disseminated among all tenderers who attended the meeting. 														

Clause	Tender Data
	<p>(i) Information provided to tenderers at the clarification meeting or thereafter and which is recorded in the <i>Client's</i> minutes of the meeting or other documentation issued, forms part of the Conditions of Tender. Failure to comply with such conditions may disqualify the tender. Addenda issued (if any) MUST be included in the tender submission, failure of which will disqualify the tender. If the tenderer claims that addenda were not received but the <i>Client</i> can prove transmission thereof to the email address as provided by the tenderer, the submitted offer will be rejected.</p>
C.2.10.5	The rates and prices offered by the tenderer must be inserted into the pricing schedule of this tender document. Failure to do so will disqualify the tender. Printouts of electronic spreadsheets or any form of substitute for the returnable pages of the pricing schedule are not accepted for this tender.
C.2.11	<p>PLEASE NOTE: No alterations/corrections to inserted information in the document (including pricing) may be performed by erasing or using masking fluid ("Tipp-Ex" or similar) on any submitted page. Alterations/corrections to inserted information may only be performed as follows:</p> <p>(a) Strike a line through the incorrect information, write the corrected information as appropriate (under, above or next to the information to be corrected), and initial at every incidence of alteration/correction.</p> <p>(b) In the case of access to a digital copy of the tender document (PDF), simply reprint the page, enter the information on the reprinted page and substitute in the document before submission.</p> <p>Tender submissions with alterations/corrections not in compliance with the requirements as described above, will be rejected.</p>
C.2.12.1	No alternative tender offers will be considered.
C.2.13.2	<p>PLEASE NOTE: The complete tender document comprising pages 1 through 109 must be returned to the <i>Client</i> when submitting a tender offer. If the pricing schedule or parts thereof are contained in the Appendix to this document, the duly completed pricing schedule or parts thereof must be returned with the tender document. Failure to do so will invalidate the tender. Other drawings, schematics or annexures in the Appendix need NOT be returned with the tender offer, unless there are specific instructions for a specific item to be returned, or if the tenderer wishes to utilise any item for clarification purposes when submitting an alternative tender offer, when applicable.</p>
C.2.13.4	<p>The tender shall be signed by a person duly authorised to do so.</p> <p>Tenders submitted by joint ventures of two or more entities shall be accompanied by the document of formation of the joint venture, authenticated by a notary public or other official deputed to witness sworn statements, in which is defined precisely the conditions under which the joint venture will function, its period of duration, the persons authorised to represent and obligate it, the participation of the several entities forming the joint venture, and any other information necessary to permit a full appraisal of its functioning. The document of formation of the joint venture shall state explicitly what the percentage participation in the joint venture will be of each entity involved.</p> <p>It is a specific condition of this tender that the lead entity of a joint venture shall have the highest CIDB grading of all entities comprising the joint venture, and that the lowest CIDB grading of any entity in the joint venture shall be no more than two grades below the highest. Correspondingly, the value of the percentage of work executed by each entity shall not exceed 20% of the maximum of its designated CIDB grading value range.</p>

Clause	Tender Data
C.2.13.6	A two-envelope procedure will not be followed.
C.2.13.7	<p>The <i>Client's</i> address for delivery of tender offers and identification details to be shown on each tender offer package are:</p> <p>Location of tender box:</p> <p>3rd Floor, Cnr Bosduif/Volstruis Streets BRIDGETOWN</p> <p>Identification details:</p> <p>Tender No: WCNCB07/09/2021</p> <p>Tender offers couriered to the <i>Client</i> must be delivered to the following address: WESTERN CAPE NATURE CONSERVATION BOARD t/a CAPENATURE PGWC SHARED SERVICES CENTRE 3rd Floor, Cnr Bosduif/Volstruis Streets BRIDGETOWN 7764</p> <p>The tender box is open during working hours (08h00-16h00) Monday to Friday.</p>
C.2.14	<p>The <i>Client</i> requires tenderers to return a fully priced pricing schedule with the tender submission. ALL items in the pricing schedule MUST be priced. Please note the following:</p> <ul style="list-style-type: none"> a) Tenders showing a pattern of unpriced items in the pricing schedule, will be disqualified. b) Summarising parts or sections of the pricing schedule into single lump sums or rates without providing the breakdown of pricing of items as per the pricing schedule, is not acceptable and will disqualify the tender. c) Where an item is encountered against which no Price or rate is entered and it can be reasonably attributed to accidental omission on the part of the tenderer, that item will be treated as covered by other Prices or rates in the pricing schedule.
C.2.15	The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender. Facsimile, e-mail, copied and late tenders will not be accepted.
C.2.16	The tender offer validity period is approximately 90 days from closing date . The <i>Client</i> reserves the right to extend the validity period for any additional period if deemed in the interest of the <i>Client</i> .
C.3	The <i>Client's</i> undertakings
C.3.4.1	<p>The time and location for opening of the tender offers is:</p> <p>Time: 11:00 on 08 October 2021</p> <p>Location: PGWC SHARED SERVICES CENTRE 3rd Floor, Cnr Bosduif/Volstruis Streets BRIDGETOWN 7764</p> <p>Tenders will be opened immediately after the closing time and read out in public.</p>

Clause	Tender Data
C.3.8.3	<p>Test for responsiveness: Tenders may be considered non-responsive if:</p> <ul style="list-style-type: none"> - the tender is not in compliance with specifications; - the tenderer has not fully completed and signed where required, all the returnable documents as listed in Part T2 of this tender document; - the tenderer has not provided proof of tax compliance either via an attached printout of a Central Supplier Database (CSD) tax compliance verification report dated no more than one week prior to tender closing, or by attaching written proof by SARS of approved arrangements in terms of the tenderer's tax clearance; - the tenderer has failed to clarify or submit any supporting documentation within seven days of being requested to do so by the <i>Client</i> in writing.
C.3.9.2	<p>Arithmetical errors and discrepancies:</p> <ul style="list-style-type: none"> - If pricing for the tender is a lump sum offer without a breakdown of rates and prices in a pricing schedule and there is a discrepancy between the amount in words and the amount in figures, the amount in words shall govern. - If a pricing schedule in the form of a bill of quantities, a price list, activity schedule or other format applies, the <i>Client</i> shall check all substantively responsive tenders for errors and discrepancies in the pricing schedule and offer form, and correct such errors and discrepancies in the following manner: <ul style="list-style-type: none"> o Where there is a discrepancy between the unit rate and the total price for any line item that is obtained by multiplying the unit rate and the quantity stated for that line item, the unit rate shall prevail and the total price for that line item shall be corrected, unless in the opinion of the <i>Client</i> there is an obvious misplacement of the decimal point in the unit rate, in which case the total price for that line item shall prevail and the unit rate shall be corrected. o Where there is an error in the total of the prices either as a result of corrections made in accordance with the above or in the tenderer's addition of prices, the total of the prices shall be corrected. o Where there is a discrepancy between the total of the prices in the pricing schedule and the total tender amount, or a discrepancy between the total amount in words and the total amount in figures, the amount corresponding to the correct total of the prices in the pricing schedule shall prevail and the others corrected. - Tenderers shall be notified by the <i>Client</i> of corrections made in accordance with C.3.9.2 and requested to accept the corrections including, where applicable, a corrected total tender offer. If the tenderer fails to accept the corrections so notified within a stated period after receipt of the <i>Client's</i> request to do so, the tender will be rejected. - If corrections made in accordance with C.3.9.2 results in a change in the total tender amount of any of the tenderers, all substantively responsive tenderers shall be notified of the corrected amounts by the <i>Client</i>, to ensure transparency of the correction process.
C.3.11	<p>The procedure for the evaluation of responsive tenders is Method 1 (Price and Preference)</p> <p>Price will be scored using the Formula $P_s = 80(1 - ((P_t - P_{min})/P_{min}))$ where:</p> <ol style="list-style-type: none"> 1. P_s is the number of points scored for comparative price of tender under consideration; 2. P_{min} is the comparative price of the lowest acceptable tender offer; 3. P_t is the comparative price of tender offer under consideration. <p>Preference will be scored as follows:</p> <p>Up to 20 tender evaluation points will be awarded to tenderers who complete the preferencing schedule and who are found to be eligible for the preference claimed.</p>

Clause	Tender Data
	<p>The maximum attainable combined score for price and preference is 80+20=100 points.</p> <p>All responsive tender offers are subject to a comprehensive risk assessment in terms of:</p> <ol style="list-style-type: none"> 1. Financial viability and sustainability; 2. Evaluation and validation of the required information provided by the tenderer in inter alia returnable schedules. <p>The <i>Client</i> reserves the right to request, in writing, additional information from tenderers to clarify their offer if deemed necessary for risk assessment purposes. Failure on the part of the tenderer to provide the additional information within seven days after receipt of such a request will disqualify the tender. Tender offers which present an unacceptable high risk to the <i>Client</i> in terms of one or both of the risk assessment criteria above, will be rejected.</p>
C.3.13.1	<p>Tender offers will only be considered if all the requirements as stated in the Conditions of Tender and Tender Data are complied with. Specific emphasis is placed on the following:</p> <ol style="list-style-type: none"> 1. the tenderer is registered on the Western Cape Supplier Evidence Bank (WCSEB) by close of tender; 2. the tenderer is registered on the Central Supplier Database (CSD) by close of tender; 3. the tenderer must be shown to be tax compliant either via an attached printout of a CSD tax compliance verification report dated no more than one week prior to tender closing, or by attaching written proof by SARS of approved arrangements in terms of the tenderer's tax clearance; 4. the tenderer is registered with the Construction Industry Development Board (CIDB) in the appropriate contractor grading designation (if applicable) stated in this Tender Data by close of tender; 5. the tenderer submits this complete tender document from page 1 to page 109 inclusive, with all returnable schedules duly completed and priced as per the instructions pertaining to each schedule and section, and requirements stated in this Tender Data at the close of tender; 6. the tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; 7. the tenderer has not: <ul style="list-style-type: none"> - abused the <i>Client's</i> Supply Chain Management System, evidence of which can be clearly demonstrated by the <i>Client</i>; - failed to complete any previous contract due to the tenderer's own fault for any organ of state within the last 2 years; - submitted more than one offer (including participation in joint venture arrangements with others), and 8. has completed the Compulsory Enterprise Questionnaire, Declaration of Interests (WCBD 4) and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the <i>Client</i> or potentially compromise the tender process.

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Part T2: Returnable documents	
T2.1 List of returnable documents	Page 12
T2.2 Returnable schedules	Page 13

WESTERN CAPE GOVERNMENT
Western Cape Nature Conservation Board
CEDERBERG NATURE RESERVE: ALGERIA: REPAIRS TO LOW WATER BRIDGE

T2.1 List of returnable documents

IMPORTANT: The tenderer must complete all returnable schedules. Use the "Check" column to tick completion of each returnable schedule as a verification procedure to ensure all schedules are duly completed. **Failure to complete all returnable schedules will invalidate the tender.** Please see instructions for completion of returnable schedules under heading T2.2 following on the next page.

1. Returnable schedules required for tender evaluation and contracting purposes

Schedule No	Schedule Description & Location	Check
Tender Schedules:		
1	Tender offer signature and authority of signatory Page 14	<input type="checkbox"/>
2	Compulsory Enterprise Questionnaire Page 20	<input type="checkbox"/>
3	WCBD 6.1 (a): Preference Certificate (80:20) Page 23	<input type="checkbox"/>
4	WCBD4: Declaration of interest Page 28	<input type="checkbox"/>
5	Addenda / Notices issued to tenderers Page 34	<input type="checkbox"/>
6	Schedule of work experience Page 35	<input type="checkbox"/>
Contract Schedules:		
7	C1.1 Form of Offer and Acceptance Page 39	<input type="checkbox"/>
8	C1.2 Contract Data Part Two: Data provided by the Contractor Page 48	<input type="checkbox"/>
9	Pricing Summary Page 53	<input type="checkbox"/>
10	Price List Page 54	<input type="checkbox"/>
11	Scope information required from Contractor Page 64	<input type="checkbox"/>
12	Amendments by Contractor Page 66	<input type="checkbox"/>
13	Contractor's Equipment schedule Page 67	<input type="checkbox"/>
14	Contractor's schedule of subcontractors Page 68	<input type="checkbox"/>
15	Contractor's health & safety plan Page 69	<input type="checkbox"/>
16	Contractor's environmental management plan Page 70	<input type="checkbox"/>
17	Declaration Certificate For Local Production And Content Page 102	<input type="checkbox"/>

2. Returnable Documents to be submitted with bid

Document	Check
• B-BBEE Status Level Verification Certificate	<input type="checkbox"/>

WESTERN CAPE GOVERNMENT**Western Cape Nature Conservation Board****CEDERBERG NATURE RESERVE: ALGERIA: REPAIRS TO LOW WATER BRIDGE****T2.2 Returnable schedules****Important information for completing returnable schedules**

1. The returnable schedules list T2.1 shows all the returnable schedules which need to be completed and returned for tender evaluation and contracting purposes. This list includes both document-standard and project-specific schedules. List T2.1 should be used as a checklist by the tenderer to verify that all returnable schedules have been duly completed, to avoid the tender being rejected as non-responsive due to an incomplete submission.
2. Each returnable schedule is numbered, starting at Schedule 1 and following a consecutively incremented whole number sequence through the tender document to the final schedule number assigned, as per the returnable schedules list.
3. Although all returnable schedules are numbered and follow in numeric sequence, they are not all grouped together in a single location in this tender document. Returnable schedules are divided into 2 groups:
 - i. Tender Schedules
 - ii. Contract Schedules

The first group of schedules (Tender Schedules) follow directly from here on forward in Part T2.2, with the remainder (Contract Schedules) following in various sub-sections of Part C of this tender document. Contract Schedules become part of the contract document after tender award. Schedules can be quickly located by their document page number given in the list of returnable schedules T2.1.

4. The tenderer must furnish all the information required for each returnable schedule with the indicated amount of detail to ensure compliancy of the tender with responsiveness criteria. Please note: If any returnable schedule or part thereof is not applicable to the tenderer, that schedule or part thereof must be clearly marked "Not Applicable" (N/A), and not simply left blank. Schedules left blank without any indication of response by the tenderer to the requested information in the schedule, will be taken as an omission of the requested information.
5. Some schedules may either require, or have as an option, additional pages of information to be appended by the tenderer when submitting the tender. In each case the exact number of additional pages must be indicated in the space provided on that schedule, or indicated as NIL if no additional pages are appended. All appended pages must be clearly marked with the schedule number to which they belong.
6. All returnable schedules require the signature of the tenderer's authorised signatory where indicated and the date. Unsigned schedules, unless they are clearly marked "Not Applicable" by the tenderer, will render your tender invalid.

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SCHEDULE 1: Tender offer signature and authority of signatory

The purpose of this Schedule is:

- Section 1: To obtain the necessary information about the tendering entity and the official tender offer signature of the tenderer;
- Section 2: To establish authority of the signatory to sign the tender offer and all other documents and/or correspondence in connection with and relating to the tender.

INSTRUCTIONS FOR COMPLETING SCHEDULE 1:

Tendering entities may be sole proprietors, partnerships, trusts, companies, close corporations or consortia / joint ventures. Schedule 1 must be completed as follows:

- **If the tendering entity is a sole proprietor, trust, partnership, company or close corporation**, then complete both this page and Section 2.1 of this Schedule, and leave Sections 2.2 and 2.3 blank.
- **If the tendering entity is a consortium or joint venture**, then complete both this page and Sections 2.2 and 2.3 of this Schedule, and leave Section 2.1 blank.
- The contact details below must be the officially designated contact addresses which will be used by the *Client* for any and all communication in regard to this tender.

Section 1: Official tender offer signature

THE TENDERING ENTITY IS: (Circle or mark with X the applicable option)

Sole proprietor	Partnership	Trust	Company	Close corporation	Consortium	Joint venture
-----------------	-------------	-------	---------	-------------------	------------	---------------

NAME OF THE TENDERING ENTITY:

.....
(Legally correct full name of the tendering entity)

Registration number of the tendering entity:

CONTACT DETAILS:

Physical & Postal Address:

.....

.....

.....

..... (Postal Code)

Telephone number:

Mobile number:

Email address:

Section 1 (continued...)

For the purpose of simplifying the tender document and tender submission process, the official tender offer signature below by the tenderer shall apply to this tender document as a whole, inclusive of all forms and returnable schedules which in the past required separate signatures on each form, including the Form of Offer.

DULY AUTHORISED REPRESENTATIVE TO DEPOSE TO AFFIDAVIT/SOLEMNLY AFFIRM

Declaration and signature to be provided by the duly authorised representative of the entity under oath or solemnly affirmed before a Commissioner of Oaths, failure of which will disqualify the tender submission.

I, hereby swear/solemnly affirm

- i. that the information disclosed in this tender document is true and accurate;
- ii. that I understand the contents of this tender document;
- iii. that the entity undertakes to independently arrive at any offer at any time to the *Client* without any consultation, communication, agreement or arrangement with any competitor. In addition, that there will be no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to the *Client*;
- iv. that the entity is aware of, and undertakes not to, disclose the terms of any bid, formal or informal, directly or indirectly, to any competitor, prior to the awarding of the contract, and
- v. that the authorised signature below serves as the required signature for ALL returnable schedules, including but not limited to the Form of Offer and Acceptance, Preference Certificate, Declaration of Interest and others.

AUTHORISED SIGNATURE OF TENDERER

TO BE COMPLETED BY COMMISSIONER OF OATHS:

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

- | | |
|--|---------------|
| 1.1 Do you know and understand the contents of this declaration? | ANSWER: |
| 1.2 Do you have any objection to taking the prescribed oath and wish to make a solemn affirmation instead? | ANSWER: |
| 1.3 Do you consider this declaration to be binding on your conscience? | ANSWER: |

I certify that the deponent has acknowledged that he/she knows and understands the contents of this document inclusive of all declarations therein, which was sworn to/solemnly affirmed before me and the deponent's signature placed thereon in my presence.

.....
SIGNATURE

.....
FULL NAMES (Commissioner of Oaths)

Designation (rank)ex officio: Republic of South Africa

Date:

Place

Address:

Commissioner's Stamp

Section 2: Authority of signatory**2.1: Resolution of board of *Trustees/Directors/Members/Partners**

Notes:

1. *Delete which is not applicable.
2. IMPORTANT: This resolution must be signed by ALL the trustees/directors/members/partners of the tendering entity.
3. Should the number of trustees/directors/members/partners exceed the space available below, additional names and signatures must be supplied on a separate page.

RESOLUTION by the *Proprietor/Board of *Trustees/Directors/Members/Partners of:

.....
 (Legally correct full name and registration number, if applicable, of the tendering entity)

Taken at On
 (Place) (Date)

	Name of Proprietor/Trustee/Director/Member/Partner	Capacity	Signature
1			
2			
3			
4			
5			
6			

(Append separate page if not enough space)

RESOLVED that:

1. The entity submits a bid to the Department of Transport and Public Works in respect of Tender No: **WCNCB07/09/2021: CEDERBERG NATURE RESERVE: ALGERIA: REPAIRS TO LOW WATER BRIDGE**
2. *Mr/Mrs/Ms:

in *his/her capacity as:

.....
 (Position in the entity)

and who will sign the tender offer in Section 1 of this Schedule, be, and is hereby authorised, to sign the tender, and any and all other documents and/or correspondence in connection with and relating to the tender and any and all documentation, resulting from the award of the tender to the entity mentioned above.

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

2.2: Resolution to enter into Consortium / Joint Venture

Notes:

1. *Delete which is not applicable
2. A separate copy of this Section 2.2 must be duly completed, signed and submitted for each consortium/joint venture partner.
3. IMPORTANT: This resolution must be signed by ALL the trustees/directors/members/partners of the entity entering into the consortium/joint venture.
4. Should the number of representatives exceed the space available below, additional names and signatures must be supplied on a separate page.

RESOLUTION by the *Proprietor/Board of *Trustees/Directors/Members/Partners of:

.....
 (Legally correct full name and registration number, if applicable, of the entity)

Taken at On
 (Place) (Date)

	Name of Proprietor/Trustee/Director/Member/Partner	Capacity	Signature
1			
2			
3			
4			
5			
6			

(Append separate page if not enough space)

RESOLVED that:

1. The entity submits a bid, in consortium/joint venture with the following entities to the Department of Transport and Public Works in respect of Tender No **WCNCB07/09/2021: CEDERBERG NATURE RESERVE: ALGERIA: REPAIRS TO LOW WATER BRIDGE**

	Full legally correct name of entity	Registration No (if applicable)
1		
2		
3		
4		
5		
6		

(Append separate page if not enough space)

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

2.3: Resolution to bid as Consortium / Joint Venture

Notes:

1. IMPORTANT: This resolution must be signed by ALL the representatives of the bidding consortium/joint venture.
2. Should the number of representatives exceed the space available below, additional names and signatures must be supplied on a separate page.
3. Enter the entity details and representative details in the same and corresponding numerical sequence into the respective tables below.

RESOLUTION of a meeting of the duly authorised representatives of the following legal entities who have entered into a consortium/joint venture to jointly tender for Tender No: **WCNCB07/09/2021: CEDERBERG NATURE RESERVE: ALGERIA: REPAIRS TO LOW WATER BRIDGE**

	Full legally correct name of entity	Registration No (if applicable)
1		
2		
3		
4		
5		
6		

(Append separate page if not enough space)

Held at On.....
(Place) (Date)

	Name of authorised representative	Capacity	Signature
1			
2			
3			
4			
5			
6			

(Append separate page if not enough space)

RESOLVED that:

- A. The abovementioned entities submit a bid in consortium/ joint venture to the Department in respect of the tender mentioned above.
- B. *Mr/Mrs/Ms:
 in *his/her capacity as:
 (Position in the bidding consortium/joint venture)
- and who will sign the tender offer in Section 1 of this Schedule, be, and is hereby authorised, to sign the tender, and any and all other documents and/or correspondence in connection with and relating to the tender, as well as to sign any contract, and any and all documentation, resulting from the award of the tender to the entities in the consortium/joint venture mentioned above.
- C. The entities constituting the consortium/joint venture, notwithstanding its composition, shall conduct all business under the name and style of:

 (Consortium/joint venture name)
- D. The entities to the consortium/joint venture accept joint and several liability with the parties above for the due fulfillment of the obligations of the consortium/joint venture deriving from, and in any way connected with, the contract to be entered into with the Department in respect of the tender mentioned above.
- E. Any of the entities to the consortium/joint venture intending to terminate the consortium/joint venture agreement, for whatever reason, shall give the Department 30 days written notice of such intention. Notwithstanding such decision to terminate, the entities shall remain jointly and severally liable to the Department for the due fulfillment of the obligations of the consortium/joint venture as mentioned under item D above.
- F. No entity to the consortium/joint venture shall, without the prior written consent of the other entities to the consortium and of the Department, cede any of its rights or assign any of its obligations under the consortium/joint venture agreement in relation to the contract with the Department referred to herein.
- G. The entities choose as domicilium citandi et executandi of the consortium/joint venture for all purposes arising from the consortium/joint venture agreement and the contract with the Department in respect of the tender mentioned above, the physical address and contact details as furnished on the first page of this Schedule.

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

WESTERN CAPE GOVERNMENT**Western Cape Nature Conservation Board****CEDERBERG NATURE RESERVE: ALGERIA: REPAIRS TO LOW WATER BRIDGE****SCHEDULE 2: Compulsory Enterprise Questionnaire**

Note: In the case of a consortium/joint venture, separate enterprise questionnaires as per this schedule in respect of each consortium/joint venture partner must be completed and submitted.

The tenderer must be shown to be tax compliant either via an attached printout of a CSD tax compliance verification report dated no more than one week prior to tender closing, or by attaching written proof by SARS of approved arrangements in terms of the tenderer's tax clearance

Section 1: Name of enterprise: Address of enterprise:																										
Section 2: VAT registration number, if any:																										
Section 3.1: CIDB registration number, if any: 	Section 3.2: CSD Registration Number: 																									
Section 4: Particulars of sole proprietors and partners in partnerships																										
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="padding: 5px;">Name*</th> <th style="padding: 5px;">Identity number*</th> <th style="padding: 5px;">Personal income tax number*</th> </tr> </thead> <tbody> <tr><td style="height: 20px;"></td><td></td><td></td></tr> <tr><td style="height: 20px;"></td><td></td><td></td></tr> <tr><td style="height: 20px;"></td><td></td><td></td></tr> <tr><td style="height: 20px;"></td><td></td><td></td></tr> <tr><td style="height: 20px;"></td><td></td><td></td></tr> <tr><td style="height: 20px;"></td><td></td><td></td></tr> <tr><td style="height: 20px;"></td><td></td><td></td></tr> </tbody> </table>	Name*	Identity number*	Personal income tax number*																							
Name*	Identity number*	Personal income tax number*																								
* Complete only if sole proprietor or partnership and append separate page if more than 6 partners																										
Section 5: Particulars of companies and close corporations Company registration number..... Close corporation number..... Tax reference number.....																										

Section 6: Record of service of the state

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

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

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

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

Append separate page if not enough space

Section 7: Record of spouses, children and parents in the service of the state

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

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

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

Append separate page if not enough space

- The undersigned, who warrants that he/she is duly authorised to do so on behalf of the enterprise:
- authorizes the *Client* to perform online or other tax verification procedures as necessary prior to tender award to ensure that the enterprise tax matters are in order;
 - confirms that neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;
 - confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;
 - confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest;
 - confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

AUTHORISED SIGNATURE OF TENDERER AS PER SCHEDULE 1 (TENDER OFFER SIGNATURE AND AUTHORITY OF SIGNATORY) OF THIS DOCUMENT SERVES AS SIGNATURE FOR THIS SCHEDULE

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

WESTERN CAPE GOVERNMENT**Western Cape Nature Conservation Board****CEDERBERG NATURE RESERVE: ALGERIA: REPAIRS TO LOW WATER BRIDGE****SCHEDULE 3: WCBD 6.1(a): PREFERENCE CERTIFICATE (80:20)****PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017 AND CODES OF GOOD PRACTICE**

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

NB: BEFORE COMPLETING THIS FORM, BIDDERS (TENDERERS) MUST STUDY THE BROAD BASED BLACK ECONOMIC EMPOWERMENT ACT AND THE CODES OF GOOD PRACTICE

1	DEFINITIONS
1.1	"acceptable tender" means any tender which, in all respects, complies with the specifications and conditions of tender as set out in the tender document.
1.2	"affidavit" is a type of verified statement or showing, or in other words, it contains a verification, meaning it is under oath or penalty of perjury, and this serves as evidence to its veracity and is required for court proceedings.
1.3	"all applicable taxes" includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
1.4	"B-BBEE" means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
1.5	"B-BBEE status level of contributor" means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
1.6	"bid" means a written offer on the official bid documents or invitation of price quotations and "tender" is the act of bidding /tendering; <i>(Therefore in the context of the 2017 regulations "bidder" and "tenderer" have the same meaning)</i>
1.7	"Code of Good Practice" means the generic codes or the sector codes as the case may be;
1.8	"consortium or joint venture" means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;
1.9	"contract" means the agreement that results from the acceptance of a bid by an organ of state;
1.10	"EME" is an Exempted Micro Enterprise with an annual total revenue of R10 million or less.
1.11	"Firm price" means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
1.12	"functionality" means the ability of a tenderer to provide goods or services in accordance with specification as set out in the tender documents;
1.13	"Large Enterprise" is any enterprise with an annual total revenue above R50 million;
1.14	"non-firm prices" means all prices other than "firm" prices;
1.15	"person" includes a juristic person;
1.16	"price" includes all applicable taxes less all unconditional discounts;
1.17	"proof of B-BBEE status level contributor" means- (a) The B-BBEE status level certificate issued by an authorized body or person;

- (b) A sworn affidavit as prescribed in terms of the B-BBEE Codes of Good Practice; or
 - (c) Any other requirement prescribed in terms of the Broad-Based Black Economic Empowerment Act.
- 1.18 **QSE** is a Qualifying Small Enterprise with an annual total revenue between R10 million and R50 million;
- 1.19 **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of the tender invitation;
- 1.20 **“sub-contract”** means the primary contractor's assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 1.21 **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000);
- 1.22 **“the Regulations”** means the Preferential Procurement Regulations, 2017;
- 1.23 **“total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 11 October 2013;
- 1.24 **“trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 1.25 **“trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

2 GENERAL CONDITIONS

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

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and B-BBEE must not exceed	100

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

3 ADJUDICATION USING A POINT SYSTEM

- 3.1 Subject to Regulation 11 of the Regulations, the bidder obtaining **the highest number of total points** will be awarded the contract.

- 3.2 A tenderer must submit proof of its B-BBEE status level of contributor in order to claim points for B-BBEE.
- 3.3 A tenderer failing to submit proof of B-BBEE status level of contributor or is a non-compliant contributor to B-BBEE will not be disqualified but will only score:
- (a) points out of 80 for price; and
 - (b) 0 points out of 20 for B-BBEE
- 3.4 Points scored must be rounded off to the nearest 2 decimal places.
- 3.5 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.6 When functionality is part of the evaluation process and two or more bids have scored equal total points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest points for functionality.
- 3.7 Should two or more bids be equal in all respects; the award shall be decided by the drawing of lots.

4 POINTS AWARDED FOR PRICE

4.1 THE 80/20 PREFERENCE POINT SYSTEM

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

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

P_s = Points scored for price of bid under consideration
 P_t = Price of tender under consideration
 P_{\min} = Price of lowest acceptable tender

5 POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

- 5.1 In terms of Regulation 6 (2) and 7 (2) of the Regulations preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

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

- 5.2 An **EME** must submit a valid, originally certified affidavit confirming annual turnover and level of black ownership or an affidavit issued by Companies Intellectual Property Commission
- 5.3 A **QSE that is less than 51% (50% or less) black owned** must be verified in terms of the QSE scorecard issued via Government Gazette and submit a valid, original or a legible certified copy of a B-BBEE Verification Certificate issued by SANAS.
- 5.4 A **QSE that is at least 51% black owned (51% or higher)** must submit a valid, originally certified affidavit confirming turnover and level of black ownership as well as declare its empowering status or an affidavit issued by Companies Intellectual Property Commission.

- 5.5 A **large enterprise** must submit a valid, original or originally certified copy of a B-BBEE Verification Certificate issued by a verification agency accredited by SANAS.
- 5.6 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.7 A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE status level verification certificate for every separate tender.
- 5.8 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.9 A tenderer may not be awarded points for B-BBEE status level of contributor if the bid documents indicate that the tenderer intends sub-contracting more than 25% of the value of the contract to any other person not qualifying for at least the points that such a tenderer qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 5.10 A tenderer awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level of contributor than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

6 BID DECLARATION

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

7 B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPH 5

- 7.1 B-BBEE Status Level of Contribution..... = *(maximum of 20 points)*

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or an affidavit confirming annual total revenue and level of black ownership in terms of the relevant sector code applicable to the tender.

8 SUB-CONTRACTING

- 8.1 Will any portion of the contract be sub-contracted? **YES / NO** *(delete which is not applicable)*
- 8.1.1 If yes, indicate:
- (i) what percentage of the contract will be subcontracted?%
 - (ii) the name of the sub-contractor?
 - (iii) the B-BBEE status level of the sub-contractor?
 - (iv) whether the sub-contractor is an EME or QSE? **YES / NO** *(delete which is not applicable)*

9 DECLARATION WITH REGARD TO COMPANY/FIRM

- 9.1 Name of company/ entity:
- 9.2 VAT registration number:
- 9.3 Company Registration number:
- 9.4 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBEE status level of contribution indicated in paragraph 7 above, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:
- (a) The Western Cape Government reserves the right to audit the B-BBEE status claim submitted by the bidder.
 - (b) As set out in Section 130 of the B-BBEE Act as amended, any misrepresentation constitutes a criminal offence. A person commits an offence if that person knowingly:

- (i) misrepresents or attempts to misrepresent the B-BBEE status of an enterprise;
 - (ii) provides false information or misrepresents information to a B-BBEE Verification Professional in order to secure a particular B-BBEE status or any benefit associated with compliance to the B-BBEE Act;
 - (iii) provides false information or misrepresents information relevant to assessing the B-BBEE status of an enterprise to any organ of state or public entity; or
 - (iv) engages in a fronting practice.
- (c) If a B-BBEE verification professional or any procurement officer or other official of an organ of state or public entity becomes aware of the commission of, or any attempt to commit any offence referred to in paragraph 9.1 (a) above will be reported to an appropriate law enforcement agency for investigation.
- (d) Any person convicted of an offence by a court is liable in the case of contravention of 9.4 (b) to a fine or to imprisonment for a period not exceeding 10 years or to both a fine and such imprisonment or, if the convicted person is not a natural person to a fine not exceeding 10% of its annual turnover.
- (e) The purchaser may, if it becomes aware that a bidder may have obtained its B-BBEE status level of contribution on a fraudulent basis, investigate the matter. Should the investigation warrant a restriction be imposed, this will be referred to the National Treasury for investigation, processing and imposing the restriction on the National Treasury's List of Restricted Suppliers. The bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, may be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied.
- (f) The purchaser may, in addition to any other remedy it may have –
- (i) disqualify the person from the bidding process;
 - (ii) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (iii) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation; and
 - (iv) forward the matter for criminal prosecution.
- (g) The information furnished is true and correct.
- (h) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 2 of this form.

AUTHORISED SIGNATURE OF TENDERER AS PER SCHEDULE 1 (TENDER OFFER SIGNATURE AND AUTHORITY OF SIGNATORY) OF THIS DOCUMENT SERVES AS SIGNATURE FOR THIS SCHEDULE

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

WESTERN CAPE GOVERNMENT**Western Cape Nature Conservation Board****CEDERBERG NATURE RESERVE: ALGERIA: REPAIRS TO LOW WATER BRIDGE****SCHEDULE 4: WCBD 4: DECLARATION OF INTERESTS, BIDDER'S PAST SUPPLY
CHAIN MANAGEMENT PRACTICES AND INDEPENDENT BID
DETERMINATION****DETERMINATION**

1. To give effect to the requirements of the Western Cape Procurement (Business Interest of Employees) Act No 8 of 2010, Practice Note 4 of 2006 Declaration of Bidders Past SCM Practices- (SDB8), Instruction note Enhancing Compliance Monitoring and Improving Transparency and Accountability in Supply Chain Management SBD 4 Declaration of Interest, Practice Note 2010 Prohibition of Restrictive practices SBD9, Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998 as amended together with its associated regulations, the Prevention and Combating of Corrupt Activities Act No 12 of 2004 and regulations pertaining to the tender defaulters register, Paragraph 16A9 of the National Treasury Regulations and/or any other applicable legislation.
2. All prospective bidders intending to do business with the Institution must be registered on the central procurement database on this prescribed form.
3. **Definitions**

"Bid" includes a price quotation, advertised competitive bid, limited bid or proposal

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

"business interest" means —

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

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

"CSD" means the Central Supplier Database maintained by National Treasury;

"employee" in relation to —

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

"entity" means any —

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

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

If you know of any corrupt, fraudulent or collusive actions in the Institution, please report it by calling the National Hotline 0800 701 701

This form must be completed annually. Should the information herein declared change in the course of the year or before the next renewal or in relation to any bid, quotation or contract, it is the entity's responsibility to advise the Institution in writing of the change in such details.

"Family member" means a person's —

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

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

"Institution" means —

A provincial department or provincial public entity listed in Schedule 3C of the Act;

"Provincial Government Western Cape (PGWC)" means

- (a) the Institution of the Western Cape, and
- (b) a provincial public entity;

"RWOPS" means — Remunerative Work Outside the Public Service

"spouse" means a person's —

- (a) partner in marriage or civil union according to legislation;
- (b) partner in a customary union according to indigenous law; or
- (c) partner in a relationship in which he or she cohabits and who is publicly acknowledged by the person as his or her life partner or permanent companion;

4. Regulation 13(c) of the Public Service Regulations (PSR) 2016, effective 1 February 2017, prohibits any employee from conducting business with an organ of state, or holding a directorship in a public or private company doing business with an organ of state unless the employee is a director (in an official capacity) of a company listed in schedules 2 and 3 of the Public Finance Management Act.
 - a) Therefore, by 31 January 2017 all employees who are conducting business with an organ of state should either have:
 - i. resigned as an employee of the government institution or;
 - ii. cease conducting business with an organ of state or;
 - iii. resign as a director/ shareholder/ owner/ member of an entity that conducts business with an organ of state.
5. Any legal person, or their family members, may make an offer or offers in terms of this invitation to bid. In view of potential conflict of interest, in the event that the resulting bid, or part thereof, be awarded to family members of persons employed by an organ of state, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where the bidder is employed by the Institution.
6. The bid of any bidder may be disregarded if that bidder or any of its directors have abused the institution's supply chain management system; committed fraud or any other improper conduct in relation to such system; or failed to perform on any previous contract.
7. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging). Collusive bidding is a per se prohibition meaning that it cannot be justified under any grounds.
8. Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorises accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.

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This form must be completed annually. Should the information herein declared change in the course of the year or before the next renewal or in relation to any bid, quotation or contract, it is the entity's responsibility to advise the Institution in writing of the change in such details.

9. Communication between partners in a joint venture or consortium will not be construed as collusive bidding.
10. In addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

SECTION A: DETAILS OF THE ENTITY

A1.	CSD Registration Number	MAAA _____
A2	Name of the Entity	
A3.	Entity registration Number (where applicable)	
A4.	Entity Type	
A5.	Tax Reference Number	

A5. Full details of directors, shareholder, member, partner, trustee, sole proprietor or any persons with a right or entitlement to share in profits, revenue or assets of an entity, of the entity should be disclosed in the Table A below.

TABLE A

FULL NAME	DESIGNATION <i>(Where a director is a shareholder, both should be confirmed.)</i>	IDENTITY NUMBER	PERSONAL TAX REFERENCE NO.	PERCENTAGE INTEREST IN THE ENTITY

(if not enough space, attach additional pages)

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SECTION B: DECLARATION OF THE BIDDER'S INTEREST

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

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

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

TABLE B

Details of persons connected with the bidder who are employees of the Institution as defined should be disclosed in Table B below.

FULL NAME OF EMPLOYEE	IDENTITY NUMBER	DEPARTMENT/ ENTITY OF EMPLOYMENT	DESIGNATION / RELATIONSHIP TO BIDDER**	INSTITUTION EMPLOYEE NO./PERSAL NO. (Indicate if not known)

(if not enough space, attach additional pages)

If you know of any corrupt, fraudulent or collusive actions in the Institution, please report it by calling the National Hotline 0800 701 701

This form must be completed annually. Should the information herein declared change in the course of the year or before the next renewal or in relation to any bid, quotation or contract, it is the entity's responsibility to advise the Institution in writing of the change in such details.

SECTION C: PERFORMANCE MANAGEMENT AND BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES*To enable the prospective bidder to provide evidence of past and current performance.*

C1. Did the entity conduct business with an organ of state in the last twelve months?
(If yes complete Table C)

NO	YES
----	-----

C2.
TABLE C

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

NAME OF CONTRACTOR	PROVINCIAL DEPARTMENT OR PROVINCIAL ENTITY	TYPE OF SERVICES OR COMMODITY	CONTRACT / ORDER NUMBER	PERIOD OF CONTRACT	VALUE OF CONTRACT

(if not enough space, attach additional pages)

C3. Is the entity or its principals listed on the National Database as companies or persons prohibited from doing business with the public sector?

NO	YES
----	-----

C4. Is the entity or its principals listed on the National Treasury Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No. 12 of 2004)?
(To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445.)

NO	YES
----	-----

C5. If yes to C3 or C4, were you informed in writing about the listing on the database of restricted suppliers or Register for Tender Defaulters by National Treasury?

NO	YES
----	-----

C6. Was the entity or persons listed in Table A convicted for fraud or corruption during the past five years in a court of law (including a court outside the Republic of South Africa)?

NO	YES
----	-----

C7 Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?

NO	YES
----	-----

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This form must be completed annually. Should the information herein declared change in the course of the year or before the next renewal or in relation to any bid, quotation or contract, it is the entity's responsibility to advise the Institution in writing of the change in such details.

SECTION D: DULY AUTHORISED REPRESENTATIVE TO DEPOSE TO AFFIDAVIT

See reference to authorised signature below.

**AUTHORISED SIGNATURE OF TENDERER AS PER SCHEDULE 1 (TENDER OFFER SIGNATURE AND
AUTHORITY OF SIGNATORY) OF THIS DOCUMENT SERVES AS SIGNATURE FOR THIS SCHEDULE**

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

***If you know of any corrupt, fraudulent or collusive actions in the Institution, please report it by
calling the National Hotline 0800 701 701***

This form must be completed annually. Should the information herein declared change in the course of the year or before the next renewal or in relation to any bid, quotation or contract, it is the entity's responsibility to advise the Institution in writing of the change in such details.

WESTERN CAPE GOVERNMENT
Western Cape Nature Conservation Board
CEDERBERG NATURE RESERVE: ALGERIA: REPAIRS TO LOW WATER BRIDGE

SCHEDULE 5: Addenda / Notice(s) issued to tenderers

We confirm that the following communications / addenda / notice(s) to tenderers received from the *Client* before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer (If no addenda/notices mark schedule NIL, if not enough space, attach additional pages):

ADDENDUM No	DATE	SUBJECT MATTER OF ADDENDUM / NOTICE

Documentary evidence of addenda / notices issued to tenderers indicating proof of receipt must accompany this Schedule.

AUTHORISED SIGNATURE OF TENDERER AS PER SCHEDULE 1 (TENDER OFFER SIGNATURE AND AUTHORITY OF SIGNATORY) OF THIS DOCUMENT SERVES AS SIGNATURE FOR THIS SCHEDULE

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

WESTERN CAPE GOVERNMENT

Western Cape Nature Conservation Board

CEDERBERG NATURE RESERVE: ALGERIA: REPAIRS TO LOW WATER BRIDGE

SCHEDULE 6: Schedule of work experience

The tenderer must provide in the spaces provided below a list of the last five completed contracts of a similar nature as this tender which were awarded to him, as well as those currently being undertaken. This information is subject to verification and tenderers must note that the adequacy of the contractor's work experience will be material in the *Client's* risk assessment for awarding this contract.

COMPLETED CONTRACTS			
CLIENT (NAME, TEL No and FAX No)	NATURE OF WORK	VALUE (R)	DATE COMPLETED

(Append separate page if not enough space)

CURRENT CONTRACTS			
CLIENT (NAME, TEL No and FAX No)	NATURE OF WORK	VALUE (R)	ANTICIPATED COMPLETION DATE

(Append separate page if not enough space)

**AUTHORISED SIGNATURE OF TENDERER AS PER SCHEDULE 1 (TENDER OFFER SIGNATURE AND
AUTHORITY OF SIGNATORY) OF THIS DOCUMENT SERVES AS SIGNATURE FOR THIS SCHEDULE**

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



WESTERN CAPE GOVERNMENT

Western Cape Nature Conservation Board

CEDERBERG NATURE RESERVE: ALGERIA: REPAIRS TO LOW WATER BRIDGE

NEC4 ENGINEERING AND CONSTRUCTION SHORT CONTRACT (ECSC4)

16B – Delivery & Maintenance of Infrastructure

A contract between the Department of Transport and Public Works

and

Name of Contractor:

The Contract

Compiled in accordance with CIDB Standard for Uniformity in Engineering and Construction Works Contracts (August 2019)

Part C1: Agreement and Contract Data	Page 38
C1.1 Form of Offer and Acceptance	Page 39
C1.2 Contract Data	Page 43
Part C2: Pricing Data	Page 49
C2.1 Pricing assumptions & instructions	Page 50
C2.2 Pricing schedule	Page 53
Part C3: Scope of work	Page 55
Scope	Page 56
Part C4: Site Information	Page 107
Appendix: Drawings, schematics & annexures	Page 109

NOTE: The complete contract documentation comprises the following:

- This document, from and including page 1 forward, up to and including the last page (page 109) in this document page count;
- All items included by reference or otherwise in this document;
- All addenda/notices issued by the *Client* to tenderers prior to tender closing;
- All deviations included in the Schedule of Deviations on page 41 of this document;
- All additional pages appended by the tenderer to returnable Contract Schedules which are accepted by the *Client*.

WESTERN CAPE GOVERNMENT**Western Cape Nature Conservation Board****CEDERBERG NATURE RESERVE: ALGERIA: REPAIRS TO LOW WATER BRIDGE**

Part C1: Agreement and Contract Data	
C1.1 Form of Offer and Acceptance	Page 39
Schedule 7: Form of Offer and Acceptance	Page 39
C1.2 Contract Data	Page 43
Contract Data Part One	Page 43
Schedule 8: Contract Data Part Two	Page 48

WESTERN CAPE GOVERNMENT**Western Cape Nature Conservation Board****CEDERBERG NATURE RESERVE: ALGERIA: REPAIRS TO LOW WATER BRIDGE****C1.1 Form of Offer and Acceptance****SCHEDULE 7 : C1.1 Form of Offer and Acceptance****The Contractor's Offer**

The *Client*, identified in the Acceptance signature block, has solicited offers to enter into a contract for the procurement of: **Tender No: WCNCB07/09/2021: CEDERBERG NATURE RESERVE: ALGERIA: REPAIRS TO LOW WATER BRIDGE**

The tenderer, identified in the offer signature block, has examined the documents listed in the Tender Data and addenda thereto as listed in the returnable schedules, and by submitting this offer has accepted the Conditions of Tender.

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

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

.....

.....Rand (in words);

R..... (in figures).

This offer may be accepted by the *Client* by signing the *Client's* Acceptance and returning one copy of this document to the tenderer before the end of the period of validity stated in the Tender Data, whereupon the tenderer becomes the party named as the *Contractor* in the *conditions of contract* identified in the Contract Data.

For the tenderer:

AUTHORISED SIGNATURE OF TENDERER AS PER SCHEDULE 1 (TENDER OFFER SIGNATURE AND AUTHORITY OF SIGNATORY) OF THIS DOCUMENT SERVES AS SIGNATURE FOR THIS SCHEDULE

Tenderer MUST complete the following:

CIDB Reg No.....

CSD Reg No.....

WCSEB Reg No.....

B-BBEE Status Level.....

Name of organisation **as per Schedule 1**

Name and capacity of signatory **as per Schedule 1**

Address of organisation **as per Schedule 1**

The *Client's* Acceptance

By signing this Acceptance, the *Client* identified below accepts the tenderer's offer. In consideration thereof, the *Client* shall pay the *Contractor* the amount due in accordance with the *conditions of contract* identified in the Contract Data. Acceptance of the tenderer's offer shall form an Agreement between the *Client* and the tenderer upon the terms and conditions contained in this Agreement and in the contract that is the subject of this Agreement.

The terms of the contract, are contained in:

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

and drawings, schedules and documents or parts thereof, which may be incorporated by reference into Parts C1 to C4 above.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto as listed in the tender schedules as well as any changes to the terms of the offer agreed by the tenderer and the *Client* during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this Agreement. No amendments to or deviations from said documents are valid unless contained in this schedule.

The tenderer shall arrange for the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of this contract. Failure to fulfil any of these obligations in accordance with the terms stipulated, shall constitute a repudiation of this Agreement.

This Agreement comes into effect on the *starting date* as stated in the Contract Data.

For the *Client*: **WESTERN CAPE GOVERNMENT**

WESTERN CAPE NATURE CONSERVATION BOARD t/a CAPENATURE

PGWC Shared Services Centre
Cnr/Bosduif/Volstruis Str
BRIDGETOWN
7764

SIGNATURE OF <i>Client</i>

Name:

Capacity:

Name and signature of witness:

.....

Date:

Schedule of Deviations

(Append separate page if not enough space)

1 Subject:

Details:

.....

2 Subject:

Details:

.....

3 Subject:

Details:

.....

4 Subject:

Details:

.....

5 Subject:

Details:

.....

By the duly authorized representatives signing this Agreement, the *Client* and the tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the Tender Data and addenda thereto as listed in the tender schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the tenderer and the *Client* during this process of offer and acceptance.

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

For the Tenderer:

AUTHORISED SIGNATURE OF TENDERER (Only required if the Schedule of Deviations contains entries)

Name:

Capacity:

Name and address of organisation:

.....

Name and signature of witness:

.....

Date:

For the Client: WESTERN CAPE GOVERNMENT**WESTERN CAPE NATURE CONSERVATION BOARD t/a CAPENATURE**

PGWC Shared Services Centre

Cnr/Bosduif/Volstruis Str

BRIDGETOWN

7764

SIGNATURE OF Client (Only required if the Schedule of Deviations contains entries)

Name:

Capacity:

Name and signature of witness:

.....

Date:

Number of additional pages appended by the tenderer to this schedule:(If nil, enter NIL).

WESTERN CAPE GOVERNMENT**Western Cape Nature Conservation Board****CEDERBERG NATURE RESERVE: ALGERIA: REPAIRS TO LOW WATER BRIDGE****Contract Data****C1.2 Contract Data Part One****Data provided by the Client**

Clause	Contract Data												
1 General	The <i>conditions of contract</i> are the clauses of, and additional conditions to, the NEC4 Engineering and Construction Short Contract (June 2017) , available from ECS Associates (tel 011-803-3008, email admin@ecs.co.za), tenderers to obtain copies at their own cost.												
Clause 10.1	<p>The <i>Client</i> is</p> <table border="1"> <tr> <td>Name:</td><td>WESTERN CAPE NATURE CONSERVATION BOARD t/a CAPENATURE WESTERN CAPE GOVERNMENT</td></tr> <tr> <td>Address Line 1</td><td>PGWC Shared Services Centre</td></tr> <tr> <td>Address Line 2</td><td>Cnr/Bosduif/Volstruis Str</td></tr> <tr> <td>Address Line 3</td><td>BRIDGETOWN</td></tr> <tr> <td>Postal Code:</td><td>7764</td></tr> <tr> <td>Email address:*</td><td>patrick@nnvs.co.za</td></tr> </table> <p>* Address for electronic communications</p> <p>The address for electronic communications is as above or as may be notified in writing to the <i>Contractor</i> from time to time during execution of the contract.</p>	Name:	WESTERN CAPE NATURE CONSERVATION BOARD t/a CAPENATURE WESTERN CAPE GOVERNMENT	Address Line 1	PGWC Shared Services Centre	Address Line 2	Cnr/Bosduif/Volstruis Str	Address Line 3	BRIDGETOWN	Postal Code:	7764	Email address:*	patrick@nnvs.co.za
Name:	WESTERN CAPE NATURE CONSERVATION BOARD t/a CAPENATURE WESTERN CAPE GOVERNMENT												
Address Line 1	PGWC Shared Services Centre												
Address Line 2	Cnr/Bosduif/Volstruis Str												
Address Line 3	BRIDGETOWN												
Postal Code:	7764												
Email address:*	patrick@nnvs.co.za												
Clause 11.2(1)	The <i>works</i> are Tender No WCNCB07/09/2021: CEDERBERG NATURE RESERVE: ALGERIA: REPAIRS TO LOW WATER BRIDGE.												
Clause 11.2(15)	The Scope is in Part C3: Scope of Work in this document.												
Clause 11.2(16)	The <i>site</i> is as described in the Site Information of this document.												
Clause 13.2	The <i>period for reply</i> is 2 weeks .												
Clause 16.1	The <i>Client</i> gives access to the <i>site</i> within 4 weeks of the starting date, subject to receipt of all the required information and documents as stated in the letter of notification of appointment of the Contractor by the Client. A delay by the <i>Contractor</i> to provide the required information and documents to the satisfaction of the <i>Client</i> within 4 weeks of the <i>starting date</i> will delay access, and is not a compensation event.												
3 Time													

Clause	Contract Data
Clause 30.1	The <i>starting date</i> is the date of receipt of the letter of notification of appointment of the Contractor issued by the Client (in the case of email notification the date on which the email is sent by the <i>Client</i>).
Clause 30.1	The <i>completion date</i> for the whole of the works is the date following 24 weeks after the starting date , which includes a period of 4 weeks for the <i>Contractor</i> to provide the <i>Client</i> with the necessary bonds, guarantees, insurance certificates, OHS plan, and other information required by this contract. The period of 4 weeks includes one week for the <i>Client</i> to assess and process the submitted documentation.
4 Quality management	
Clause 41.1	The <i>defects date</i> is 52 weeks after Completion.
Clause 42.3	The <i>defect correction period</i> is 2 weeks .
5 Payment	
Clause 50.1	The <i>assessment day</i> is the last day of each month.
Clause 50.6	The <i>delay damages</i> are R1300 per day .
Clause 50.7	The <i>retention</i> is 5% (five percent) excluding VAT of the contract value , attained by payment reduction of 10% (ten percent) of the value certified in payment certificates until the <i>retention</i> amount is reached.
Clause 51.1	Delete the first sentence of Clause 51.1 and replace with the following: The <i>Client</i> certifies a payment within one week of the assessment day. The <i>Contractor</i> prepares a tax invoice for the exact amount certified by the <i>Client</i> . The <i>Contractor</i> submits the tax invoice together with the corresponding payment certificate to the <i>Client</i> for payment. Incomplete and incorrect payment submissions are returned within one week to the <i>Contractor</i> for correction. Payment is made within thirty days of receipt of a complete and correct <i>Contractor's</i> payment submission.
8 Liabilities and insurance	
Clause 82.4	For any one event, the liability of the <i>Contractor</i> to the <i>Client</i> for loss of or damage to the <i>Client's</i> property is limited to R3 000 000 (three million rand) ..
Clause 83.3	The minimum amount of cover for the third insurance stated in the Insurance Table is R2 000 000 (two million rand) .
Clause 83.3	The minimum amount of cover for the fourth insurance stated in the Insurance Table is R10 000 000 (ten million rand) .
9 Termination and resolving disputes	

Clause	Contract Data
Clause 93.1	The <i>Adjudicator</i> is the person selected by the Parties as follows: A Party may at any time notify the other Party of the names of two persons chosen from the panel of NEC <i>Adjudicators</i> set up by the Joint Civils Division of the Institution of Civil Engineers (ICE)(UK) and the South African Institution for Civil Engineering (SAICE) (see www.jointcivils.co.za) whose availability to act as the <i>Adjudicator</i> , has been confirmed by the notifying Party. The other party selects one of the two persons chosen to be the <i>Adjudicator</i> within the <i>period for reply</i> of receiving the notice, failing which the person chosen by the notifying Party will be the <i>Adjudicator</i> . The Parties appoint the <i>Adjudicator</i> under the NEC4 <i>Adjudicator's Contract</i> , June 2017.
Clause 93.2(2)	The <i>Adjudicator nominating body</i> is The Chairman of the Joint Civils Division of the Institution of Civil Engineers (ICE)(UK) and the South African Institution for Civil Engineering (SAICE) (see www.jointcivils.co.za).
Clause 93.4	The <i>tribunal</i> is arbitration . The arbitration procedure is as set out in the Rules of the Arbitration Foundation of Southern Africa .
Z Additional conditions of contract	
Clause Z1	No clause
Clause Z2	Identified and defined terms The Contract Date is the date this contract came into existence.
Clause Z3	Acts or omissions by mandataries In terms of Section 37(2) of the Occupational health and Safety Act of 1993 (Act 85 of 1993), the <i>Contractor</i> hereby agrees that the <i>Client</i> is relieved of any and all of its liabilities in terms of Section 37(1) of this Act in respect of any acts or omissions of the <i>Contractor</i> and his employees to the extent permitted by this Act, and that this contract comprises the written agreement between the <i>Client</i> and the <i>Contractor</i> contemplated in section 37(2).
Clause Z4	Maintenance of mandatory registrations The <i>Contractor</i> ensures that his registrations with the Construction Industry Development Board (CIDB) and as a supplier on the Western Cape Supplier Evidence Bank (WCSEB) and the Central Supplier Database (CSD) are maintained until the Completion of the whole of the works.
Clause Z5	Compliance with good labour practice The <i>Contractor</i> is registered with, and provides a Certificate of Compliance issued by, the Building Industry Bargaining Council (BIBC) in terms of clause 6A of the Collective Agreement as published in the Government Gazette No 25769 dated 28 November 2003. The <i>Contractor</i> complies with all BIBC requirements in terms of registration and remuneration of employees in the Working Areas, and remains in good standing with the BIBC during the execution of the contract.

Clause	Contract Data
Clause Z6	<p>Participation in the Expanded Public Works Programme (EPWP)</p> <p>The <i>Contractor</i> participates in the Western Cape Government Expanded Public Works Programme (EPWP) to give feedback during execution of the works or service in terms of a monthly return of the EPWP feedback form providing details of the number of workers employed under this contract for the preceding month, which includes the details for subcontractors' employees, if any. A pro forma of this form is provided in digital format (Excel spreadsheet) upon commencement of the contract. No monthly invoice is approved without inclusion of the EPWP feedback form in any payment submission. If no EPWP workers were employed, a NIL return is submitted.</p> <p>When any EPWP worker is registered to work under this contract for the first time, a certified true copy of the worker's Identity Document is submitted with the feedback form for that month. Any type of stamp can be used with the following wording or something similar to the same effect: "Certified a true copy of the original which bears no noticeable evidence of unauthorised alterations". Certification is made only to confirm that the copy is unaltered from the original ID document presented by the worker. It is neither the <i>Client's</i> nor the <i>Contractor's</i> responsibility or competency to certify that ID documents presented are authentic and legally valid.</p>
Clause Z7	No clause
Clause Z8	<p>Performance bond</p> <p>The <i>Contractor</i> gives the <i>Client</i> a performance bond, provided by a bank or insurer which the <i>Client</i> has accepted, for the amount stated in the Contract Data and in the form set out in the Scope. Insurers must be duly registered in terms of the Short-Term Insurance Act 1998 (Act 35 of 1998) and banks must be duly registered in terms of the Banks Act, 1990 (Act 94 of 1990). No alterations or amendments of the wording of the form of the performance bond will be accepted. A reason for not accepting the bank or insurer is that its commercial position is not strong enough to carry the bond. If the bond was not given by the <i>starting date</i> it is given to the <i>Client</i> within four weeks of the <i>starting date</i>. The <i>Contractor</i> does not start work before acceptance of the bond by the <i>Client</i>. Alternatively, a cash deposit of the same amount is also acceptable as a performance bond.</p> <p>The amount of the performance bond is 10% (ten percent) of the contract value excluding VAT.</p> <p>The form of the performance bond is the pro forma performance guarantee in the Scope.</p>
Clause Z9	<p>No gifts/tokens/invitations from the <i>Contractor</i> to <i>Client's</i> officials</p> <p>Although there are formal prescripts and mechanisms in place to regulate and record the receipt of small tokens/gifts/invitations from contractors and service providers, officials of the <i>Client</i> are actively discouraged from accepting any such gifts/tokens/invitations. In terms of this contract, the <i>Contractor</i> shall not offer any gift/token/invitation which carries any monetary benefit, irrespective of value, directly or indirectly, to any official in the <i>Client's</i> service, before or after completion of this contract.</p>
Clause Z10	No clause

Clause	Contract Data
Clause Z11	<p>Non-working days and the December/January builders' break</p> <p>Non-working days stated herein are added to delays to the Completion Date assessed due to compensation events.</p> <p>Inclusion or exclusion of the annual December/January builders' break in determining and influencing the Completion Date set at the Contract Date is as stated herein, omission of which means EXCLUSION by default.</p> <p>If Completion is delayed until after the start of the builders' break, the full period of the builders' break is added in addition to delays to the Completion Date due to compensation events only if</p> <ul style="list-style-type: none"> the annual builders' break was EXCLUDED when setting the Completion Date at the Contract Date, and the delay to Completion is not the <i>Contractor's</i> fault. <p>If either Party issues a communication in terms of this contract to the other at any time during the builders' break, the <i>period for reply</i> is extended by the remainder of the period of the builders' break at the time of the communication.</p> <p>Saturdays, Sundays and National public holidays of the Republic of South Africa are non-working days when assessing delays to the Completion Date due to compensation events.</p> <p>The full period of the annual builders' break of approximately 4 weeks in December/January during execution of this contract is INCLUDED in the Completion Date as set at the Contract Date and will NOT be added to any other delays due to compensation events.</p>
Clause Z12	No clause
Clause Z13	The <i>Contractor</i> provides this additional insurance to the insurances listed in the Insurance Table: A Coupon Policy for Special Risks Insurance issued by the South African Special Risks Insurance Association (SASRIA).
Clause Z14	No clause
Clause Z15	No clause
Clause Z16	<p>Payment of subcontractors by the <i>Contractor</i></p> <p>The <i>Contractor</i> pays a subcontractor within one week for all subcontracted work which in terms of this contract has been certified and paid to the <i>Contractor</i>.</p>
Clause Z17	No clause
Clause Z18	No clause
Clause Z19	<p>Cost of preparation of quotations for compensation events</p> <p>All costs associated with the preparation of quotations for compensation events for this contract are the <i>Contractor's</i> risk and are not reimbursable by the <i>Client</i>.</p>
Clause Z20	<p><i>Contractor's</i> site attendance register</p> <p>The <i>Contractor</i> keeps an attendance register detailing identity, sign-in and sign-out by all people entering the site or location where the works is provided, details of which are made available to the <i>Client</i> upon request.</p>

WESTERN CAPE GOVERNMENT**Western Cape Nature Conservation Board****CEDERBERG NATURE RESERVE: ALGERIA: REPAIRS TO LOW WATER BRIDGE****Contract Data****C1.2 Contract Data Part Two****SCHEDULE 8: Data provided by the Contractor**

Clause	Contract Data														
1 General															
Clause 10.1	<p>The Contractor is</p> <table border="1"> <tr> <td>Name:</td><td></td></tr> <tr> <td>Address Line 1</td><td></td></tr> <tr> <td>Address Line 2</td><td></td></tr> <tr> <td>Address Line 3</td><td></td></tr> <tr> <td>Postal Code:</td><td></td></tr> <tr> <td>Contact no:</td><td></td></tr> <tr> <td>Email address*:</td><td></td></tr> </table> <p>* Address for electronic communications</p>	Name:		Address Line 1		Address Line 2		Address Line 3		Postal Code:		Contact no:		Email address*:	
Name:															
Address Line 1															
Address Line 2															
Address Line 3															
Postal Code:															
Contact no:															
Email address*:															
Clause 11.2(6)	The <i>published list of Equipment</i> is the last edition of the list published by the Contractor's Plant Hire Association in their publication Hire SA in Africa (tel 011-293-7457).														
Clause 11.2(6)	The <i>percentage for adjustment for Equipment</i> is 10%.														
Clause 11.2(8)	The <i>fee percentage</i> is 10%.														
Clause 11.2(10)	The <i>people rates</i> are in the Price List in Part C2: Pricing Data of this document.														
Clause 11.2(13)	The Price List is in Part C2: Pricing Data of this document														

AUTHORISED SIGNATURE OF TENDERER AS PER SCHEDULE 1 (TENDER OFFER SIGNATURE AND AUTHORITY OF SIGNATORY) OF THIS DOCUMENT SERVES AS SIGNATURE FOR THIS SCHEDULE
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Number of additional pages appended by the tenderer to this Schedule:(If nil, enter NIL).

WESTERN CAPE GOVERNMENT**Western Cape Nature Conservation Board****CEDERBERG NATURE RESERVE: ALGERIA: REPAIRS TO LOW WATER BRIDGE**

Part C2: Pricing Data	
C2.1 Pricing assumptions & instructions	Page 50
C2.2 Pricing schedule	Page 53
Schedule 9: Pricing Summary	Page 53
Schedule 10: Price List	Page 54

WESTERN CAPE GOVERNMENT**Western Cape Nature Conservation Board****CEDERBERG NATURE RESERVE: ALGERIA: REPAIRS TO LOW WATER BRIDGE****C2.1 Pricing assumptions & instructions****Pricing assumptions & instructions****1. GENERAL**

- 1.1 It will be assumed that prices included in the pricing schedule are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders. (Refer to www.stanza.org.za or www.iso.org for information on standards).
- 1.2 The *Contractor* is paid for completed work i.e. work without Defects. This is a re-measurement contract and the Price List comprises only items measured in terms of the standard method of measurement using quantities and rates or stated as lump sums. Value related items are not used. Time related items are items measured using rates where the rate is a unit of time.
- 1.3 The method of measurement is according to the Sixth Edition of the Standard System of Measuring Builder's Work, amended 1999, published by the Association of South African Quantity Surveyors as well as the Model Preambles for Trades (2008 Edition) as recommended and published by the Association of South African Quantity Surveyors, and, where applicable, the latest release of the Civil Engineering Standard Method of Measurement: South African Edition.
- 1.4 Use is made of method related charges for Equipment applied to Providing the Works based on durations shown in the Accepted Programme (if applicable), fixed charges for the use of Equipment that is required throughout the construction phase, time related charges for people working in a supervisory capacity for the period required, and lump sum charges for other facilities or services not directly related to performing work items typically included in other parts of the Price List.
- 1.5 The Price List needs to be read in conjunction with the drawings identified in the Scope.
- 1.6 In the event of any ambiguity or inconsistency between the statements in the *method of measurement* and this section, the interpretation given in these pricing assumptions, the latter shall prevail.
- 1.7 The units of measurement described in the Price List are metric units abbreviated as follows:

Abbreviation	Unit
%	percent
h	hour
ha	hectare
kg	kilogram
kl	kilolitre
km	kilometre
km-pass	kilometre-pass
kPa	kilopascal
kW	kilowatt
l	litre
m	metre
mm	millimetre
m ²	square metre
m ² -pass	square metre pass

Abbreviation	Unit
m ³	cubic metre
m ³ -km	cubic metre-kilometre
MN	meganewton
MN.m	meganewton-metre
MPa	megapascal
No.	number
Prov sum	provisional sum
PC-sum	prime cost sum
R/only	Rate only
sum	Lump sum
t	ton (1000kg)
W/day	Work day

- 1.8 For the purpose of the Price List, the following words have the meanings hereby assigned to them:
- Unit: The unit of measurement for each item of work as defined in the relevant Standards or Specifications stated in the Scope of this document.
- Quantity: The number of units of work for each item.
- Rate: The agreed payment per unit of measurement.
- Price: The product of the quantity and the agreed rate for an item, or an agreed amount for an item, the extent of which is described in the Price List but the quantity of work of which is not measured in any units.
- 1.9 Descriptions in the Price List are abbreviated and comply generally with those in the Standards or Specifications stated in Scope of this document.
- 1.10 Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance has been made in the quantities for waste.
- 1.11 The Prices and rates stated for each item in the Price List shall be treated as being fully inclusive of all work, risks, liabilities, obligations, overheads, profit and everything necessary as incurred or required by the *Contractor* in carrying out or providing that item.
- 1.12 An item against which no Price is entered will be treated as covered by other Prices or rates in the Price List.
- 1.13 All Prices in the Price List exclude VAT, while the total of Prices reflected in the *Contractor's* Offer includes VAT.
- 1.14 Where the Scope requires detailed shop drawings and designs or other information to be provided, all costs associated therewith are deemed to have been provided for and included in the unit rates and Prices tendered for such items.
- 1.15 Those parts of the contract to be constructed using labour-intensive methods (if applicable) have been marked as such in the pricing schedule and Scope. The works, or parts of the works so designated are to be constructed using labour-intensive methods only, and pricing for such items must make provision for this accordingly. The use of equipment to provide such works, other than Equipment specifically provided for in the Scope, is not allowed and in contravention of the contract. The items designated as labour-intensive are not necessarily an exhaustive list of all the activities which must be done labour-intensively, and this instruction does not override any of the requirements in the general labour-intensive specification in the Scope.

2. COMPENSATION EVENTS

- 2.1 Payment for items in the Price List which are associated with any budgetary allowances, provisional sums and prime costs are dealt with in the same manner as payment for compensation events, i.e. Defined Cost plus the percentage/s for overheads and profit as stated in the Contract Data.

3. THE TOTAL FINANCIAL OFFER FOR THIS TENDER

- 3.1 The financial offer of this tender is the total price reflected in the Pricing Summary of the Price List and, subsequently, in the *Contractor's Offer*.

4. MATERIAL CONFLICT WITH CONDITIONS OF CONTRACT

- 4.1 PLEASE NOTE: If anything in this Price List materially contradicts or is in conflict with any stipulation in the *conditions of contract*, the stipulation in the *conditions of contract* shall prevail.

WESTERN CAPE GOVERNMENT**Western Cape Nature Conservation Board****CEDERBERG NATURE RESERVE: ALGERIA: REPAIRS TO LOW WATER BRIDGE****C2.2 Pricing schedule****SCHEDULE 9: Pricing Summary****TOTAL PRICE OFFER FOR THIS CONTRACT**

The total price offer, EXCLUSIVE of VAT for all work specified in the Price List, is as follows:

Price carried from Price List Section 1:	R.....
Price carried from Price List Section 2:	R.....
Price carried from Price List Section 3:	R.....
Price carried from Price List Section 4:	R.....
Price carried from Price List Section 5:	R.....
Price Carried from Price List Section 6:	R.....
Sub-total	R.....
Add Provision for Compensation Events at 20%	R.....
Sub-total	R.....
Add VAT at 15%	R.....
TOTAL PRICE OFFER:	R.....

This total price offer is to be carried over to C1.1: Form of Offer and Acceptance on page 39 of this document.

AUTHORISED SIGNATURE OF TENDERER AS PER SCHEDULE 1 (TENDER OFFER SIGNATURE AND AUTHORITY OF SIGNATORY) OF THIS DOCUMENT SERVES AS SIGNATURE FOR THIS SCHEDULE
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Number of additional pages appended by the tenderer to this Schedule:(If nil, enter NIL).

WESTERN CAPE GOVERNMENT**Western Cape Nature Conservation Board****CEDERBERG NATURE RESERVE: ALGERIA: REPAIRS TO LOW WATER BRIDGE****C2.2 Pricing schedule****SCHEDULE 10: Price List**

The Price List for this contract **is in Annexure 1 in the Appendix** to this document, and consists of the following sections:

- Section 1: Preliminary & General
- Section 2: Site Clearance
- Section 3: Earthworks
- Section 4: Gabions & Pitching
- Section 5: Concrete
- Section 6: Roadworks

IMPORTANT: Please note the following:

1. Ensure that the fully priced Price List is returned with your bid submission. Failure to do so will invalidate your tender.
2. Ensure that the pricing totals in the Price List are carried as appropriate to the Pricing Summary on page 53 of this document, and the total of the Prices from there to the Form of Offer and Acceptance on page 39 of this document. Failure to do so will invalidate your tender.
3. Please check the Tender Data (Clause C.2.10.5) for the requirements pertaining to submission of the priced document, and ensure that you comply with the stipulations thereof. Failure to comply will invalidate your tender.
4. All information given in the Scope must be taken into account for pricing. Unrealistic pricing in terms of the envisaged work will render your tender high-risk, and may therefore be ineligible for award.
5. All items in the Price List are to be priced EXCLUSIVE of VAT.
6. All items in the Price List must be priced. Non-priced items may render your bid invalid – please see the Tender Data (Clause C.2.14) for details.

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

WESTERN CAPE GOVERNMENT

Western Cape Nature Conservation Board

CEDERBERG NATURE RESERVE: ALGERIA: REPAIRS TO LOW WATER BRIDGE

Part C3: Scope of Work

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Preamble to Scope	Page 56
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2. List of drawings, schematics & annexures	Page 58
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4. Constraints on Providing the Works	Page 60
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WESTERN CAPE GOVERNMENT**Western Cape Nature Conservation Board****CEDERBERG NATURE RESERVE: ALGERIA: REPAIRS TO LOW WATER BRIDGE****Scope****Preamble to Scope****NEC4 defined terms and terms identified in the Contract Data**

The *works* are to be executed in accordance with the Scope forming part of the NEC4 *conditions of contract* as described in the Contract Data of this document. The Scope is meant to convey all relevant information required for the execution of the *works* clearly and unambiguously by following the formatting requirements of the *conditions of contract*, with due reference to defined terms and terms identified in the Contract Data.

Clause 11.1 of the *conditions of contract* stipulates that terms identified in the Contract Data are in italics, and defined terms have capital initials.

While every effort is made to ensure that the Scope conforms in full to these formatting requirements, there will always be a possibility that some defined terms and terms identified in the Contract Data may not be formatted in the prescribed manner in the Scope. This possibility increases when the Scope is voluminous and comprises different parts compiled by different contributors and disciplines.

THEREFORE, PLEASE NOTE:

For the purposes of clarity and to remove any ambiguity in regard to defined terms and terms identified in the Contract Data as referenced in the Scope, the following shall apply:

- All defined terms which do not have capital initials, shall be read as if they have capital initials, and
- all terms identified in the Contract Data which are not in italics, shall be read as if they are in italics.

Material conflict with *conditions of contract*

PLEASE NOTE: If anything in the Scope materially contradicts or is in conflict with any stipulation in the *conditions of contract*, the stipulation in the *conditions of contract* shall prevail.

WESTERN CAPE GOVERNMENT**Western Cape Nature Conservation Board****CEDERBERG NATURE RESERVE: ALGERIA: REPAIRS TO LOW WATER BRIDGE****Scope****1. Description of the works**

The WCNCB wishes to undertake the necessary repair work and modifications to the low water bridge on the Rondegat River situated in the Algeria Campsite, Cederberg Wilderness. The low water bridge, which is frequently used by staff and campers, is currently showing signs of deterioration where portions of the apron slab adjoining the bridge has collapsed as a result of the formation of a scour hole which now threatens the foundation of the bridge. The scour hole was formed by the discharge from the manually operated sluice that is opened during the rainy season. The collapse of the apron slab has partially closed the outlet to the sluice.

The proposal is to raise the level of the low water bridge by 700mm and to install a new weir gate a higher level. In order to prevent further scouring of the river bed it is proposed to construct a stilling pool and counter weir to dissipate the kinetic energy from discharge over the bridge at times of flood and when the weir gate is opened.

The river supplies water to downstream users and the downstream flow needs to be maintained during construction. The minimum 30-year average naturalised stream flow is estimated to be 40l/sec for the period between December and March and the maximum is estimated to be 80l/sec. During the month of November, the maximum can increase to 280l/sec.

The repairs to the apron slab will require a dry working area during demolition and excavation activities in the formation of the stilling pool and counter weir and subsequent placement of the gabions. The top of the gabions will be protected by a cast in-situ concrete apron slab which is at the same level as the bridge deck.

The existing bridge level will be raised by casting concrete onto the existing deck after the surface has been adequately prepared and shutters has been installed to form the outlet channel for the weir gate. A portion of the weir wall on the existing bridge will have to be demolished for the installation of the new downward opening weir gate.

WESTERN CAPE GOVERNMENT**Western Cape Nature Conservation Board****CEDERBERG NATURE RESERVE: ALGERIA: REPAIRS TO LOW WATER BRIDGE****Scope****2. List of drawings, schematics & annexures**

The works are to be executed in accordance with the following design drawings, schematic representations and annexures which form part of this contract. The list below indicates which items are included in the Appendix to this document, and which are issued separately due to size or other considerations. It is the responsibility of tenderers to ensure they have obtained and considered all the listed items for preparing their bid, which is the assumption when tenders are evaluated.

Identification	Size	Description	Included in Appendix
ANNEXURE 1	A4	PRICE LIST	Yes
CNR1661/C/001	A3	SITE SURVEY	YES
CNR1661/C/002	A3	SITE PLAN	YES
CNR1661/C/003	A3	GABION LAYOUT	YES
CNR1661/C/004	A3	CONCRETE LAYOUT	YES
CNR1661/C/005	A3	REINFORCEMENT LAYOUT	NO

WESTERN CAPE GOVERNMENT**Western Cape Nature Conservation Board****CEDERBERG NATURE RESERVE: ALGERIA: REPAIRS TO LOW WATER BRIDGE****Scope****3. Specifications, standards and workmanship**

The works are to be executed subject to these specifications, standards and workmanship requirements. Please note that compliance with all these specifications and standards, including requirements in terms of qualifications, accreditation (where applicable) and work experience of both the tendering entity and its key people will be material in the *Client's* risk assessment for awarding this contract.

3.1 Civil Works, Roads and Structural Specifications**3.1.1 SANS 1200 – Standardised Specifications for Civil Engineering Construction**

Although not bound in nor issued with this document, the latest or amended edition of the Standardised Specifications for Civil Engineering Construction, as published by the Council of the South African Bureau of Standards (SANS) form part of this document.

WESTERN CAPE GOVERNMENT**Western Cape Nature Conservation Board****CEDERBERG NATURE RESERVE: ALGERIA: REPAIRS TO LOW WATER BRIDGE****Scope****4. Constraints on Providing the Works**

The works are to be executed subject to the following constraints:

- 4.1 The *Client's* permission is required for access to the Algeria camp site and the office hours is between 07h30 and 16h00 on Mondays to Fridays.
- 4.2 Restrictions will be placed on all the *Contractor's* personal in terms of access, hours of work and conduct.
- 4.3 Health & Safety constraints are covered under the *Contractor's* Health & Safety Plan in Schedule 17.
- 4.4 Environmental constraints are covered under the *Contractor's* Environmental Management Plan in Schedule 18.
- 4.5 The *Contractor* will need to provide all Site services and facilities that may be required such as power, water, waste disposal, telecoms, ablutions, fire protection and lighting.
- 4.6 The gravel access road to the camp site may become potholed due to the frequency of heavy vehicles delivering materials to the site and may have to be graded as a result.
- 4.7 The 30-year average minimum naturalised streamflow is estimated to be 40l/sec which needs to be maintained for the benefit of downstream users of the water. The maximum naturalised streamflow is estimated to be 80l/sec for the period between December and March which can increase to 280l/sec in November.

WESTERN CAPE GOVERNMENT

Western Cape Nature Conservation Board

CEDERBERG NATURE RESERVE: ALGERIA: REPAIRS TO LOW WATER BRIDGE

Scope

5. Requirements for the programme

- 5.1 The *Contractor* submits a first programme to the *Client* for acceptance within **two weeks** of access to the *site*.
- 5.2 The *Contractor* shows on each programme which he submits for acceptance
- the starting date, access date/s and the Completion Date,
 - planned Completion,
 - the order and timing of the operations which the *Contractor* plans to do in order to Provide the Works,
 - the order and timing of the work of the *Client* and others as last agreed with them by the *Contractor* or, if not so agreed, as stated in this Scope,
 - the dates when the *Contractor* plans to complete work needed to allow the *Client* and others to do their work,
 - provisions for
 - float,
 - time risk allowances,
 - health and safety requirements and
 - the procedures as set out in this contract,
 - the dates when, in order to Provide the Works in accordance with this programme, the *Contractor* will need
 - access to a part of the site if later than its access date,
 - acceptances,
 - Plant and Materials and other things to be provided by the *Client* and,
 - information from others,
 - for each operation, a statement of how the *Contractor* plans to do the work identifying the principal Equipment and other resources which he plans to use and
 - other information which this Scope requires the *Contractor* to show on a programme submitted for acceptance.
- 5.3 Within two weeks of the *Contractor* submitting a programme to him for acceptance, the *Client* either accepts the programme or notifies the *Contractor* of his reasons for not accepting it. A reason for not accepting a programme is that
- the *Contractor's* plans which it shows are not practicable,
 - it does not show the information which this contract requires,
 - it does not represent the *Contractor's* plans realistically or
 - It does not comply with the Scope.
- 5.4 When revising the programme, the *Contractor* shows on each revised programme
- the actual progress achieved on each operation and its effect upon the timing of the remaining work,
 - the effects of implemented compensation events,
 - how the *Contractor* plans to deal with any delays and to correct notified Defects and
 - any other changes which the *Contractor* proposes to make to the currently accepted programme.
- 5.5 The *Contractor* submits a revised programme to the *Client* for acceptance
- within the period for reply after the *Client* has instructed him to,
 - when the *Contractor* chooses to and, in any case,
 - at no longer than an interval of every four weeks from the *starting date* until Completion of the whole of the works.
- 5.6 Acceptance of any programme where anticipated Completion is shown to be later than the Completion Date, does not alter the Completion Date nor negate the *Contractor's* liability for *delay damages*.

- 5.7 All compensation event claims for events arising after the Completion Date which would not have had any effect if the contract had been completed by the Completion Date, remain the *Contractor's* risk.
- 5.8 All float in the programme shall be available for the *Client's* benefit to absorb delays to the Completion Date, except for termination float (if any) in the programme. Termination float is the final portion of float in a programme where anticipated Completion is shown to be earlier than the Completion Date.

WESTERN CAPE GOVERNMENT

Western Cape Nature Conservation Board

CEDERBERG NATURE RESERVE: ALGERIA: REPAIRS TO LOW WATER BRIDGE

Scope

6. Services and other things provided by the *Client*

The *Client* will not be providing any services.

WESTERN CAPE GOVERNMENT**Western Cape Nature Conservation Board****CEDERBERG NATURE RESERVE: ALGERIA: REPAIRS TO LOW WATER BRIDGE****Scope****SCHEDULE 11: Contract information required from Contractor**

The *Client* requires the following information pertaining to the work for this contract to be furnished at the time of tender. PLEASE NOTE that the bid will be rejected if ALL the information as stipulated in this schedule is not provided.

Relevant Project Experience and Capability

References

- Provide a list of projects successfully completed in a declared protected area.

River Training contracting experience

- Provide a list of all contracts where the river training component of work undertaken each exceeded a value of R0,5m (half a million rand) per contract respectively, which are currently in progress and undertaken during the last 5 years.

Resources

Company Organogram

- Provide a detailed organogram of the leadership and management structure you intend to mobilize on a substantially full-time basis on this contract. The personnel qualification and experience details are also required.

Company Infrastructure

- Provide detailed information about infrastructure capacity available locally for your company with specific reference to both skilled labour resources and technical expertise, as well as your proven maximum rate of work execution and delivery during past projects, expressed in monetary value earned per month.

CVs of key personnel

- Provide CVs of the key personnel to be employed substantially full time on this contract and in key supporting roles.

Contract Management Capability

Contract management personnel

- Provide details of the company in-house capacity for contract administration by giving the details of at least one personnel member qualified in the field of construction management, who will be employed on this contract.

Relevant Projects valued in excess of R5m during the last 5 years

- Provide a list of all civil engineering contracts undertaken and successfully completed (letter of reference) during the last 5 years where the value of any single contract exceeded a value of R5m (eight million rand).

AUTHORISED SIGNATURE OF TENDERER AS PER SCHEDULE 1 (TENDER OFFER SIGNATURE AND AUTHORITY OF SIGNATORY) OF THIS DOCUMENT SERVES AS SIGNATURE FOR THIS SCHEDULE
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Number of additional pages appended by the tenderer to this Schedule:(If nil, enter NIL).

WESTERN CAPE GOVERNMENT**Western Cape Nature Conservation Board****CEDERBERG NATURE RESERVE: ALGERIA: REPAIRS TO LOW WATER BRIDGE****Scope****SCHEDULE 12: Amendments by Contractor**

The tenderer should record any amendments (i.e deviations, qualifications, alterations or modifications) he may wish to make to the tender documents in this Schedule. Alternatively, a tenderer may state such amendments in a covering letter and append such letter to this Schedule.

The tenderer's attention is drawn to clause C.3.8 of the Standard Conditions of Tender referenced in the Tender Data regarding the *Client's* handling of material deviations and qualifications. If no amendments are allowed for this tender, clause C.3.8 will state so and same would also be indicated in the table below. If amendments are allowed but none desired by the tenderer, this Schedule is to be marked NIL in the table below.

IMPORTANT: No alternative tender will be considered unless a tender free of qualifications and strictly on the basis of the Tender Documents is also submitted.

PAGE / ITEM	CLAUSE / DESCRIPTION
	<p align="center">NO ALTERATIONS/AMENDMENTS BY CONTRACTOR ALLOWED FOR THIS CONTRACT. TENDERER MUST SIGN SCHEDULE TO ACKNOWLEDGE.</p>

(If not enough space, attach additional pages. If no amendments are desired, mark NIL.)

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

WESTERN CAPE GOVERNMENT**Western Cape Nature Conservation Board****CEDERBERG NATURE RESERVE: ALGERIA: REPAIRS TO LOW WATER BRIDGE****Scope****SCHEDULE 13: Contractor's Equipment schedule**

The tenderer must furnish the details of the Equipment required for the execution of this contract. The tenderer must differentiate, where applicable, between Equipment immediately available, Equipment which will become available by virtue of outstanding orders, and Equipment to be acquired or hired for the works should the tenderer be awarded the contract.

EQUIPMENT DESCRIPTION (Type, size, capacity, etc)	AVAILABLE (A) ON ORDER (O) HIRED (H)	NUMBER OF

(Append separate page if not enough space, or enter NIL if nil)

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

WESTERN CAPE GOVERNMENT**Western Cape Nature Conservation Board****CEDERBERG NATURE RESERVE: ALGERIA: REPAIRS TO LOW WATER BRIDGE****Scope****SCHEDULE 14: Contractor's schedule of subcontractors**

The tenderer hereby notifies the *Client* of his intention to use the following subcontractors for work in this contract. Acceptance of this tender does not constitute approval of all or any of the listed subcontractors by the *Client*. Should any of the subcontractors not be approved subsequent to acceptance of this tender, this in no way invalidates this tender, and the tendered unit rates for the various items of work remain final and binding, even in the event of a subcontractor not listed below being approved by the *Client*.

WORK TYPE OR CATEGORY	SUBCONTRACTOR (Name, address, contact person, phone, fax, organisation details, experience)	WORK ITEMS (As per <i>bill of quantities</i>)	ESTIMATED COST
TOTAL SUBCONTRACTED AMOUNT (<i>Excluding VAT</i>)			R

(Append separate page if not enough space, or enter NIL if nil)

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WESTERN CAPE GOVERNMENT**Western Cape Nature Conservation Board****CEDERBERG NATURE RESERVE: ALGERIA: REPAIRS TO LOW WATER BRIDGE****Scope****SCHEDULE 15: Contractor's health & safety plan**

Tenderers are to note the requirements of the Occupational Health and Safety (OHS) Act No. 85 of 1993 and the Construction Regulations 2014 (as amended) issued in terms of Section 43 of the Act. The tenderer shall be deemed to have read and fully understood the requirements of the above Act and Regulations and to have allowed for all costs in compliance therewith.

In this regard the *Contractor* shall submit a detailed Health and Safety Plan in respect of the Works in order to demonstrate the necessary competencies and resources to perform the Works all in accordance with the Act and Regulations. The Health and Safety Plan shall cover inter-alia the following details:

- The safety management structure including the names of all designated persons such as the construction supervisor and any other competent persons;
- Safety method statements and procedures to be adopted to ensure compliance with the OHS Act.

Aspects to be dealt with shall be in accordance with the *Client's* Health and Safety specification as issued, which may include inter alia the following:

- Public vehicular and pedestrian traffic accommodation measures;
- Control of the movement of construction vehicles;
- The storage and use of materials;
- The use of tools, vehicles and plant;
- Temporary support structures;
- Dealing with working at height;
- The use of batch plants;
- Excavation work;
- Demolition work;
- Security, access control and the exclusion of unauthorised persons.
- The provision and use of temporary services;
- Compliance with way leaves, permissions and permits;
- Safety equipment, devices and clothing to be employed;
- Emergency procedures;
- Provision of welfare facilities;
- Induction and training;
- Provision and maintenance of the health and safety file and other documentation;
- Arrangements for monitoring and control to ensure compliance with the safety plan.

Tenderers are to note that the *Contractor* is required to ensure that all sub-contractors or others engaged in the performance of the contract also comply with the above requirements.

The Contractor will only be given access to start work after approval of his detailed Health and Safety Plan, which must be submitted to the Client within 3 weeks after award of this contract.

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WESTERN CAPE GOVERNMENT**Western Cape Nature Conservation Board****CEDERBERG NATURE RESERVE: ALGERIA: REPAIRS TO LOW WATER BRIDGE****Scope****SCHEDULE 16: Contractor's environmental management plan****TABLE OF CONTENTS**

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1. ENVIRONMENTAL IMPLEMENTATION PROCEDURES

The environmental procedures specific roles, responsibilities and procedures for the implementation of the Environmental Management Plan (EMP) as well as training requirements.

1.1. The Scope of the EMP

General principles contained in this section apply to all activities associated with the repair of the Low Water Bridge, installation of precast culverts and gabion stones.

The scope of work entails:

- i. Repair of the apron slab
- ii. Repair of the low water bridge.
- iii. Installation of downward opening weir gate

1.2. Purpose and Structure of the EMP

The purpose of this EMP is to manage environmental controls during all phases of the project in ensuring that the potential impacts on the surrounding environment and local community are minimized. The objectives of this EMP are to manage the potential impacts by:

- Specifying environmental management measures to be implemented on-site by the *Contractor*;
- Assigning responsibilities for aspects of environmental management to relevant parties; and
- Detailing a system for addressing non-compliance which ensures accountability, reporting and resolution of any non-compliance.

Implementation of the conditions contained in this EMP is ultimately the responsibility of the Western Cape Nature Conservation Board (WCNCB), although the relevant *Contractor* will be bound to comply with these conditions through the inclusion of the environmental management specification in relevant contractual documentation.

This EMP comprises two sections, namely:

- **Project background:**

Provide an overview of the project details as well as the purpose and objectives of the EMP. Details of the EAP, a description of the site and the proposal are provided in this section.

- **Environmental implementation procedures:**

Provide a description of the roles and responsibilities of the *Contractor* as well as the Environmental Control Officer (ECO). It also contains the procedures for implementing the EMP and details community liaison as well as monitoring of the EMP. A brief description of the legislation which is potentially applicable to the proposal is also provided.

1.3. Roles and Responsibilities

The roles and responsibilities of various parties associated with environmental management during the construction phase of the project are outlined below, while the channels of communication between the role players are indicated in **Figure 2**.

The Developer/ Western Cape Nature Conservation Board

WCNCB is ultimately responsible for ensuring the implementation of the EMP. WCNCB shall:

- Ensure that the *Contractor* is duly informed of the EMP and associated responsibilities and implications of this EMP prior to commencement of the

activity;

- Ensure that the *Contractor* is aware of, and adheres to, the provisions of this EMP;
- Monitor the *Contractor's* activities (together with the ECO) with regard to the requirements outlined in the EMP;
- Ensure that the *Contractor* remedies problems timeously and to the satisfaction of the authorities;
- Appoint an independent and suitably qualified ECO; and
- Notify the ECO should problems not be remedied timeously.

The Contractor

The *Contractor* will be appointed by WCNCB to undertake the repairs of the apron slab and modification of the low water bridge including the installation of a downward opening weir gate on the bridge across the river at Algeria Camp Site.

The *Contractor* will be responsible for:

- Ensuring that all activities on-site are undertaken in accordance with the EMP;
- Informing all employees and sub-contractors of their roles and responsibilities in terms of the EMP;
- Ensuring that all employees and sub-contractors comply with the EMP;
- Consulting with the ECO in the case of any uncertainty regarding environmental management requirements, or any activities not covered in the EMP which may have a detrimental effect on the environment;
- Reporting any problems to the ECO; and
- Demonstrating respect and care for the environment in which he/she is operating.
- The *Contractor* will be responsible for the cost of rehabilitation of any environmental damage that may result from non-compliance with the EMP, environmental regulations and relevant legislation.

The Contractor's Health, Safety and Environmental Representative

The *Contractor* will appoint/select a suitable representative who will be responsible for the environmental, health and safety management on-site. The *Contractor's* HSE¹ Representative will be responsible for:

- Ensuring that all activities on-site are undertaken in accordance with the EMP.

¹ HSE: *Health, Safety and Environmental.*

The Environmental Control Officer

The ECO shall be a qualified environmental professional or professional firm with the relevant environmental expertise and shall be responsible for:

- Informing key on-site staff of their roles and responsibilities in terms of the EMP;

- Undertaking site inspections during the activities to determine compliance with the EMP;
- Identifying areas of non-compliance, and recommending measures to rectify them in consultation with WCNCB and the relevant *Contractor*;
- Compiling a checklist of areas of non-compliance;
- Ensuring a follow-up and resolution of all non-compliance; and
- The ability to undertaking a post-construction inspection and audits which may result in recommendations for additional clean-up and rehabilitation measures if necessary, and be able to produce informative reports
- The ECO must have good working knowledge of all relevant environmental policies, guidelines and standards.

Proven competence in the application of the following:

- Environmental Impact Assessment
- Environmental Management Plans/ programmes
- Environmental auditing
- Mitigation and optimisation of impacts
- Monitoring and evaluation of impacts
- Environmental Management systems

The EMP Implementation Procedure

The EMP implementation procedure is outlined below:

- The ECO shall undertake an initial site visit in conjunction with WCNCB and the relevant *Contractor*;
- WCNCB will ensure that the EMP is implemented, and ensure that copies of the EMP are available at the offices of the *Contractor* on site;
- The *Contractor's* Environmental Representative is to undertake a weekly site inspection;
- The ECO will visit the site to check on the progress of the implementation of the EMP during the activity; and
- The ECO will prepare reports at appropriate intervals, detailing any environmental issues, non-compliance and actions to be implemented.

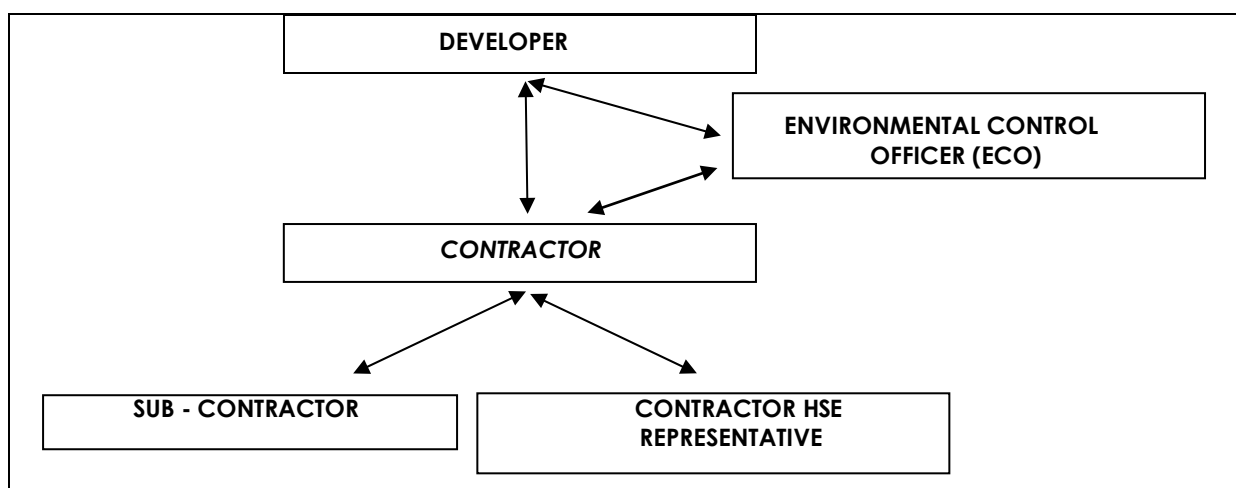


Figure 1: Channel of Communication between Role Players

1.4. Legal Requirements

In all instances, WCNCB, their respective employees and *Contractors* should remain in compliance with relevant local and national legislation. The *Contractor's* HSE Representative should be familiar with all legislative requirements as well as permit conditions and agreements. Additionally, the Environmental Representative should be able to communicate these to the relevant persons and to monitor compliance. Particular attention should be paid to the following legislation:

- National Environmental Management Act (No. 107 of 1998);
- National Environmental Management: Waste Act (No. 59 of 2008);
- National Water Act (No. 36 of 1998);
- National Heritage Resources Act (No. 25 of 1999)

Note that other legislative requirements may pertain to the construction process, and the above list is not intended to be definitive or exhaustive.

According to NEMA EIA Regulations, 2017, as amended, the following listed activities under Listing Notice 1 and 3 are triggered by the proposed activity.

LN 1, 19) *The infilling or depositing of any material of more than 10 cubic metres into, or the dredging, excavation, removal or moving of soil, sand, shells, shell grit, pebbles or rock of more than 10 cubic metres from – (i) a watercourse;*

But excluding where such infilling, depositing, dredging, excavation, removal or moving –

LN 3, 23) *The expansion of – (iii) bridges where the bridge is expanded by 10 square metres or more in size*

Outside urban areas:

(aa) A protected area identified in terms of NEMPAA, excluding conservancies;

(bb) National Protected Area Expansion Strategy Focus areas;

(cc) World Heritage Site...

According to NWA, 36 of 1998, Section 21 (c), (i) & (k) are triggered by the proposed activity.

Water Use

21. (c) *impeding or diverting the flow of water in a watercourse;*
 (i) *altering the bed, banks, course or characteristics of a watercourse;*
 (k) *using water for recreational purposes.*

2. PROJECT BACKGROUND

2.1. Introduction

An EMP is a written document with the purpose to provide mitigation measures and principles for the management of sites in order to reduce potential impacts to the environment and receptors in a sustainable and economically viable way. A well-developed EMP, together with proper monitoring and record keeping of implementation, will result in fewer and less severe negative environmental impacts.

This EMP has been specifically developed for WCNCB by Kantey and Templer Consulting Engineers (Pty) Ltd (K&T) as a requirement of a Section 19 submission of a basic assessment report and environmental management programme, and where applicable closure plan, to the Department of Environmental Affairs in terms of NEMA, No 107 of 1998, at Algeria Camp Site, Cederberg Wilderness Area, Cederberg, Western Cape, South Africa.

2.2. Site Description

The Algeria Camp Site is located in Cederberg Wilderness Area, Cederberg, Western Cape (see Figures 2, 3 and 4 for site location). The site coordinates are Longitude 19 ° 3'44.04"E and Latitude 32 ° 22'29.34"S. Site operations include bird watching, day trips to local attractions, heritage sites, walking, mountain biking, swimming, trail running, and walking. Other facilities on site include an administration building and camping cottages. The site is located in a sensitive environment, and therefore care should be taken to ensure that the activity does not result in contamination of the river.

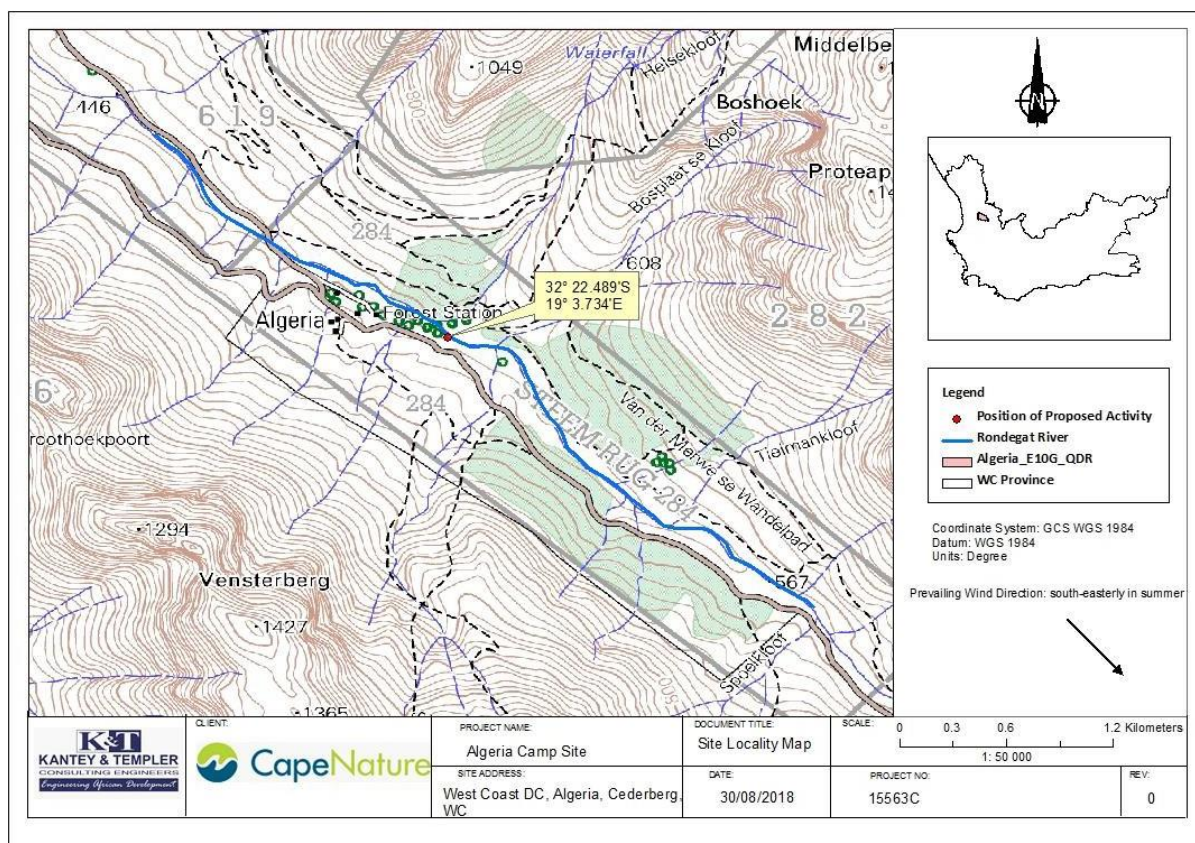


Figure 2: Locality Map showing the location of the site

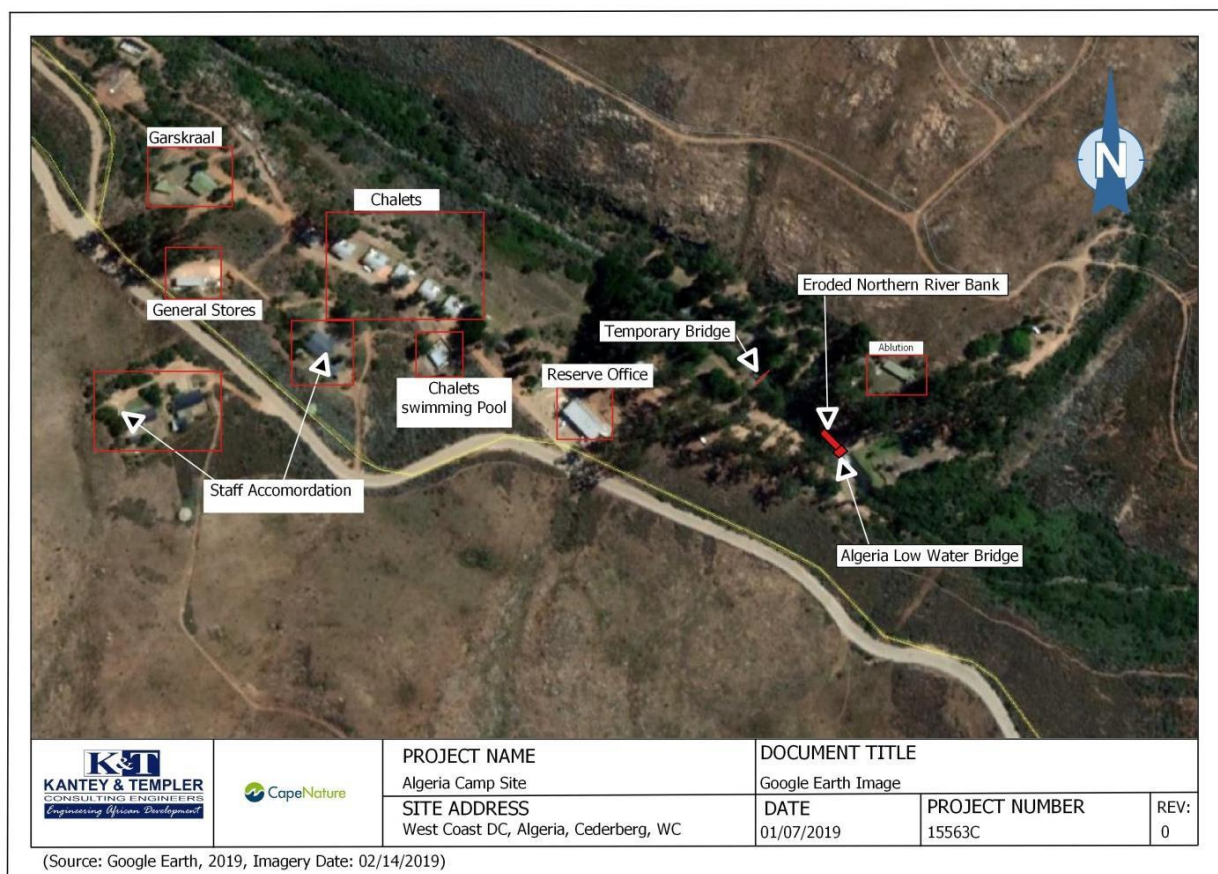


Figure 3: Aerial image showing the location of the site in relation to its surroundings



Figure 4: Aerial image showing layout of roads, river and no-go areas

2.3. Brief Project Description

WCNCB wishes to undertake necessary repair work and modifications to the low water bridge on the Rondegat River situated in the Algeria Campsite, Cederberg. The low water bridge, which is frequently used by staff and campers, is currently showing signs of deterioration with concrete breaking off the bridge resulting in the instability of the northern bank of the Rondegat River. The proposed works will entail the raising of the existing bridge by 700mm, repair of the collapsed apron slab and the construction of a stilling pool and counter weir to dissipate the kinetic energy of the discharge from the new weir gate and thereby prevent the scouring of the river bed.

- **Method Statement for Civil and Structural Works at Algeria Low Water Bridge**

- i. Repairs to Apron Slab

Place sand bags to provide a dry working area during demolition and excavation activities and over pump to maintain flow in the river. Demolish the existing concrete apron slab that has collapsed and remove spoil to a designated stockpile area before carting off site. Excavate for the construction of the stilling pool and the perimeter retaining walls. Install concrete blinding on existing subgrade and cover with a geotextile membrane before installing gabion mattresses to the foundations of the stilling pool and retaining walls. Construct the gabion retaining walls and install timber shutters for sides and cast concrete protection slab and weir gate outlet on top of gabion retaining wall.

- ii. Repairs to Low Water Bridge

Demolish a portion of the existing concrete wall forming the weir to create an

opening for the new downward opening weir gate and remove spoil to the designated stockpile before carting off site. Prepare surface of existing bridge and weir wall by scabbling and cleaning before applying by brush a cementitious bonding agent. Install timber shutters for sides and soffit of the new weir gate and cast concrete with an additive for accelerated setting time after installing the reinforcement. Install shutters for sides of kerb blocks and weir wall and cast concrete with an additive for accelerated setting time after installing the reinforcement

iii. Installation of Downward Opening Weir Gate

Remove steel plate and fittings of the existing sluice from the side of the existing bridge and close opening with rock fill. Install manually operated stainless steel weir gate by bolting frame and spindle to concrete sides of bridge. Install steel protection cage in front of weir gate.

iv. Ancillary Works

Cut down the six Eucalyptus trees on the northern bank of the river and remove spoil to the designated stockpile before carting off site.

Adjust the alignment of the existing brick paved approaches, inclusive of edgings and drainage channels, on both the northern and southern ends of the bridge to ensure a smooth transition of vehicular movement.

3. DEFINITIONS

For the purposes of this EMP the following definitions and abbreviations shall apply:

The Site:	Algeria Camp Site, Cederberg Wilderness Area, Western Cape, South Africa.
Community:	Those people who may be impacted upon by the activity. This includes, camp site visitors, camps site staff, landowners, the local authority, and other occasional users of the area.
EMP:	The Environmental Management Plan, applicable to the modification of low water bridge at Algeria Camp Site, Cederberg Wilderness Area, Cederberg, Western Cape.
ECO:	Environmental Control Officer, the individual or company appointed by the developer to ensure the implementation of the EMP and suitable environmental management practices on site for the duration of the construction phase of the project
Contractor:	The principal persons/company undertaking the construction of the development: The main <i>Contractor</i> as engaged by the developer Selected subcontractors and Any other <i>contractor</i> from time to time engaged by the developer directly in connection with the construction part of the work.
Hazardous Material:	A substance that can have a harmful effect on the environment and those substances declared hazardous substances in terms of the Hazardous Substances Act 15 of 1973.

Solid Waste:	All solid waste including construction debris, chemical waste, broken redundant equipment, oil filters, wrapping materials, timber, tins and cans, drums, wire, nails, food and domestic waste (e.g. plastic packets and wrappers).
Environment:	<p>The surroundings within which humans exist, comprising the following:</p> <ul style="list-style-type: none"> i. The land, water and atmosphere of the earth; ii. Micro-organisms, plant and animal life; iii. Any part or combination of points i and ii and the interrelationships among and between them; and iv. The physical, chemical, aesthetic and cultural properties and conditions of the foregoing that influence human health and wellbeing.
Contaminated Water:	Water contaminated by the <i>Contractor's</i> activities, e.g. cement, water and runoff from plant/personnel wash areas.
Construction Camp:	The area designated for all temporary site offices. Storage sheds and areas, parking area, maintenance workshop, staff welfare facilities, etc.
Plant:	All site equipment and machinery.
Potentially Hazardous Substance:	A substance which, in the reasonable opinion of the Engineer/ECO ³ /EO ⁴ , can have an adverse effect on human health or the environment.
Reasonable:	<p>Unless the context indicates otherwise, reasonable in the opinion of the ECO after he/she has consulted with an employee of WCNCB⁵, suitably experienced in "environmental implementation plans" and "environmental management programmes" (both as defined in the NEMA⁶, No. 107 of 1998).</p> <p>Means the making of any man-made cavity, trench, pit or depression formed by cutting, digging or scooping.</p> <p>Unless the context indicates otherwise, reasonable in the opinion of the ECO after he/she has consulted with an employee of the Developer, suitably experienced in the "environmental implementation plans" and "environmental management programmes" (both as</p>

³ ECO: *Environmental Control Officer.*

⁴ EO: *Environmental Officer.*

⁵ WCNCB: *Western Cape Nature Conservation Board*

⁶ NEMA: *National Environmental Management Act defined in the national Environmental Management Act, No. 107 of 1998)*

4. POTENTIAL IMPACT ASSOCIATED WITH THE REPAIR OF THE SITE

Various potential impacts related to the repair of the Low Water Bridge have been identified and appropriate measures are proposed in order to mitigate these impacts. The following tables summarise these mitigation measures;

4.1. Impacts to Aquatic Ecosystems

i. Design and Layout Impacts

Table 1: Deterioration in river corridor integrity as a result of encroachment of hardened structures.

	WITHOUT MITIGATION	WITH MITIGATION
Repair and upgrading of the low-level bridge		
Impact:	Impact A: Deterioration in river corridor integrity as a result of encroachment of hardened structures.	
Description:	Reduced quality of lateral and longitudinal corridors along the river banks.	
Nature of impact	Negative	Negative
Extent of impact	Local	Immediate
Duration of impact	Long term	Long term
Intensity of impact	Medium	Very low
Probability of occurrence	Probable	Low probability
Significance rating of impact	Medium	Very low
Reversibility	Reversible only with removal of structure	
Impact on irreplaceable resources	Low	
Proposed mitigation measures	<p>Essential mitigation:</p> <p>The gabion wall must be located as far away from the macro channel as possible – ideally, it should be located immediately adjacent to (horizontally) but vertically below the concrete apron of the existing stone pitched wall – but may not encroach closer horizontally to the river;</p> <p>ii. Excavated soil must be backfilled against the gabion on the river side, to prove a sloped river bank that can be planted, with the partially covered gabion providing structural stability in the event of a flood;</p> <p>iii. The reshaped bank downslope of the gabion must be planted with appropriate deep rooted indigenous riparian vegetation, capable of improving soil stabilisation</p>	

Table 2: Loss of gum trees

	WITHOUT MITIGATION	WITH MITIGATION
Impact:	Impact B: Loss of gum trees	
Description:	Removal of gum trees from the river bank / riparian area resulting in improved likelihood of establishment of indigenous riparian vegetation	
Nature of impact	Positive	N/A
Extent of impact	Immediate	
Duration of impact	Long term	
Intensity of impact	Low	
Probability of occurrence	Highly Probable	
Significance rating of impact	Low	
Reversibility	Reversible (but undesirable to reverse)	
Impact on irreplaceable resources	Low	
Proposed mitigation measures	i. The disturbed river bank should be replanted with indigenous riparian vegetation to improve soil stability.	

ii. Construction Phase

Construction associated impacts associated with the upgrading of the low-level crossing are considered to pose the most serious risks to aquatic ecosystems. These are outlined below.

Table 3: Changes in Water Quality

	WITHOUT MITIGATION	WITH MITIGATION
Repair and upgrading of the low-level bridge		
Impact:	Impact A: Changes in water quality - increase in pH	
Description:	Increase in water pH as a result of inflows of concrete during construction	
Nature of impact	Negative	Negative
Extent of impact	Local	Immediate to local
Duration of impact	Short term	Short term
Intensity of impact	High	Low
Probability of occurrence	Highly Probable	Probable
Significance rating of impact	Medium to High	Low
Reversibility	Partially reversible – re-colonisation will occur from upstream areas	

Impact on irreplaceable resources	Potential to impact on IUCN red data fish species
Proposed mitigation measures	<p>Essential mitigation:</p> <p>This is considered the most significant potential impact associated with the proposed activities. The passage of any concrete into the river must thus be avoided.</p> <ul style="list-style-type: none"> i. Repairs requiring the casting of cement may only take place in summer, and actual works must be timed for periods when no rainfall is predicted within a seven-day period; ii. The crossing area and river between the upstream extent of the weir impoundment and 40m downstream of the crossing must be closed to the public during construction – construction outside of the school holidays is thus recommended; iii. The sump in the weir must be opened prior to the start of works, so that weir water levels can be drawn down – this will reduce the extent of road and concrete apron exposed to flows; iv. Repair of the existing outlet from the sump will require the sump to be closed and this aspect of the repair is likely to pose greatest risk of cement spillage / wash. In addition to the sandbags described in the Method Statement in Section 2.3, it is recommended that flows be kept out of the work area by cutting temporary slots in the existing concrete on either side of the sump outlet, to channel flows across the surface, and out of the works area, or for alternative practical measures to be devised by the <i>Contractor</i> to reduce the risk of contamination to the lowest possible level; v. Areas for the mixing of concrete / cement must be located well away from the river channel and riparian area – the existing parking areas terraced above the right hand river bank are recommended for this. In the event that a concrete mixer is required to pour concrete on site, its activities must be strictly controlled and it must be shown that its use poses less risk of accidental contamination than manual application; <p>A Construction Phase Environmental Management Plan (CEMP) must be compiled that explicitly describes measures to address potential contamination of the watercourse, including</p>

	<p>those included above;</p> <p>An experienced Environmental Control Officer (or similar designation) must be on site during all activities involving mixing or pouring of cement / concrete and must ensure that the CEMP is implemented;</p> <p>In the event that spillage does occur, the works must cease immediately while the issue is addressed.</p>
--	---

Table 4: Changes in river flow

	WITHOUT MITIGATION	WITH MITIGATION
Repair and upgrading of the low-level bridge		
Impact:	Impact B: Changes in river flows	
Description:	Minor diversion of low flows during construction	
Nature of impact	Negative	N/A
Extent of impact	Immediate	
Duration of impact	Short term	
Intensity of impact	Very low	
Probability of occurrence	Highly Probable	
Significance rating of impact	Negligible	
Reversibility	Fully reversible	
Impact on irreplaceable resources	No	
Proposed mitigation measures	Essential mitigation: NONE REQUIRED assuming dry season construction.	

Table 5: Disturbance to the river bed and banks

	WITHOUT MITIGATION	WITH MITIGATION
Repair and upgrading of the low-level bridge		
Impact:	Impact C: Disturbance to the river bed and banks	
Description:	General degradation (including litter and pollution) of the river and its riparian areas	
Nature of impact	Negative	Negative

Extent of impact	Local	Immediate
Duration of impact	Short term	Short term
Intensity of impact	Low to medium	Low
Probability of occurrence	Probable	Probable
Significance rating of impact	Low to medium	Low
Reversibility	Reversible	
Impact on irreplaceable resources	Possible impact on IUCN red data fish species habitat quality	
Proposed mitigation measures	<p>Essential mitigation:</p> <ul style="list-style-type: none"> i. Allowance must be made for daily site inspections and removal of litter from the construction area and river bank and riparian area within the site (already defined as the area between the upstream extent of the weir impoundment and the river 40m downstream of the river crossing, including the riparian area); ii. Stockpiles and construction work areas must be located in disturbed areas and such that runoff from these areas is contained and managed and will not flow into the river – they must be located at least 30m from the river bank; iii. All areas containing stored fuel or in which refuelling takes place must be bunded, and located at least 50m from the river bank; v. The CEMP described in Table 4 must include measures to manage and remove all construction-associated waste from the river bed and riparian area to the satisfaction of the area Conservation Manager, immediately following construction - this must include removal of all sandbags and bagging, and any other waste emanating from these activities, including concrete rubble from the old structure; vi. The works area within the site must be limited to an area no wider than 20m river length, and the river and riparian area beyond this must be clearly marked as no-go areas to construction personnel and vehicles, other than for purposes of daily litter inspection and removal; vi. Where disturbance of the river bed or banks does occur, rehabilitation measures that may include bank shaping and replanting must take place, to the satisfaction of the area Conservation Manager. 	

iii. Operational Phase**Table 6: Erosion as a result of changes in hydrology**

	WITHOUT MITIGATION	WITH MITIGATION
Repair and upgrading of the low-level bridge		
Impact:	Impact A: Erosion as a result of changes in hydrology	
Description:	Bank erosion as a result of weir gate opening being blocked with debris during floods	
Nature of impact	Negative	Negative
Extent of impact	Local	Immediate
Duration of impact	Long term (but infrequent)	Short term
Intensity of impact	Medium	Low
Probability of occurrence	Low Probability	Very low Probability
Significance rating of impact	Medium	Low
Reversibility	Partially reversible with effort	
Impact on irreplaceable resources	Unlikely	
Proposed mitigation measures	<p>Essential mitigation:</p> <ul style="list-style-type: none"> i. The weir gate opening must be inspected on a monthly basis and debris removed – where such debris includes rocks, these should be placed in the river bed downstream of the road crossing; ii. The weir gate opening must also be inspected following storms that result in over-topping of the bridge and any debris similarly removed; iii. In the event that erosion of the river bank does take place as a result of flooding, then rehabilitation measures including bank shaping and/or replanting must take place to the satisfaction of the area Conservation Manager. 	

4.2. Hydrological Impacts**i. Construction Phase****Table 7: Sediment and Turbidity**

	WITHOUT MITIGATION	WITH MITIGATION
Construction Phase		
Repair and upgrading of the low-level bridge		
Impact:	Impact A: Sediment and Turbidity	
Nature of impact	Negative	Negative
Extent of impact	Beyond project boundary	Beyond project boundary
Duration of impact	Less than 1 month	Less than 1 month
Probability of occurrence	Highly likely	Unlikely
Significance rating of impact	Low-medium	Low
Frequency	Weekly	Once a year
Proposed mitigation measures	<ul style="list-style-type: none"> i. The disturbed footprint should be minimised as far as practically possible. ii. Clearing of vegetation and associated excavation areas should be kept to a minimum. iii. Construction should be scheduled to take place during the dry season when rainfall, streamflow and associated erosion potential is at its least. iv. All disturbed areas must be rehabilitated (as soon as possible) to represent the previous undisturbed environment (soil, land-cover, slope) as closely as possible to limit the impact on receiving water resources (by limiting soil erosion). v. Where erosion is nevertheless likely to occur, it is recommended to use silt fences (assuming they can be placed outside of the watercourse wetted area) to prevent siltation of the watercourse. vi. A practical erosion control handbook should be developed, based on the principles developed in this report and given to the construction contractors to ensure the impact on receiving water resources is limited. 	
Cumulative Impact	An absence of development within the catchment upstream of the site means that with mitigation, there will be little to no cumulative impact.	
Irreplaceable Loss of Resources	No irreplaceable loss of a resource is expected given then calculated significance of the impact.	

Table 8: Other contaminants

	WITHOUT MITIGATION	WITH MITIGATION
Construction Phase		
Repair and upgrading of the low-level bridge		
Impact:	Impact B: Other contaminants	
Nature of impact	Negative	Negative
Extent of impact	Beyond project boundary	Beyond project boundary
Duration of impact	Life of project	Life of project
Probability of occurrence	Probable	Unlikely
Significance rating of impact	Medium	Low-medium
Frequency	Weekly	Quarterly
Proposed mitigation measures	<ul style="list-style-type: none"> • Store hydrocarbons off site where possible, or otherwise implement hydrocarbon storage outlined in Section 4.3 of this report. • Handle hydrocarbons carefully to limit spillage. • Ensure vehicles are regularly serviced so that hydrocarbon leaks are limited. • Designate a single location away from the watercourse for refuelling and. • Keep a spill kit on site to deal with any hydrocarbon leaks. • Remove soil from the site which has been contaminated by hydrocarbon spillage. • Ensure shuttered repair areas are stable before pouring concrete. • Limit the volume and transport of liquid concrete and any additives to what is required. • Exercise caution when pouring concrete into shuttered areas so as to prevent spillage. • Construction should ideally be scheduled to take place during the dry season when rainfall and streamflow are at their least. • Streamflow should be directed to one side of the bridge (e.g. by using sand bags) while repair occurs on the other side, to allow for drying of concrete during repair and to prevent spillage of concrete into flowing water thereby allowing for clean-up of any spillage. 	
Cumulative Impact	An absence of development within the catchment upstream of the site means that with mitigation, there will be little to no cumulative impact.	

Irreplaceable Loss of Resources	No irreplaceable loss of a resource is expected given then calculated significance of the impact.
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ii. Construction and Operational Phase

Table 9: Flooding

	WITHOUT MITIGATION	WITH MITIGATION
Construction and Operational Phase		
Repair and upgrading of the low-level bridge		
Impact:	Impact A: Flooding	
Nature of impact	Negative	Negative
Severity	Death	Death
Extent of impact	Surrounding area within project boundary	Surrounding area within project boundary
Duration of impact	Beyond life of project of fatality	Beyond life of project or fatality
Probability of occurrence	Probable	Unlikely
Significance rating of impact	Medium-high	Low-medium
Frequency	Quarterly	Less than once a year
Proposed mitigation measures	<ul style="list-style-type: none"> • A flood management/evacuation plan should be made known to all staff, ideally prior to flood events (due to an expected quick onset of flooding following heavy storms). • This should include no-go areas and a maximum depth of water allowed with regards to the use of the bridge by vehicles and pedestrians. This maximum depth of water needs to take account the expected velocity and debris that may be present. • The bridge should be checked after flood events and from time to time to assess any structural damage or scouring that could lead to failure. • Expected velocities during flooding exceed 10m/s and it is recommended that a detailed analysis of the proposed bridge be undertaken to ensure suitable construction methods and materials are used. • The camping areas nearest the river are currently potentially at risk of flooding and while the flood response post-development is expected to be similar, there is the potential for an increase of flood risk to campers. A flood study of the site should be undertaken which considers the climate change, 	

	flood hazard, onset of flooding and flood risk to campers irrespective of the proposed development, to better define this risk. Depending on quantified flood risk, camp areas should be restricted or flood defences installed, to protect campers.
Cumulative Impact	An absence of development within the catchment upstream of the site means that with mitigation, there will be little to no cumulative impact.
Irreplaceable Loss of Resources	No irreplaceable loss of a resource is expected given then calculated significance of the impact.

Table 10: River Morphology

	WITHOUT MITIGATION	WITH MITIGATION
Construction and Operational Phase		
Repair and upgrading of the low-level bridge		
Impact:	Impact B: River Morphology	
Nature of impact	Positive	Positive
Severity	Minor	Minor
Extent of impact	Within immediate area of activity	Within immediate area of activity
Duration of impact	Beyond life of project of fatality	Beyond life of project or fatality
Probability of occurrence	Highly- likely	Highly-likely
Significance rating of impact	Medium	Medium
Frequency	Weekly	Weekly
Proposed mitigation measures	<ul style="list-style-type: none"> No mitigation is recommended since this is a positive impact. Mitigation measures recommended for other impacts will limit the potential negative impacts of installing the gabion wall. 	
Cumulative Impact	An absence of development within the catchment upstream of the site means that with mitigation, there will be little to no cumulative impact.	
Irreplaceable Loss of Resources	No irreplaceable loss of a resource is expected given then calculated significance of the impact.	

A summary of the potential impacts associated with the proposed works, which require management action, are summarized in Table 12. The management actions required to minimize these negative impacts are detailed in Section 16.5.

Table 11: Potential Impacts Associated with Construction Activities

Impact	Description	Reference
Surface Water Contamination	Contamination of surface water bodies as a result of oils, fuels and greases A potential environmental receptor of surface water pollution is the aquatic life inhabiting the Rondegat River, situated in close proximity to the proposed activity.	Section 16.5.1.1
Stormwater Contamination	During construction, stormwater contamination may result from accidental spills and may be washed away to the stormwater system	Section 16.5.1.2
Stormwater Erosion Control	With steep slopes in the study area surface runoff on bare soil could have negative impact in terms of erosion and transportation of soil and other loose debris.	Section 16.5.1.3
Stormwater Pollution Control	During construction care must be exercised to prevent the introduction of any pollutants	Section 16.5.1.4
Soil Management	During the construction phase of the project, soil and/or groundwater contamination may result from accidental spillages as a result of the storage and handling of construction goods on-site.	Section 16.5.1.5
Air Emissions	Periods of dust generation during the construction phase are likely to be associated with the dismantling and demolition of the northern bank in preparation for the installation of the gabions, debris removal, construction vehicles as well as general construction activities.	Section 16.5.2
Noise	A temporary increase in noise levels of low intensity emanating from excavation works, noisy workforce, and construction activities in general.	Section 16.5.3
Waste	The generation of solid waste, including hazardous waste, may contaminate the receiving environment (soil, groundwater, sensitive habitats) and adjacent properties.	Section 16.5.4
Management of construction site	An increase in traffic may be experienced with the movement of construction vehicles to and from the site.	Section 16.5.6
Health and Safety	The safety of construction workers as well as WCNCB employees may be compromised due to the following: The presence of heavy machinery and construction equipment on-site; and Construction vehicles moving to and from the site.	Section 16.5.7
Risk of Fires and Explosions	Smoker's material, e.g. cigarettes, matches and lighters. Plant and equipment, e.g. fuel and vehicle exhausts. Electrical, faulty and misused electrical	Section 16.5.8

Impact	Description	Reference
	equipment.	

4.3. Vegetation Impacts

The gabion wall would require the removal of six gum trees along its alignment. Given that these trees are alien, and have allelopathic properties that inhibit the growth of other plants in the understorey, their removal and assumed replacement with indigenous riparian vegetation would be considered a positive impact (See Table 3).

Based on the above, it is recommended that re-vegetation and rehabilitation of the area where the gum trees are currently located will be required. The disturbed river bank should be replanted with indigenous riparian vegetation to improve soil stability; this action is to be undertaken by a suitably qualified contractor under the supervision of WCNCB.

5. MANAGEMENT ACTIONS

5.1. Management of Natural Environments

5.1.1 Surface Water Contamination

Surface water considered as a receiving water body needs to be protected from contact with untreated stormwater as it may result in contamination due to oils, fuels, and greases. During construction phase stormwater system should include, but not be limited to the following:

- i. Effective conveyance channels which are to be equipped with silt fences and energy dissipating measures (refer to figures 3 and 4 in the Stormwater Management report).
- ii. Stormwater retarders
- iii. Impervious ponds for the appropriate treatment of polluted stormwater due to the construction activities
- iv. Water re-use where feasible.
- v. Cement to be mixed off-site so as to eliminate risk of contaminating the river.

5.1.2 Stormwater Contamination

- i. Prevent concentration of stormwater flow at any point where the ground is susceptible to erosion.
- ii. Provide adequate scour protection up and downstream of the proposed culverts
- iii. Ensure that the gabion bank protection is suitably designed given the velocities which are achieved in the river during floods
- iv. Reduce stormwater flow as far as possible by the effective use of attenuating devices (such as sales, berms, and slit fences). As construction progresses, the stormwater control measures are to be monitored and adjusted to ensure complete erosion and pollution control at all times
- v. Minimise the area of exposure of bare soils to minimise the erosive forces of wind, water and all forms of traffic
- vi. Ensure that the development does not increase the rate of stormwater flow above that which the natural ground can safely accommodate at any point
- vii. Ensure that all stormwater control works are constructed in a safe and aesthetic manner in keeping with the surrounding environment.
- viii. Plan and construct stormwater systems to remove contaminants before they pollute

surface water or ground water resources

- ix. Contain soil erosion, whether induced by wind or water forces, by constructing protective works to trap sediment at appropriate locations. This applies particularly during and after the construction phases, and
- x. Avoid situations where natural or artificial slopes may become saturated and unstable, both during and after construction process.

5.1.3 Stormwater Erosion Control

- i. Confining construction activities. In order to achieve this the construction area should be clearly demarcated and have silt fences installed on the downstream side of the works
- ii. Using cut-off ditches or berms to divert stormwater away from construction activities. In addition, the diverted stormwater should be passed through a silt fence so as to limit the transportation of silt or any other foreign materials.
- iii. Using mechanical cover or packing structures such as geo-fabric to stabilise steep slopes or hessian, gabions, mattress and retaining walls
- iv. Sand bags and straw bales for stabilising and erosion control
- v. Bush cut packing, and
- vi. Constructing anti-erosion berms

5.1.4 Stormwater Pollution Control

- i. Providing for waste management collection and storage facilities
- ii. Establishment of proper building materials storage areas
- iii. Designated plant storage areas
- iv. Establishment of proper equipment and vehicle washing not allowing any discharges to the stormwater/ river system, and
- v. The development of a spill prevention and response plan

5.1.5 Soil Management

- i. Construction vehicles to be maintained in good working order to reduce the probability of leakage of fuels and lubricants.
- ii. Fuel and other chemicals are to be stored correctly on-site.
- iii. Correct measures need to be taken to ensure that no contaminants seep into the soil.
- iv. SANS⁷ 10-400 relating to building regulations must be adhered to.
- v. Emergency procedures and cleaning up operations must be in place prior to construction commencement.
- vi. All suspected contaminated soil is to be removed and disposed of at a licensed hazardous waste facility. Chain of Custody documents must be retained.
- vii. Contaminated soil stockpiles are to be stored on tarpaulin, as well as be covered by tarpaulin, to prevent further contamination of soil.
- viii. Deposition, stockpiling of excavated spoil must be over the wall rather than on the river bank side.

5.2. Air Quality

5.2.1 Dust Management

- i. The *Contractor* shall be solely responsible for the control of dust arising from their operations and for any costs against WCNCB for damages resulting from dust pollution.

- ii. The *Contractor* must take all reasonable measures to minimize the generation of dust as a result of demolition, excavation and general construction activities to the satisfaction of the ECO. The liberation of dust into the surrounding environment shall be effectively controlled by the use of, *inter alia*, water spraying and/or other dust suppressing agents.
 - iii. During high wind conditions, the *Contractor* shall evaluate the situation and make recommendations as to whether dust suppression measures are adequate, or whether working will cease altogether until the wind speed drops to an acceptable level.
 - iv. Appropriate dust suppression measures must be used when dust generation is unavoidable,
- e.g. dampening with water, particularly during prolonged periods of dry weather. Such measures shall also include the use of temporary stabilizing measures (e.g. chemical soil binders, straw, brush packs, chipping, etc.).

5.2.2 Management of Emissions to the Atmosphere

- i. The *Contractor* will maintain all construction vehicles in good working order to keep their atmospheric emissions under control and will enforce vehicle speed limits to reduce particulate mobilisation by entrainment.
- ii. Unnecessary idling of vehicles or generator engines is to be prevented to reduce the carbon monoxide emissions produced.

⁷ SANS: *South African National Standards.*

5.3. Noise Management

- i. Institute noise control measures throughout the construction phase for all applicable activities.
- ii. No noise generating work should be conducted before 7 am and after 6 pm on any workday.
- iii. Maintain vehicles and equipment to reduce noise levels.

5.4. Waste Management

- i. Sort different waste materials on site
- ii. Waste bins should be clearly labelled to encourage waste separation
- iii. Waste separation should be communicated with construction personnel during toolbox talks

- **Hazardous Waste**

- i. Hazardous wastes, including all items deemed to be contaminated, must be separated from non-hazardous waste, stored separately in clearly marked containers within a designated and suitable area on-site, and disposed of at a licensed hazardous waste disposal facility.
- ii. Hazardous wastes for disposal must fulfil acceptance conditions as per the permit of the licenced landfill facility.
- iii. Chain of Custody documentation must be retained on-site as proof of safe disposal.
- iv. The *Contractor* will be responsible for the remediation of surface water and/or soil, if these are found to be contaminated as a result of the activities of the *Contractor*.

- **Non-Hazardous Waste / General Waste**

- i. No waste is to be buried and/or dumped on-site.
- ii. Waste may not be burned on-site.
- iii. All waste is to be disposed of at a licensed waste disposal facility.

- iv. All waste storage areas on-site must be kept tidy. Bins with closed lids shall be provided where practical for general waste and shall be clearly marked.
- v. All waste stored on-site must be secured so that it is not blown off-site by wind.
- vi. Sufficient weather-proof and vermin-proof bins must be provided for the disposal of solid waste.
- vii. Bins shall be emptied daily and the contents disposed of at a licensed waste disposal facility.
- viii. Proof of disposal (certificate) must be retained for auditing purposes.
- ix. The *Contractor* shall make provision for workers to clean up the *Contractor's* camp and working areas at least once a week.
- x. The *Contractor* is to remove refuse collected from working areas at least once a week.

5.5. Material

5.5.1 Storage

- i. Stockpile areas shall be approved by the ECO before any stockpiling commences. Stockpiles may not exceed two metres in height, and must be covered with tarpaulin to prevent windblown dust or runoff.
- ii. The area allocated to store fuel/chemicals must be clearly signposted (no flames, no smoking etc.). The bunding wall around this area needs to be high enough to contain one and a half times the volume of fuels to be stored.

5.5.2 Approved Materials

- i. Imported materials shall be free of weeds, litter and contaminants.

5.5.3 Materials Delivery and Offloading

- i. Sub-contractors and delivery drivers shall be informed of procedures and restrictions in terms of this EMP.
- ii. The *Contractor* and WCNCB shall define prescribed access routes and off-loading areas for trucks prior to commencing work to minimise impact of heavy moving vehicles on the site.
- iii. All deliveries, particularly those of hazardous substances, are to be supervised by an appointed representative of the *Contractor*.
- iv. The *Contractor* shall be responsible for clean-up resulting from failure of Sub-contractors to properly secure materials.

5.5.4 Hazardous Substances

- i. The *Contractor* must keep MSDS⁸ on-site for all potentially hazardous substances/materials used (as defined in the regulations for Hazardous Chemical Substances). Suitably trained personnel are to be available on-site during working hours so that in the event of human exposure to any hazardous materials the correct first aid actions are taken.
- ii. A register of all hazardous substances stored on-site must be maintained.
- iii. All hazardous substances e.g. oils, bitumen, hydraulic fluids are to be stored within secondary containment in a suitable storage facility. Major stocks of hazardous materials other than fuel should preferably be stored off-site.
- iv. No hazardous substance may be disposed of on-site.

5.5.5 Maintenance of Equipment and Machinery

- i. The *Contractor* shall designate an area for the servicing of equipment and/or machinery if this is to be undertaken on-site.
- ii. All equipment and/or machinery will be serviced in this area unless it is physically impossible to move a machine.

- iii. All reasonable measures must be taken to ensure waste oils and lubricants are contained e.g. drip trays must be used.
- iv. All waste oils shall be stored in a designated, bunded area and removed by an approved recycling contractor or disposed of to a licensed waste disposal facility.
- v. A demarcated area shall be provided for the placement of the *Contractor's* equipment or machinery when not in use.
- vi. All vehicle, equipment and machinery are to be regularly serviced and maintained in good working order. All leaks are to be repaired as soon as possible.
- vii. Refuelling of equipment and/or machinery must occur within a designated refuelling area with adequate pollution prevention measures in place.
- viii. The maintenance (including washing) of vehicles on-site is not permitted.
- ix. Vehicles dripping oil/grease are not to be permitted on public roads or on-site.

⁸ MSDS: *Material Safety Data Sheets.*

5.5.6 Management of Power Tools

- i. Any welding, cutting and other hot work activities may not commence until the site has been inspected, all flammable or explosive substances isolated, and area certified as gas free.

5.6. Management of Construction Site

5.6.1 Site Boundaries and “No Go” Areas

- i. Site boundaries within which the *Contractor* may operate must be agreed to prior to the start of site operations.
- ii. The working area must be clearly demarcated and no work may be done outside of this area unless agreed upon by WCNCB and the ECO.
- iii. The works within the site must be limited to an area no wider than 10m river length, and the river and riparian area beyond this must be clearly marked as no-go areas to construction personnel and vehicles, other than for purposes of daily litter inspection and removal.

5.6.2 Access and Traffic Control

- i. All vehicles will be confined to the existing and/or predefined access and service roads.
- ii. Vehicles accessing the site are required to be roadworthy.
- iii. Appropriate road signage is to be used.
- iv. The erection of gates in fence lines and the open or closed status of gates in new and existing positions shall be clarified in consultation with WCNCB and maintained throughout the construction phase of the project.
- v. The speed of vehicles must be strictly controlled to avoid dangerous conditions and excessive dust generation.
- vi. The vehicles are to avoid routes through built-up and residential areas where possible.

5.6.3 Concrete and Cement Batching

- i. Cement to be mixed off-site so as to eliminate risk of contaminating the river.

5.6.4 Site Layout and Construction Camp

- i. The *Contractor*, in consultation with the Engineer and the ECO shall designate an area for the erection of the construction camp, should this be required.
- ii. The area chosen for these purposes shall be the minimum reasonably required and which will involve the least disturbance to the environment and ongoing operations

within the Algeria Camp Site.

- iii. Specific areas on-site will be set aside for various project activities. The location of the construction camp, ablution facilities and storage areas will be agreed upon prior to the commencement of work at the site and should be agreed in conjunction with WCNCB, the ECO, Engineer and Contractor.
- iv. These areas must be kept in good condition throughout the project, as to prevent environmental degradation.

5.6.5 Ablution Facilities

- i. The Contractor is to supply toilet facilities for his/her employees.
- ii. Toilet facilities supplied by the Contractor should occur at a minimum ratio of 1 toilet per 25 workers (preferred 1:15).
- iii. Excretion and urination are strictly prohibited other than at the designated ablution facilities.
- iv. All temporary/portable toilets are to be secured to the ground to the satisfaction of the ECO to prevent them toppling due to wind or any other cause.
- v. Toilets shall be maintained in a hygienic state and serviced regularly or as required by a reputable contractor, and the contents are to be removed to a licensed disposal facility.
- vi. The Contractor shall ensure that no spillage occurs when the toilets are cleaned or emptied.
- vii. The Contractor shall ensure that toilets are removed off-site following completion of the project.

5.6.6 Eating/Break Areas

- i. No eating and/or drinking is permitted in the construction working area.
- ii. An area is to be set aside away from the working area for staff to eat during breaks.
- iii. The Contractor must ensure that no fires, for cooking or other purposes, are lit on-site.
- iv. Sufficient weather- and vermin-proof bins are to be provided for the collection of domestic waste.

5.6.7 Security

- i. The designated area for the storage of materials is to be securely fenced by means of portable fences.
- ii. All construction material and equipment must be stored in locked containers within the storage area.
- iii. The storage area shall be well lit at night and the emergency contact numbers of the Contractor shall be posted conspicuously in case of an emergency.

5.7. General Health and Safety

- i. Notification must be given to the Department of Labour (under Construction Regulations 2003 of OHS Act) and a copy of this document faxed to the Principal Contractor should any of the following activities be intended:
 - Using explosives to perform construction work.
 - Dismantling of a fixed plan at a height of greater than three metres.
 - If work exceeds 30 days if more than 300 people will be used during construction.
 - Excavations deeper than one metre.
 - Working at a height greater than three metres aboveground or on a landing.
- ii. All personnel are to abide by the WCNCB's specific and general site safety rules.

- iii. A file should be kept on-site containing documents and checklists relevant to HSE. These include daily checklists for PPE⁹, site layout and compliance, ablutions, vehicle checklists etc. In addition to this, a record of daily "toolbox talks" should be documented and filed.
- iv. No person should work on-site without being formally inducted into Health, Safety and Environmental issues.
- v. All plant, machinery tools and equipment brought onto site are to be fit for the purpose and the required legal documents indicating compliance, testing, calibration and inspection available.
- vi. No hot works may commence on-site without the appropriate approval and permit.
- vii. No work is to commence without the fire team and/or first aider being present, together with their fire or first aid equipment.
- viii. All personnel are to wear the prescribed PPE.

⁹ PPE: Personal Protective Equipment.

- ix. The "no smoking" and "no naked flame" rule is to be strictly complied with.
- x. No person in an intoxicated state i.e. under the influence of drugs or alcohol will be permitted to work or remain on-site.
- xi. Only authorised and trained operators may operate machinery.
- xii. Telephone numbers of emergency services, including the local fire department, shall be posted conspicuously in the *Contractor's/s* office near the telephone. In the event of an emergency, the *Contractor* shall contact the emergency service in the area.

5.8. Control of Fire Risks and Explosive Vapours On-Site

- i. The *Contractor* shall take all reasonable and active steps to avoid increasing the risk of fire through their activities on-site.
- ii. No fires are permitted on-site.
- iii. Workers shall not be permitted to smoke on-site.
- iv. The *Contractor's* HSE Representative shall ensure that the basic firefighting equipment is available on-site and is to the satisfaction of the local fire services.
- v. Sufficient firefighting equipment shall be maintained on-site at all times.

6. ENVIRONMENTAL MANAGEMENT PLAN IMPLEMENTATION PROCEDURE

6.1. Environmental Management Plan Implementation Procedure

The implementation is a very crucial part of the entire management process. It will therefore only be effective if personnel who understand or have degree of experience of the methods and procedures to be implemented are involved on the project, as such this needs to be enforced when appointing and approving a *contractor* to undertake the work on site. It is therefore important that method statement and procedures which are prepared by the appointed *contractor* are approved by the CE and the ECO prior to the commencement of any works on site. Works should then be closely monitored so as to ensure compliance and if risks are identified these should be addressed and the method statement amended as required.

The EMP implementation procedure is outlined below:

- The ECO shall undertake an initial site visit in conjunction with WCNCB and the relevant *Contractor*;
- WCNCB will undertake to ensure that the EMP is implemented, and ensure that copies of the EMP are available at the offices of the *Contractor* on-site;
- The *Contractor's* Environmental Representative is to undertake a weekly site inspection;
- The ECO will visit the site frequently to check on the progress of the implementation of the EMP during the activity; and
- The ECO will prepare reports at appropriate intervals, detailing any environmental issues, non-compliance and actions to be implemented.

6.2. During Construction

The following specific elements pertaining to the site should be implemented.

- i. Minimise and use one transportation route where possible
- ii. Exposed soils to be stabilised by utilising appropriate best management practice and preferable stabilisation to take place on the same day that the area is exposed
- iii. Construction of new culverts should consider half width construction of in-situ bases. This can be achieved by means of a temporary diversion structure on-top of the existing weir wall thus allowing construction of culvert base whilst the rivers base flow is diverted through the other half of the river.
- iv. Consideration should be given to the location of the flood lines when locating any temporary construction areas and in particular temporary site toilets
- v. Contaminated materials or liquids should not be stored within the flood plain
- vi. Temporary stockpiles or topsoil or other construction materials should not be done within the flood plain
- vii. Under no circumstances can any waste be dumped or discharged into the river
- viii. As far as possible the works area should have a temporary silt fence installed downstream of the work area in order to intercept any silt or other foreign materials emanating from the site
- ix. All control measures should be maintained through the course of the construction of the works, and
- x. The site should be rehabilitated as soon as practically possible after the construction work has been completed in order to provide long term stormwater and erosion control to the site and the newly upgraded infrastructure.

7. ENVIRONMENTAL AWARENESS TRAINING FOR EMPLOYEES AND CONTRACTORS

The training is a guide of reference for the *Contractor* to enforce environmental awareness. The objective of this procedure is to heighten environmental awareness as well as to ensure compliance with the EMP by the *Contractor* to ensure that his/her employees, whose work impacts on the environment, receive environmental awareness training relevant to their level of responsibility. Environmental training is ongoing and undertaken every day and during every operation where the environment is concerned. Therefore, even if the formal "classroom" training is not possible it is fairly easy to determine whether training has been provided by conducting personal interviews and checking the general conditions of the site. For instance, poor soil management, damage to vegetation outside the construction area, poor waste management, inadequate toilet facilities etc. indicate that environmental awareness on-site has not been discussed.

7.1. General Environmental Awareness Training

The purpose of general environmental awareness training is to ensure that the *Contractor's* employees at each relevant function and level receive environmental training and are made aware of:

- The importance of conformance with the environmental procedures and with the requirements of the EMP.
- The significance of environmental impacts, actual or potential, of their work activities and environmental benefits of improved personal performance.
- Their roles and responsibilities in achieving conformance with the environmental procedures and with the requirements of the EMP, including emergency preparedness and response requirements.
- The potential consequences of departure from specified operating procedures.

7.2. Environmental Awareness Training – Operator & Management Levels

The environmental awareness training works on the concept of making a connection between an activity/aspect and an impact on the environment. By identifying the relevant impact, the potential negative impacts on the environment are identified and contract staff is made aware of the environmental impacts of their activity, products and services.

Awareness training for management level includes taking cognisance of the project's EMP and an overview of general environmental awareness principles.

New employees and *Contractors* should receive induction training prior to commencing with their tasks.

7.3. Programme for Basic Environmental Awareness

Employees on-site should receive basic environmental training. The reasons for specific actions, methodology and processes must be explained. Training should be given to the workers on-site with regard to environmental awareness. Basic environmental awareness may consist of the following, but will be specific to the duties carried out by the contractors:

- Training of staff to ensure that solid waste dumping is prevented. Transferring knowledge to the drivers and visitors regarding use of waste bins, the consequences of dumping, and the importance of using a chemical toilet.
- Preventing hazardous waste dumping by using drip trays and oil-collecting containers.
- Treatment of hazardous waste spillage.
- Health and safety issues are to be addressed by conveying the importance of why, how and when to use the necessary protective equipment, according to the type of work performed on- site. Also, on matters relating to personal hygiene such as washing of hands after using toilet facilities and before eating.
- Training on the management of overburden removal, stockpiling and replacement.

- Training on the maintenance and repair of access roads.
- Checking vehicles for oil leaks, noise levels and exhaust emissions.
- Removal and treatment of contaminated soil.

8. MONITORING AND PERFORMANCE ASSESSMENT

- Regular monitoring of all the environmental management measures and components shall be carried out by WCNCB in order to ensure that the conditions contained in this EMP are adhered to.
- Ongoing and regular reporting of the progress of implementation of this EMP shall be undertaken.
- Various points of compliance will be identified with regard to the various impacts that the operations will have on the environment.
- Inspections and monitoring shall be carried out on both the implementation of the plan and the impact on plant and animal life.
- Visual inspections on erosion and physical pollution shall be carried out on a regular basis.

9. REHABILITATION AND AFTERCARE

The site should be rehabilitated as soon as practically possible after the construction work has been completed in order to provide long term stormwater and erosion control to the site and the newly upgraded infrastructure.

The aim of rehabilitation is to:

- Manage the site and conduct orderly housekeeping in such a way as to not unnecessarily disturb the surrounding areas and sensitive environments.
- Conduct the final rehabilitation of the site so that visual scarring is minimised.
- Ensure that the environment affected by the activity is adequately rehabilitated, as far as practical, to a predetermined standard which conforms to the concept of sustainable development. The affected environment shall be maintained in a stable condition that will not be detrimental to the health and safety of humans and animals, and that will not pollute the environment or lead to the degradation thereof.
- It is the responsibility of WCNCB to ensure that the *Contractor* and their employees on-site are capable of complying with all the statutory requirements, which includes the implementation of this EMP.
- Any gate or fence erected by the *Contractor* which is not required by WCNCB shall be removed.
- All infrastructure and equipment used during the construction period must be removed from the site following completion of the project.
- Waste material of any description, including receptacles, scrap and rubble must be removed from the site and disposed of at a licensed waste disposal facility. Waste may not be buried or burned on-site.
- Final rehabilitation shall be completed within a period specified by the ECO.

10. TOLERANCES

Non-compliance with the conditions of this EMP will constitute a breach of contract. The *Contractor* shall be held liable should his/her activities inflict damage to the environment or he/she fail to comply with the Environmental Specifications. The *Contractor* shall mend any damage sustained, and any consequence resulting from such damage, at his/her expense.

11. DECLARATION

I the undersigned in my capacity as designated below to hereby undertake to ensure that the conditions and recommendations in terms of the Environmental Management Plan (EMP) for the repairs to the low water bridge at Algeria in the Cederberg Nature Reserve are implemented and assume responsibility and accountability in this respect.

I further understand that officials from Western Cape Nature Conservation Board may during any phase of the project, conduct an inspection of the development in order to ensure compliance with the conditions and recommendations in the EMP.

AUTHORISED SIGNATURE OF TENDERER AS PER SCHEDULE 1 (TENDER OFFER SIGNATURE AND AUTHORITY OF SIGNATORY) OF THIS DOCUMENT SERVES AS SIGNATURE FOR THIS SCHEDULE
--

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

WESTERN CAPE GOVERNMENT**Western Cape Nature Conservation Board****CEDERBERG NATURE RESERVE: ALGERIA: REPAIRS TO LOW WATER BRIDGE****Scope****SCHEDULE 17: Declaration Certificate For Local Production And Content**

Before completing this declaration, *Contractor* must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2011 and the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:201x.

1. General Conditions
 - 1.1. Preferential Procurement Regulations, 2011 (Regulation 9. (1) and 9. (3) make provision for the promotion of local production and content.
 - 1.2. Regulation 9. (1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
 - 1.3. Regulation 9. (3) prescribes that where there is no designated sector, a specific bidding condition may be included, that only locally produced services, works or goods or locally manufactured goods with a stipulated minimum threshold for local production and content, will be considered.
 - 1.4. Where necessary, for bids referred to in paragraphs 1.2 and 1.3 above, a two-stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
 - 1.5. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
 - 1.6. The local content (LC) as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 201x as follows:

$$LC = 1 - \left(\frac{x}{y} \right) * 100$$

Where

- x imported content
 y bid price excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by the South African Reserve Bank (SARB) at 12:00 on the date, one week (7 calendar days) prior to the closing date of the bid as required in paragraph 4.1 below.

- 1.7. A bid will be disqualified if:
 - the bidder fails to achieve the stipulated minimum threshold for local production and content indicated in paragraph 3 below; and.
 - this declaration certificate is not submitted as part of the bid documentation.

2. Definitions

- 2.1. **"bid"** includes advertised competitive bids, written price quotations or proposals;
- 2.2. **"bid price"** price offered by the bidder, excluding value added tax (VAT);
- 2.3. **"contract"** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.4. **"designated sector"** means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;
- 2.5. **"duly sign"** means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility (close corporation, partnership or individual).
- 2.6. **"imported content"** means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;
- 2.7. **"local content"** means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;
- 2.8. **"stipulated minimum threshold"** means that portion of local production and content as determined by the Department of Trade and Industry; and
- 2.9. **"sub-contract"** means the primary contractor's assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.

3. The stipulated minimum threshold(s) for local production and content for this bid is/are as follows:

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
Valve products and actuators	70%
Steel	100%

4. Does any portion of the services, works or goods offered have any imported content? **YES / NO**

- 4.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.6 of the general conditions must be the rate(s) published by the SARB for the specific currency at 12:00 on the date, one week (7 calendar days) prior to the closing date of the bid.

The relevant rates of exchange information are accessible on www.reservebank.co.za. Indicate the rate (s) of exchange against the appropriate currency in the table below:

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Contractor must submit proof of the SARB rate (s) of exchange used.

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

IN RESPECT OF BID No.

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

.....

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

I, the undersigned, (full names),

do hereby declare, in my capacity as

of (name of bidder entity), the following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286.
- (c) The local content has been calculated using the formula given in clause 3 of SATS 1286, the rates of exchange indicated in paragraph 4.1 above and the following figures:

Bid price, excluding VAT (y)	R
Imported content (x)	R
Stipulated minimum threshold for Local content (paragraph 3 above)	
Local content % as calculated in terms of SATS 1286	

If the bid is for more than one product, a schedule of the local content by product shall be attached.

- (d) I accept that the Procurement Authority / Municipality /Municipal Entity has the right to request that the local content be verified in terms of the requirements of SATS 1286.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286, may result in the Procurement Authority / Municipal / Municipal Entity imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2011 promulgated under the Policy Framework Act (PPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

**AUTHORISED SIGNATURE OF TENDERER AS PER SCHEDULE 1 (TENDER OFFER SIGNATURE AND
AUTHORITY OF SIGNATORY) OF THIS DOCUMENT SERVES AS SIGNATURE FOR THIS SCHEDULE**

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

WESTERN CAPE GOVERNMENT
Western Cape Nature Conservation Board
CEDERBERG NATURE RESERVE: ALGERIA: REPAIRS TO LOW WATER BRIDGE

Scope

Pro Forma Performance Guarantee (Performance Bond)

To: **WESTERN CAPE GOVERNMENT**
WESTERN CAPE NATURE CONSERVATION BOARD t/a CAPENATURE
 PGWC Shared Services Centre
 Cnr/Bosduif/Volstruis Str
 BRIDGETOWN
 7764

Sir,

PERFORMANCE GUARANTEE FOR THE EXECUTION OF A CONTRACT IN TERMS OF ADDITIONAL CLAUSE Z8 OF THE NEC4 ENGINEERING AND CONSTRUCTION SHORT CONTRACT (ECSC4) JUNE 2017.

- 1 With reference to the contract between

 (hereinafter referred to as the "Contractor") and the Western Cape Government in its Western Cape Nature Conservation Board, (hereinafter referred to as the "Client"), **Tender No: WCNCB07/09/2021**, for **Project: CEDERBERG NATURE RESERVE: ALGERIA: REPAIRS TO LOW WATER BRIDGE** (hereinafter referred to as the "Contract")
 in the amount of R, (in words
)
 (hereinafter referred to as the "Contract Sum"),
 I / We,

 in my/our capacity asand hereby representing

 (hereinafter referred to as the "Guarantor")
 advise that the Guarantor holds at the Client's disposal the sum of R,
 (in words)
 being ten (10) % of the Contract Sum (excluding VAT), for the due fulfilment of the Contract.
- 2 The Guarantor hereby renounces the benefits of the exceptions *non numeratae pecunia; non causa debiti; excussionis et divisionis*; and all other exceptions which could be pleaded against the enforcement of this guarantee, with the meaning and effect whereof I/we declare myself/ourselves to be conversant, and undertake to pay the Client the amount guaranteed, during the period when the claim is received by the Guarantor, on receipt of a written demand from the Client to do so, and which demand the Client may make if the Client has a right of recovery against the Contractor.
- 3 Subject to the above, but without in any way detracting from the Client's rights to adopt any of the procedures provided for in the Contract, the said demand can be made by the Client, at any stage prior to the expiry of this guarantee.
- 4 The amount paid by the Guarantor in terms of this guarantee may be retained by the Client on condition that upon the issue of the last final payment certificate, the Client shall account to the

Guarantor showing how this amount has been expended and refund any balance due to the Guarantor.

- 5 The *Client* shall have the absolute right to arrange his affairs with the *Contractor* in any manner, which the *Client* deems, fit and the Guarantor shall not have the right to claim his release on account of any conduct alleged to be prejudicial to the Guarantor. Without derogating from the foregoing, any compromise, extension of the construction period, indulgence, release or variation of the *Contractor's* obligation shall not affect the validity of this guarantee.
- 6 This undertaking is neither negotiable nor transferable, and
 - 6.1 must be surrendered to the Guarantor at the time when the *Client* accounts to the Guarantor in terms of clause 4 above, or
 - 6.2 shall lapse 2 (two) weeks after the date of Completion of the whole of the works, and
 - 6.3 shall not be interpreted as extending the Guarantor's liability to anything more than payment of the amount guaranteed

SIGNED AT **ON THIS** **DAY OF**
 **20**.....

AS WITNESSES**By and on behalf of**

1.

.....

2.

.....

.....
 (insert the name and physical address of the guarantor)

NAME:.....

CAPACITY:.....
 (duly authorised thereto by resolution attached marked Annexure A)

DATE:.....

- A. No alterations and/or additions of the wording of this form will be accepted.**
- B. The physical address of the guarantor must be clearly indicated and will be regarded as the guarantor's *domicilium citandi et executandi*, for all purposes arising from this guarantee.**
- C. This GUARANTEE must be returned to:.....**

Guarantor's seal or stamp

WESTERN CAPE GOVERNMENT

Western Cape Nature Conservation Board

CEDERBERG NATURE RESERVE: ALGERIA: REPAIRS TO LOW WATER BRIDGE

Part C4: Site Information

Site Information

Page 108

WESTERN CAPE GOVERNMENT**Western Cape Nature Conservation Board****CEDERBERG NATURE RESERVE: ALGERIA: REPAIRS TO LOW WATER BRIDGE****Site Information****Description of the Site**

A topographical plan is included as an annexure in the Appendix to this document. The site of the Works falls within the Cederberg Nature Reserve and is located at the low water bridge across the Rondegat river at Algeria. The bridge provides access to the Algeria camp site which consists of 48 camp sites for tents and caravans. In addition, there are 6 cottages.

The low water bridge has been constructed as a weir to form a swimming pool and the eastern bank of the river has been grassed for recreational purposes. A manually operated sluice located at river bed level consists of a removable steel plate that controls the water level in the pool during summer. The steel plate is generally removed during the rainy season which is from about April to November each year when the river floods and overflows the weir.

The outlet to the sluice has scoured the river bed to the extent that the apron slab has collapsed which has partially blocked the sluice outlet. The bridge foundation may also have been affected by the scour of the river bed.

No subsoil investigation has been undertaken; however, the soils about the site varies and can be classified as loamy sands to sandy loams. The river bed can be classified as large boulders of various sizes some of which can be found in a matrix of soft material and smaller boulders. Hard rock is visible on the western bank of the river.

WESTERN CAPE GOVERNMENT

Western Cape Nature Conservation Board

CEDERBERG NATURE RESERVE: ALGERIA: REPAIRS TO LOW WATER BRIDGE

Appendix: Drawings, schematics & annexures

The Appendix to this contract is a separate document, independent of the main contract document (this document) and does not follow, or integrate with, the page numbering sequence of the main contract document. The Appendix may contain the **Price List** as well as drawings, schematics and annexures ("items") which are referenced in this document, and which are indicated as included in the Appendix.

PLEASE NOTE:

ALL items which are referenced in the main contract document form part of the complete contract documentation for this contract, irrespective of whether they are physically included in the Appendix or not. It is the responsibility of the tenderer to ensure he acquires and considers all the items referenced in this document in the preparation of his tender, which is the assumption when tenders are evaluated.

The Appendix consists of a total of **18** pages of various sizes and orientation, as a separate document.