

SAKHISIZWE LOCAL MUNICIPALITY



CONSTRUCTION OF HOTA TO MBEWULA CULVERTS

BID NUMBER: SLM/SCM/75/2025/2026

ISSUED BY:
MUNICIPAL MANAGER
S.G. Sotshongaye
Sakhisizwe Local Municipality
P O Box 26
Cala
5455
Tel: 047-8770034

NAME OF TENDERER: _____

TENDER SUM : _____

CSD REGISTRATION NUMBER: _____

CLOSING DATE: FRIDAY 03 JUNE 2026

Contractor

Witness 1

Witness 2

1

Employer

Witness 1

Witness 2

INVITATION TO TENDER

T1.1 TENDER DOCUMENT

Tenders are hereby invited for the project as listed below in Sakhisizwe Local Municipality.

No	Bid Number	Project Name	Compulsory Briefing Meeting	Closing Date	CIDB Grading
1	SLM/SCM/75/2025/2026	CONSTRUCTION OF HOTA TO MBEWULA CULVERTS	22 JUNE 2026 @12H00 ERF 5556, Umthatha Road, Cala	03 July 2026 @12H00 15 Maclear Road, Elliot	5CE or Higher

Bidders are to note that a Pre-Qualification evaluation will be undertaken. A minimum of 70 points out of 100 must be scored proceed to the Financial Evaluation.

Evaluation Criteria 80/20 Price=80 Specific Goals=20: Specific Goals: Black Owned Company 02 Points, Locality 10 Points, Youth Owned Company 08 Points (attach a full CSD report/statement of Municipal account/ proof of residence)

The terms of reference are detailed in the Bid Document

OBTAINING OF TENDER DOCUMENT: Tender documents are obtained from e-tender portal (www.etenders.gov.za) and Sakhisizwe Website (ww.slm.gov.za)

COMPULSORY BRIEFING: A compulsory pre-tender briefing will be held on 22 June 2026 the venue will be **in Cala Municipal Offices Address ERF 5556, Umthatha Road, Cala, 5455**. Representatives of prospective bidders will meet the Employer’s representatives at the Sakhisizwe Cala offices at 12h00. **Those parties arriving more than 15 minutes after the actual commencement of the briefing will not be allowed to sign the Attendance Register.** Prospective tenderers that do not attend the compulsory clarification meeting will not be allowed to tender and will be viewed as non – complaint.

The following compulsory supporting documents shall accompany your submissions:

- Latest Full CSD Report (Not Older than Three Months)
- Certified ID copies of Directors (not older than six months)
- Fully Completed and Signed MBD 1 to 9 (attached to the tender document)
- Letter of Good Standing (COIDA)
- CIDB Proof of Registration
- **Bid documents must remain intact.**
- Municipal billing clearance certificates or Statement (not older than 3 months)/ a lease agreement signed by both parties lessor and lessee in the case of a tenancy or accompanied by municipal rates (not council proof of residence)/services certificate/ statement indicating that the owner not the tenant is responsible and that no dispute exists between such bidder and the municipality concerned in respect of any such arrear amounts. Bidders who reside within the Sakhisizwe Local Municipality jurisdiction will be verified with Sakhisizwe Local Municipality Revenue Section.
- Use of Tippex will render the bid non-responsive.
- Joint Ventures/consortiums must provide signed copies of such agreements by both parties and all other returnable documents for each partner to the Joint Venture.
- All copies of supporting documents must be originally certified and not older than six (6) months.
- Failure to complete ALL the supplementary information may result in the bid being deemed non-responsive.

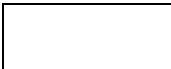
NB: Failure to meet the above conditions of the bid will lead to automatic disqualification.

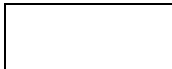
<div style="border: 1px solid black; width: 100px; height: 30px; margin: 0 auto;"></div>	<div style="border: 1px solid black; width: 100px; height: 30px; margin: 0 auto;"></div>	<div style="border: 1px solid black; width: 100px; height: 30px; margin: 0 auto;"></div>	<div style="border: 1px solid black; width: 100px; height: 30px; margin: 0 auto;"></div>	<div style="border: 1px solid black; width: 100px; height: 30px; margin: 0 auto;"></div>	<div style="border: 1px solid black; width: 100px; height: 30px; margin: 0 auto;"></div>
<i>Contractor</i>	<i>Witness 1</i>	<i>Witness 2</i>	<i>Employer</i>	<i>Witness 1</i>	<i>Witness 2</i>

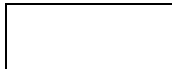
The Bidders shall also take note of the following conditions of the bid:

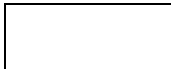
- The Sakhisizwe Local Municipality does not bind itself to accept the lowest tender or any other tender and reserves the right to accept the whole or part of the tender thereof.
- Late, faxed, e-mailed and/or un-signed documents will not be considered.
- Bids submitted are to hold good for a period of 90 days.
- No tenderers will be considered from persons in the service of the state.
- The Sakhisizwe Municipality Supply Chain Management Policy will apply.

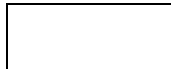
MR S.G. SOTSHONGAYE
MUNICIPAL MANAGER

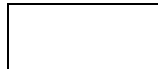

Contractor


Witness 1


Witness 2

³

Employer


Witness 1


Witness 2

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)					
BID NUMBER:	SLM/SCM/75/2025/2026	CLOSING DATE:	03 June 2026	CLOSING TIME:	12:H00 PM
DESCRIPTION	CONSTRUCTION OF HOTA TO MBEWULA CULVERTS				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS					
15 MACLEAR ROAD					
Elliot					
5460					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes <input type="checkbox"/> No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]	
TOTAL NUMBER OF ITEMS OFFERED			TOTAL BID PRICE	R	
SIGNATURE OF BIDDER		DATE		
CAPACITY UNDER WHICH THIS BID IS SIGNED					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:		
DEPARTMENT	BUDGET AND TREASURY OFFICE		DEPARTMENT	TECHNICAL SERVICES	
CONTACT PERSON	Yandiswa Tofile		CONTACT PERSON	Lwando Tyobeka	
TELEPHONE NUMBER	045 9311 011		TELEPHONE NUMBER	045 9311 011	
FACSIMILE NUMBER	045 9311361		FACSIMILE NUMBER	045 9311 361	
E-MAIL ADDRESS	ymtofile@sakhisizwe.gov.za		E-MAIL ADDRESS	Pmutech.sakhisizwe@gmail.com	

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**PART B
TERMS AND CONDITIONS FOR BIDDING**

1. BID SUBMISSION:	
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
2. TAX COMPLIANCE REQUIREMENTS	
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA .
2.4	FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.
2.5	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.6	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.7	WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
3.1.	IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.2.	DOES THE ENTITY HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.3.	DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.4.	DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.5.	IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <input type="checkbox"/> YES <input type="checkbox"/> NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.	
3.6.	

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID. NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

			2		
Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

THE FOLLOWING PARTICULARS MUST BE FURNISHED (FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)

NAME OF BIDDER.....

POSTAL ADDRESS.....

STREET ADDRESS.....

TELEPHONE NUMBER CODE.....NUMBER.....

CELLPHONE NUMBER.....

FACSIMILE NUMBER CODE.....NUMBER.....

E-MAIL ADDRESS.....

VAT REGISTRATION NUMBER.....

HAS A TAX COMPLIANCE STATUS PIN NUMBER BEEN SUBMITTED? (MBD 2) YES/NO

HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED? (MBD 6.1) YES/NO

IF YES, WHO WAS THE CERTIFICATE ISSUED BY?

AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)
A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN NATIONAL ACCREDITATION

SYSTEM (SANAS)

A REGISTERED AUDITOR

(Tick applicable box)

(A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE)

ARE YOU THE ACCREDITED REPRESENTATIVE?

IN SOUTH AFRICA FOR THE GOODS/SERVICES/WORKS OFFERED? YES/NO
(IF YES ENCLOSE PROOF)

SIGNATURE OF BIDDER

DATE

CAPACITY UNDER WHICH THIS BID IS SIGNED.....

TOTAL BID PRICE..... TOTAL NUMBER OF ITEMS OFFERED.....

.....

³
Contractor *Witness 1* *Witness 2* *Employer* *Witness 1* *Witness 2*

ANY ENQUIRIES REGARDING ANY TECHNICAL INFORMATION MAY BE DIRECTED TO:

Municipality / Municipal Entity: Sakhisizwe Municipality

Department: Technical Services

Contact Person: L.S. Tyobeka

Tel: 047 877 5200

Fax: 047 877 0000

E-Mail: pmutech.sakhisizwe@gmail.com

ANY ENQUIRIES REGARDING BIDDING PROCEDURES MAY BE DIRECTED TO:

Municipality / Municipal Entity: Sakhisizwe Municipality

Department: Budget and Treasury Office

Contact Person: Y.Tofile

Tel: 045 931 1011

Fax: 045 931 1361

E-Mail: ymtofile@sakhisizwe.gov.za

Contractor

Witness 1

Witness 2

4

Employer

Witness 1

Witness 2

FUNCTIONALITY SCORING

	Total Max Points	Item Max Points
Criteria 1: Experience of company (30)	30	
5 or more appointment letters and completion certificates		30
4 appointment letters and completion certificates		20
3 appointment letters and completion certificates		10
If tenderer has completed less than 3 projects		0
Note: Tenderer should attach Letters of Appointment and Completion Certificates for completed projects in order to qualify for points for experience. Similar projects are Roads Projects (surfaced or unsurfaced) and/or bridge construction/ rehabilitation projects with project value of R1 500 000 or more completed in the last 5 years. For bidders to earn points, the projects must be for a Local, Provincial or National Authority. (PRACTICAL COMPLETION CERTIFICATES DO NOT EARN YOU POINTS, ONLY WORKS COMPLETION OR FINAL COMPLETION CERTIFICATES WILL EARN YOU POINTS)		
Criteria 2: Experience of Site Personnel (30)		
2.1 Contracts Manager	10	
If CM has 10 years post grad experience and has relevant qualifications		10
If CM has 7 years post grad experience and has relevant qualifications		8
If CM has 5 years post grad experience and has relevant qualifications		6
If CM has less than 5 years post grad experience, regardless qualifications		0
Note: The CV and certified copies of Academic Qualifications of the proposed CM must be submitted. (The required minimum qualification for the Contracts Manager is a Bachelors Degree/ NQF 7 or better qualification in any of the following disciplines Civil Engineering or Construction Management. CM must be registered with ECSA as a Professional Technologist or with SACPCMP as a Project Manager)		
2.2 Site Agent (SA)	10	
If SA has 10 years post grad experience and has relevant qualifications		10
If SA has 7 years post grad experience and has relevant qualifications		8
If SA has 5 years post grad experience and has relevant qualifications		6
If SA less than 5 years post grad experience, regardless of qualification		0
Note: Tenderers must submit profiles of 1 site agent for the project. The CV and certified copies of Academic Qualifications of the proposed site agent must be submitted. (The required minimum qualification for the Site Agent is a National Diploma/ NQF 6 or better in any of the following disciplines (Civil Engineering or Construction Management)		

2.3 General Foreman (GF)	5	
If GF has proven site experience on Civil Engineering projects for 10 years or more		5
If GF has proven site experience on Civil Engineering projects for 7 years or more		4
If GF has proven site experience on Civil Engineering projects for 5 years or more		2

5

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

If GF has proven site experience on Civil Engineering projects for less than 5 years		0
Note: Tenderers must submit profile of a foreman for the project. The CV and certified copies of Academic Qualifications (Minimum Grade 12) and experience of the proposed GF must be submitted. The number of years of experience to be clearly shown on the CV.		
2.4 Health & Safety Officer (OHS)	5	
If OHS Officer has a Diploma qualification in safety management or better, registration with SAMTRAC/SACPCMP and 10 years of experience in Construction Projects		5
If OHS Officer has a Diploma qualification in safety management, SAMTRAC NQF Level 5, registration with SACPCMP as a Construction Safety Officer and 10 years of experience in Construction Projects		4
If OHS Officer has a Diploma qualification in safety management, SAMTRAC NQF Level 5, registration with SACPCMP as a Construction Safety Officer and 5 years of experience in Construction Projects		3
If OHS Officer has a Diploma qualification in safety management, SAMTRAC NQF Level 5, registration with SACPCMP as a Construction Safety Officer and 3 years of experience in Construction Projects		0
If OHS Officer does not have the required qualifications or is not registered with SACPCMP or has less than 3 years' experience		

Criteria 3: Approach (35)		
Plant and equipment	35	
Note: Full points will be allocated for plant and equipment owned by the Tenderer and which will be available for the project should the Tenderer be successful. If the contractor does not own some or any of the plant listed below and chooses to hire some or all of the required plant, then the points indicated will be awarded at 70% of the stated points for any of the relevant items of plant or equipment hired. Points for hired plant will be allocated if an original letter of Intent is attached from a Plant Hire Company on letter head and signed by both parties.		
Tenderers are to attach original or CERTIFIED copies of e-Natis statement for plant owned or hired as proof of ownership.		
Details of owned and hired plant and equipment are to be submitted.		
1 x Motor Grader		6
1 x Water truck		5
4 x 10m ³ Tipper trucks (2x each truck)		8
1 x 20t Excavator		8
1 x Grid-roller and 4x4 Tractor or 1 x self –propelled vibrator roller (15t)		3
1 x TLB		5
Criteria 4: Financial Resources (05)		
4.1 Financial Status (Bank Ratings)	5	
Note: Tenderers are required to attach an Original or Certified Copy of a Bank Rating Certificate from a Registered Financial Institution for a minimum amount of R2,000,000.00:		
Undoubted for the amount of your enquiry (Code A)		5
Good for the amount of your enquiry (Code B)		4
Good for the amount quoted, if strictly in the way of business (Code C)		3

6

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Fair trade risk for the amount of your enquiry (Code D)		2
Figures considered too high (Code E)		0
TOTAL POINTS FOR QUALITY	100	

Contractor

Witness 1

Witness 2

7

Employer

Witness 1

Witness 2

7. MBD 2 – TAX CLEARANCE CERTIFICATE REQUIREMENTS

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

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

DECLARATION OF INTEREST

- 1. No bid will be accepted from persons in the service of the state¹.
- 2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.

3 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

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

3.2 Identity Number:

3.3 Position occupied in the Company (director, trustee, hareholder²):.....

3.4 Company Registration Number:

3.5 Tax Reference Number:.....

3.6 VAT Registration Number:

3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.

3.8 Are you presently in the service of the state? **YES / NO**

3.8.1 If yes, furnish particulars.

.....

¹MSCM Regulations: "in the service of the state" means to be –

- (a) a member of –
 - (i) any municipal council;
 - (ii) any provincial legislature; or
 - (iii) the national Assembly or the national Council of provinces;
- (b) a member of the board of directors of any municipal entity;
- (c) an official of any municipality or municipal entity;
- (d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);
- (e) an executive member of the accounting authority of any national or provincial public entity; or
- (f) an employee of Parliament or a provincial legislature.

² Shareholder" means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company.

3.9 Have you been in the service of the state for the past twelve months? **YES / NO**

9

<i>Contractor</i>	<i>Witness 1</i>	<i>Witness 2</i>	<i>Employer</i>	<i>Witness 1</i>	<i>Witness 2</i>

3.9.1 If yes, furnish particulars.....

.....

3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

3.10.1 If yes, furnish particulars.

.....
.....

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

3.11.1 If yes, furnish particulars

.....
.....

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

3.12.1 If yes, furnish particulars.

.....
.....

3.13 Are any spouse, child or parent of the company's directors, trustees, managers, principal shareholders or stakeholders in the service of the state? **YES / NO**

3.13.1 If yes, furnish particulars.

.....
.....

3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract. **YES / NO**

3.14.1 If yes, furnish particulars:

.....
.....

Contractor

Witness 1

Witness 2

10

Employer

Witness 1

Witness 2

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

Full Name	Identity Number	State Employee Number

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

Contractor

Witness 1

Witness 2

11

Employer

Witness 1

Witness 2

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

(delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the **90/10** preference point system.
- b) The applicable preference point system for this tender is the **80/20** preference point system.
- c) Either the **90/10 or 80/20 preference point system** will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

- (a) “tender” means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) “price” means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) “Rand value” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) “tender for income-generating contracts” means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) “The Act” means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

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

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

3.2.1. POINTS AWARDED FOR PRICE

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

13

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

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

Where

- P_s = Points scored for the price of tender under consideration
- P_t = Price of tender under consideration
- P_{max} = Price of the highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2), 5(2), 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender, the tenderer will be allocated points based on the goals stated in Table 1 below, as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
- (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system, then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point systems.

The project will be evaluated based on the 80/20 preference point system.

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Required document to claim preference points
Locality	10 Points	Lease Agreement / Rates Clearance / Rates Account
Youth Owned Company	08 Points	CSD Report/ Certified I.D of Directors
Black Owned Company	02 Points	CSD Report/Certified I.D Copy of Director

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

LOCALITY

Locality of supplier	Number of Points for Preference (80/20)
Within the boundaries of Sakhisizwe Local Municipality	10 Points
Within the boundaries of Chris Hani District	04 Points
Within the boundaries of the Eastern Cape	03 Points
Outside the boundaries of the Eastern Cape/ within South Africa	02 Points
Outside South Africa or Failure to provide proof	0 Points

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of the contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution, if deemed necessary.

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

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....

Contractor

Witness 1

Witness 2

16

Employer

Witness 1

Witness 2

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT

This Municipal Bidding Document (MBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017 and the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:201x.

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2017 (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: 2011 as follows:

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

Where:

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

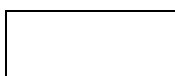
Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by the South African Reserve Bank (SARB) at 12:00 on the date, one week (7 calendar days) prior to the closing date of the bid, as required in paragraph 4.1 below

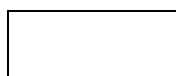
1.7. A bid will be disqualified if:

- 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

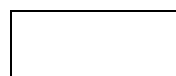
- 2.1. **“bid”** includes advertised competitive bids, written price quotations or proposals;
- 2.2. **“bid price”** price offered by the bidder, excluding value-added tax (VAT);
- 2.3. **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;

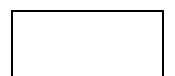

Contractor


Witness 1


Witness 2


Employer


Witness 1


Witness 2

- 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>
_____	_____ %
_____	_____ %
_____	_____ %

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 is 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: Bidders 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: _____ (Sakhisizwe Local Municipality):

<div style="border: 1px solid black; width: 100px; height: 30px; margin: 0 auto;"></div>	<div style="border: 1px solid black; width: 100px; height: 30px; margin: 0 auto;"></div>	<div style="border: 1px solid black; width: 100px; height: 30px; margin: 0 auto;"></div>	<div style="border: 1px solid black; width: 100px; height: 30px; margin: 0 auto;"></div>	<div style="border: 1px solid black; width: 100px; height: 30px; margin: 0 auto;"></div>	<div style="border: 1px solid black; width: 100px; height: 30px; margin: 0 auto;"></div>
<i>Contractor</i>	<i>Witness 1</i>	<i>Witness 2</i>	<i>Employer</i>	<i>Witness 1</i>	<i>Witness 2</i>

NB The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorised 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 (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

10. MBD 7.1 CONTRACT FORM-RENDERING OF SERVICES

CONTRACT FORM - RENDERING OF SERVICES

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SERVICE PROVIDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SERVICE PROVIDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)..... in accordance with the requirements and task directives/proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.

2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - Preference claims for Broad-Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)

3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.

4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.

5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1

2

DATE:

CONTRACT FORM - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I.....in my capacity as.....
accept your bid under reference numberdated.....for the rendering of services indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating service delivery instructions is forthcoming.
3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	TOTAL PREFERENCE POINTS CLAIMED	POINTS CLAIMED FOR EACH SPECIFIC GOAL

4. I confirm that I am duly authorised to sign this contract.

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1

2

DATE:

Contractor

Witness 1

Witness 2

21

Employer

Witness 1

Witness 2

11. MBD 8 – DECLARATION OF BIDDER’S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury’s database as a company or person prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? (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).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
Item	Question	Yes	No

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.7.1	If so, furnish particulars:		

CERTIFICATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Contractor

Witness 1

Witness 2

23

Employer

Witness 1

Witness 2

12. MBD 9 – CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Form must form part of all bids¹ invited.

- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.

- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.

- 4 This Form serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.

- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

24

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

(Name of Municipality / Municipal Entity)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read, and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorised by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorised by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word “competitor” shall include any individual or organisation, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where the product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit a bid;

Contractor

Witness 1

Witness 2

25

Employer

Witness 1

Witness 2

(e) the submission of a bid which does not meet the specifications and conditions of the bid; or

(f) bidding with the intention not to win the bid.

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, conditions or delivery particulars of the products or services to which this bid invitation relates.

9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

Contractor

Witness 1

Witness 2

26

Employer

Witness 1

Witness 2

Contents		
Number	Heading	Pages
The Tender		
Part T1: Tendering Procedures		
T1.1	Tender Notice and Invitation to Tender	2
The Contract		
Part C1: Agreements and Contract Data		
C1.1	Form of Offer and Acceptance	28
C1.2	Contract Data	30
C1.3	Tenderer's Direct Participation in Targeted Labour	35
C1.4	Pro-forma Performance Guarantee	37
C1.5	Occupational Health and Safety Agreement	40
Part C2: Pricing Data		
C2.1	Pricing Instructions	42
C2.2	Bill of Quantities	44
Part C3: Scope of Work		
C3.1	Description of the Works	61
C3.2	Engineering	62
C3.3	Construction	63
C3.4	Particular Specifications	65
Part C4: Site Information		
C4.1	Locality Plan	96
C4.2	Tender Drawings	105

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C1.1. Form of Offer and Acceptance Offer

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

BID NO: SLM/SCM/75/2025/2026
CONSTRUCTION OF HOTA TO MBEWULA CULVERTS

The tenderer, identified in the offer signature block below, has examined the documents listed in the tender data and addenda thereto as listed in the Returnable Schedules, and by submitting this offer has accepted the conditions of tender.

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

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

.....

..... RAND (in words); R

..... (in figures)

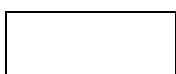
This offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document to the tenderer before the end of the period of validity stated in the Tender Data, whereupon the Tenderer becomes the party named as the Contractor in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

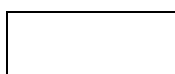
SIGNED ON BEHALF OF/BY THE TENDERER:

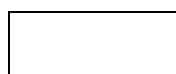
NAME
CAPACITY

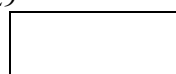
SIGNATURE
DATE

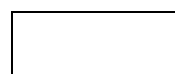
Name and address of Organisation:
--

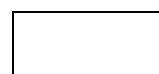

Contractor


Witness 1


Witness 2


Employer


Witness 1


Witness 2

Acceptance

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

The terms of the contract are contained in:

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

and drawings and documents or parts thereof, which may be incorporated by reference into 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 Returnable Documents as well as any changes to the terms of the Offer agreed by the Tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Agreement. No amendments to or deviations from said documents are valid unless contained in this schedule which must be duly signed by the authorised representative(s) of both parties.

The tenderer shall within two weeks of receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), or when or just after this Agreement comes into effect, contact the employer's agent (whose details are given in the Contract Data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

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

SIGNED ON BEHALF OF/BY THE EMPLOYER:

NAME	SIGNATURE
CAPACITY	DATE

SAKHISIZWE LOCAL MUNICIPALITY P O BOX 5556 CALA 5455

SIGNED BY WITNESS:

NAME	SIGNATURE	DATE	

30

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

C1.2. Contract Data

Part 1: Contract Data Provided by the Employer

GENERAL CONDITIONS OF CONTRACT

The following standardised General Conditions of Contract:

General Conditions of Contract for Construction Works (Third Edition, 2015)

Prepared by the South African Institution of Civil Engineering (SAICE) shall apply to and from the General Conditions of Contract for this contract. Copies of these Conditions of Contract are obtainable from the South African Institution of Civil Engineering (SAICE), Private Bag X200, Halfway House 1685, Tel: (011) 805 5947, Fax: (011) 805 5971, email: civilinfo@saice.org.za.

Copies of the General Conditions of Contract are available for inspection and scrutiny at the offices of the Employer's Agent.

The General Conditions of Contract 2015 make references to the Contract Data for specific data, which, together with these conditions, collectively describe the risks, liabilities and obligations of the contracting parties and the procedures for the administration of the Contract. The Contract Specific Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the General Conditions of Contract.

The General Conditions of Contract shall be read in conjunction with the variations, amendments and additions set out in the Contract Specific Data below. Each item of data given is cross-referenced to the Clause in the General Conditions of Contract to which it mainly applies.

CONTRACT SPECIFIC DATA

The following Contract-specific data are applicable to this Contract:

Clause 1.1.1.13: Defects Liability Period

The defects liability period is a period of 6 months, measured from the date of the Certificate of Completion.

Clause 1.1.1.14: Due Completion Date

The date for achieving Practical Completion is a date **EIGHT (8) months** after the Commencement Date.

Clause 1.1.1.15: Employer

The **Employer** is Sakhisizwe Local Municipality represented by Mr SC Mkabile and/or such person or persons duly authorized thereto by the Employer in writing, and the legal successors in title of this person and is referred to in this Contract Document as "Employer".

Clause 1.1.1.16: Employer's Agent

The **Employer's Agent**, referred to in the documents, is the firm of Consulting Employer's Agents, PMU Office acting through a Director, an Associate or an official authorized thereto in writing.

The name of the Employer's Agent is: PMU Office their successors duly appointed by the Employer.

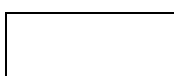
Clause 1.1.1.26: Pricing Strategy

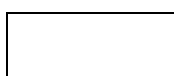
The Pricing Strategy is Re-measurement Contract.

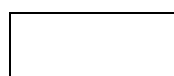
Clause 1.1.1.28: Scope of Work

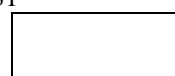
Replace with the following:

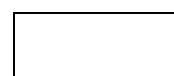
"Scope of Work" means the document(s) containing the Standard Specifications, the Project Particular Specifications and the Drawings, that specify and describe the Works which are to be provided, and any other requirements and constraint relating to the manner in which the work is to be carried out

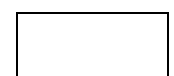

Contractor


Witness 1


Witness 2


Employer


Witness 1


Witness 2

Clause 1.1.1.34: Writing
Add the following Clause after Clause 1.1.1.34

1.1.1.35 “Drawings” means all drawings, calculations and technical information forming part of the Tender Documents (other than information contained in the Specifications) and any modifications thereof or additions thereto from time to time approved in writing by the Employer’s Agent or delivered to the Contractor by the Employer’s Agent.

Clause 1.2.1.2: Notices

The name of the Employer is : SAKHISIZWE LOCAL MUNICIPALITY

The address of the Employer is : P O Box 5556, Mthatha Road, Cala, 5455

Clause 1.3.5: Contractor’s Copyright

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

The person, firm, or body to whom these documents are issued or made available shall be held jointly and severally responsible in their personal and corporate capacities for any contravention of the requirements of Clause 1.3.5. The recipients of these documents shall treat the documents as well as the details contained herein as private and confidential.

Clause 3.2.3: Employer’s Approval Required

The PMU is required to obtain the specific approval of the Technical Director before executing any of the following functions or duties:

1. Providing consent for subcontracting part of the contract in terms of Clause 4.4.
2. The issuing of an instruction to accelerate progress in terms of Clause 5.7.3.
3. Granting permission to work during non-working times in terms of Clause 5.8.1.
4. Suspend the progress of the works in terms of Clause 5.11.2.
5. The reduction of a penalty for delay in terms of Clause 5.13.2.
6. Issuing of instructions to carry out work on a daywork basis in terms of Clause 6.4.1.4.
7. The determination of additional or reduced costs arising from changes in legislation in terms of Clause 6.8.4.
8. The agreeing of the adjustment of the sums for general items in terms of Clause 6.11.
9. Authorising the Contractor to repair and make good, excepted risks in terms of Clause 8.2.2.2.

Clause 4.3: Legal Provisions

4.3.3 The Employer and the Contractor shall enter into an agreement to complete the work required for the construction of the works in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act (No. 85 of 1993) and the Construction Regulations promulgated thereunder, as well as any further requirements stipulated in this contract document.

4.3.4 The Contractor shall provide proof to the Employer, within 14 days of the Commencement Date, that he/she has paid all contributions required in terms of the Compensation for Occupational Injuries and Diseases Act (Act No.130 of 1993).

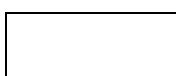
Clause 5.3: Commencement of Works

The Contractor shall commence executing the Works within 14 days from the Commencement Date.

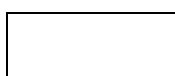
Notwithstanding the above, the Contractor will not be permitted to commence executing the Works before the Form of Guarantee and required insurances and other specified items have been submitted and approved.

Clause 5.4: Access to the Site

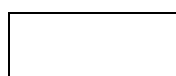
5.4.4 The Contractor shall bear all costs and charges for special and temporary rights of way required by him in connection with access to the Site. The Contractor shall also provide at his/her own cost any additional



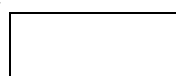
Contractor



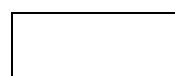
Witness 1



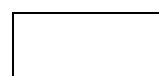
Witness 2



Employer



Witness 1



Witness 2

facilities outside the Site required by him/her for the purposes of the Works.

Clause 5.6.1: Programme of Works

The Contractor shall deliver the programme of work within 14 days of the Commencement Date. The programme shall clearly show the order in which the Contractor proposes to carry out the work, including the critical path, the proposed rate of progress and a linked cash flow forecast. The programme shall be updated monthly.

Clause 5.8: Non-Working Times

The special non-working days are Saturday, Sunday, the days falling in the year-end break, and all gazetted public holidays falling outside the year-end break.

The year-end break commences on **15 December 2026** and ends on **11 January 2026**.

Clause 5.9: Instructions

5.9.8 Tender Drawings shall be used for tender purposes only and shall not be used for construction.

The Employer's Agent shall have full power and authority to supply to the Contractor from time to time during the progress of the Works copies of such further drawings and such instructions as shall be necessary for the purpose of the proper and adequate execution and maintenance of the Works, which the Contractor shall carry out and be bound by.

Clause 5.12.2.2: Extension of Time

Regardless of the cause of any delay, an extension of time will only be considered if it can be shown that the activity delayed is on the critical path indicated on the Programme of Works (Clause 5.6.1).

No extension of time will be granted in respect of any delays attributed to normal climatic conditions. Normal Climatic Conditions shall be deemed to include normal rainfall and associated wet conditions and materials, strong winds and extremes of temperature. However, in the event that delays to critical activities exceed the number of working days listed below for each month, then abnormal climatic conditions shall be deemed to exist, and an extension of time shall be granted in accordance with the provisions of that Clause.

The number of days quoted below shall be regarded as a fair estimate of the delays to be anticipated and allowed for under normal climatic conditions, where inclement weather prevents or disrupts work on the critical path.

January	7 days	May	2 days	September	3 days
February	6 days	June	1 days	October	6 days
March	6 days	July	2 days	November	7 days
April	3 days	August	3 days	December	7 days

Claims for delays for abnormal climatic conditions shall be accompanied by substantiating facts and evidence, which shall be submitted timeously as each day or half-day delay is experienced. Should an extension of time be granted by the Employer's Agent, such extension of time will be added to the Time for Completion or set against any over-provision that may have occurred in the abovementioned schedule.

It shall be further noted that where the critical path is not affected, no extension of time for abnormal climatic conditions or for any other reason will be entertained.

Clause 5.12.3: Adjustment to General Items

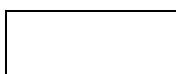
The cost of time-related general items will be calculated on the basis of the number of days in Clause 5.8.

Clause 5.13.1: Penalty for Delay

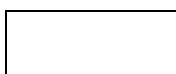
The penalty for failing to complete the Works on time is **R 3 000.00** per calendar day.

Clause 6.2: Security

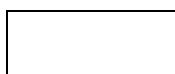
The Deed of Guarantee is to be delivered to the Employer within 14 days of the Commencement Date. The Proforma Performance Guarantee shall be worded as set out in the document included in



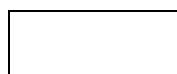
Contractor



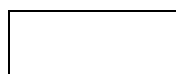
Witness 1



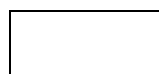
Witness 2



Employer



Witness 1



Witness 2

Part C1: Agreement and Contract Data

Contract Data Provided by the Employer

C1.5. The liability of the guarantee shall be for 10% of the Contract Price.

Clause 6.8.2: Contract Price Adjustment

The Contract Price shall not be subject to contract price adjustment.

Clause 6.10.1.5: Interim Payments – Materials on Site

The percentage advance on materials on site but not yet built into the Permanent Works is 80% (eighty per cent).

Clause 6.10.3: Retention Money

The percentage retention on the amounts due to the Contractor is 10% (ten per cent). The limit of retention is 5% of the Contract Price, including allowances for contingencies and Contract Price Adjustment.

A guarantee in lieu of retention is not permitted.

Clause 6.10.5: Payment of Retention Money

The full limit of the retention money shall become due and paid to the Contractor when the Employer’s Agent shall have issued a Certificate of Completion in terms of Clause 5.14.4

Clause 8.6.1: Insurances

Clause 8.6.1.1.2

The value of the materials supplied by the Employer to be included in the insurance sum is R0.00 -Nil.

Clause 8.6.1.1.3

The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is R0.00 -Nil.

Clause 8.6.1.3

The limit of indemnity for liability insurance is R10 000 000.00 for any single claim – the number of claims is unlimited during the construction.

Clause 8.6.1.5: Additional Insurance

Additional Insurance is required for the following:

- a) Insurance of Construction Plant and Equipment (including tools, offices and other temporary structures and contents) and all other items (except those intended for incorporation into the Works) brought onto the site for a sum sufficient to provide for their replacement.
- b) Insurance in terms of the provisions of the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993.
- c) Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger Liability Indemnity.
- d) Where the contract involves manufacturing and/or fabrication of the works or part thereof at premises other than the Site, the Contractor shall satisfy the Employer that all materials and equipment for incorporation in the works are adequately insured during manufacture and/or fabrication. In the event of the Employer having an insurable interest in such works during manufacture or fabrication, then such interest shall be noted by endorsement to the Contractor's Policies of Insurance.

The insurance policy held by the Contractor shall cover “wet risks” because a portion of the works will be in the confines of an existing river and stormwater channel.

- e) Professional Indemnity Insurance providing cover in an amount of not less than R10 000 000.00 in respect of each and every claim. This insurance shall remain in force after completion of this contract for a period of not less than 1 (one) year.

[Signature Box]

Contractor

[Signature Box]

Witness 1

[Signature Box]

Witness 2

[Signature Box]

Employer

[Signature Box]

Witness 1

[Signature Box]

Witness 2

Clause 8.6.6: Proof of Payment

The contractor shall, within 14 days of the Commencement Date, provide the Employer/Employer's Agent with the relevant policy or policies of insurance.

Clause 9.2.1: Termination by the Employer

The employer shall terminate the contracts if;

- 9.2.1.3.8 The Contractor fails to provide the required Guarantee and insurance within the prescribed time.
- 9.2.1.3.9 The Contractor committed a corrupt or fraudulent act during the procurement process or the execution of the contract.
- 9.2.1.3.10 An official or other role player committed any corrupt or fraudulent act during the procurement process or in the execution of the contract that benefited the Contractor.

Clause 10.5 and 10.6: Dispute Resolution

Dispute resolution shall be by ad-hoc adjudication.

ADDITIONAL CONDITIONS OF CONTRACT

The additional Conditions of Contract are:

Clause 11: Contractor to Provide Everything Necessary

The Contractor is to provide all labour, material, workmanship, machinery and everything which is or may be necessary in and for the execution and entire completion of the Contract in accordance with the Conditions of Contract, Drawings and Scope of Work.

Clause 12: Details to be Confidential

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C1.3. Tenderer's Direct Participation of Targeted Labour

Applicable Standard Specification

The applicable Standard Specification is SANS 1914 – Part 4 (2002): Targeted Construction Procurement: Participation of targeted enterprises and targeted labour (local resources).

1. Definitions

With reference to clause 2 of SANS 1914-4, the following definitions shall apply to this schedule:

1.1 Targeted Labour

Individuals, employed by the contractor and his / her targeted enterprise in the performance of the contract, who are defined as the target group in the contract and who permanently reside in the target area or who are recognised as being residents of the target area on the basis of identification and association with and recognition by the residents of the target area.

1.2 Target Group

For this project, the contract does not specify the target group based on gender, age or disability. However, specifically excluded from the Target Group is the contractor's own staff unless such staff are also from the Target Area. The minimum duration of employment for local labour is 2 months.

1.3 Target Area

For this project, the target area is defined as **HOTA TO MBEWULA CULVERTS** within the **Sakhisizwe Municipal Area**.

1.4 Labour Maximisation

Labour maximisation shall contribute a minimum of **10%** of the value of works (excluding the value of work carried out by any specialist subcontractors for which there are no suitable targeted enterprises available).

Labour Intensive Construction / Use of Local Labour

This project qualifies as EPWP. The contractor is encouraged to make use of local labour in order to promote labour-intensive construction. The labour-intensive work to be done under the contract is as stated below:

- Relocation of existing services
- Removal and reinstatement of fences
- Paving of road using segmented block pavers
- Construction of masonry storm water inlet and outlet structures
- Traffic accommodation
- Installation of road signs and road markings
- Landscaping and general cleaning

The minimum labour rate as specified by the relevant government departments will be used.

All people who will be required to perform the work will have to be trained by the Department of Labour prior to the commencement of the project. The target beneficiaries for NSF-funded skills development programmes are:

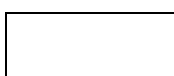
- Unemployed people, of whom, in aggregate, at least 85% should be black; 54% women, and 4% should be people with disabilities
- People who have recently been the victims of natural or social disasters
- Retrenched workers
- Young people
- People engaged in micro or survivalist entrepreneurial activities and are currently not registered for the skills development levy

2. Conditions associated with the granting of preferences

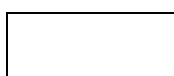
The tenderer undertakes to:

- 1) Engage one or more targeted labour in accordance with the provisions of the SANS 1914-4 as varied in section 3 hereunder;
- 2) Maximise labour-intensive practices for targeted enterprises as per EPWP.

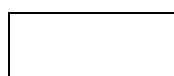
36



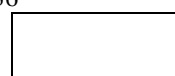
Contractor



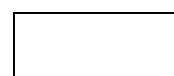
Witness 1



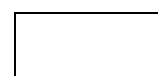
Witness 2



Employer



Witness 1



Witness 2

Part C1: Agreement and Contract Data

Tenderer's Direct Participation of Targeted Labour

- 3) Accept the sanctions set out in Section 2 below, should such conditions be breached;
- 4) Complete the Targeted Labour (CPG) calculation form contained in Section 4 below; and
- 5) Complete the Supporting Contract Participation Goal Calculation contained in Section 6 below.

3. Variations to the targeted construction procurement specification SANS 1914-4

The variations to SANS 1914-4 are set out below. Should any requirements of the variations conflict with requirements of SANS 1914-4, the requirements of the variations shall prevail.

3.1 Clause 3.3 Contract Participation Goal Credits

Calculations of the contract participation goals shall be based on a % of labour costs of the Net Amount (NA) and not as calculated in accordance with Methods 1 or 2 in Annexure A of SANS 1914-4.

4. Sanctions

In the event that the Tenderer fails to substantiate that any failure to achieve the Contract Participation Goal was due to quantitative under runs, the elimination of items, or any other reasons beyond the Contractor's control which may be acceptable to the Employer, it shall be liable to pay to the Employer a financial penalty calculated in the following manner:

P = 0,50 X (D-Do)X NA

Where D = tendered Contract Participation Goal percentage.

Do= the Contract Participation Goal, which the Employer's representative, based on the credits passed, certifies as being achieved upon completion of the contract.

NA = Net Amount (actual contract expenditure, adjusted to exclude non-applicable expenditure such as expenditure specified by the Engineer for items with no local labour content and specialist contractors excluding VAT)

P = Rand value of penalty payable

5. Tender Contract Participation Goal in respect of targeted labour

I/We hereby tender a Contract Participation Goal of% (minimum: 10%) in compliance with the Employer's Socio-Economic Requirements.

The undersigned, who warrants that he/she is duly authorised to do so on behalf of the firm or sole proprietor, confirms that he/she understands the conditions under which such preferences are granted.

Signature:

Name:

Duly authorised to sign on behalf of:

.....

Telephone:.....

Fax:.....

6 Supporting Targeted Labour (CPG) calculation

TYPE OF TARGETED LABOUR	WORKING HOURS	RATE	TOTAL WAGE COST
Permanent labour*			
Temporary labour			
SMME labour			
		Total	

*Note: A tenderer may only claim permanent staff as eligible for preference points if said staff are also from the Target Area. Permanent staff is considered to be those who have been continuously employed by the tenderer for at least three months prior to the commencement of this project.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C1.4. Proforma Performance Guarantee

GUARANTOR DETAILS AND DEFINITIONS

“Guarantor” means:

.....

Physical address:

.....

“Employer” means: Sakhisizwe Local Municipality

“Contractor” means

.....

“Employer’s Agent” means: PMU

“Works” means:

.....

“Site” means:

.....

“Contract” means: The Agreement made in terms of the Form of Offer and Acceptance and such amendments or additions to the Contract as may be agreed in writing between the parties.

“Contract Sum” means: The accepted amount inclusive of tax of R.....

Amount in words:

.....

“Guaranteed Sum” means: The maximum aggregate amount of R.....

Amount in words:

.....

“Expiry Date” means:

.....

CONTRACT DETAILS

Employer’s Agent issues: Interim Payment Certificates, Final Payment Certificate and the Certificate Completion of the Works as defined in the Contract.

PERFORMANCE GUARANTEE

1. The Guarantor’s liability shall be limited to the amount of the Guaranteed Sum.
2. The Guarantor’s period of liability shall be from and including the date of issue of this Performance Guarantee and up to and including the Expiry Date or the date of issue by the Employer’s Agent of the Certificate of Completion of the Works or the date of payment in full of the Guaranteed Sum, whichever occurs first. The Employer’s Agent and/or the Employer shall advise the Guarantor in writing of the date on which the Certificate of Completion of the Works has been issued.

The Guarantor hereby acknowledges that:

- 2.1. Any reference in this Performance Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship;

Contractor

Witness 1

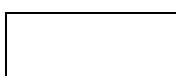
Witness 2

Employer

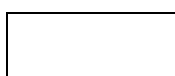
Witness 1

Witness 2

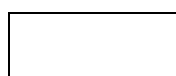
- 2.2. Its obligation under this Performance Guarantee is restricted to the payment of money.
3. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.1 to 4.3:
 - 3.1. A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Employer's Agent in an Interim or Final Payment Certificate has not been made in terms of the Contract, and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 4.2;
 - 3.2. A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) days has elapsed since the first written demand in terms of 4.1 and the sum certified has still not been paid;
 - 3.3. A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 4.
4. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Performance Guarantee, such demand stating that:
 - 4.1. the Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 5; or
 - 4.2. a provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Performance Guarantee is called up in terms of 5; and
 - 4.3. the aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.
5. It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in terms of 1.
6. Where the Guarantor has made payment in terms of 5, the Employer shall upon the date of issue of the Final Payment Certificate submit an expense account to the Guarantor showing how all monies received in terms of this Performance Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Performance Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.
7. Payment by the Guarantor in terms of 4 or 5 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
8. Payment by the Guarantor in terms of 5 will only be made against the return of the original Performance Guarantee by the Employer.
9. The Employer shall have the absolute right to arrange his/her affairs with the Contractor in any manner which the Employer may deem fit and the Guarantor shall not have the right to claim his/her release from this Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.
10. The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
11. This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 2, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.
12. This Performance Guarantee, with the required demand notices in terms of 4 or 5, shall be regarded as a liquid document for the purposes of obtaining a court order.
13. Where this Performance Guarantee is issued in the Republic of South Africa, the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court



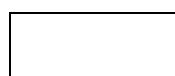
Contractor



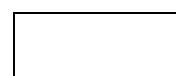
Witness 1



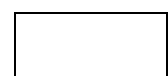
Witness 2



Employer



Witness 1

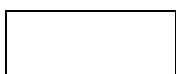


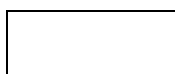
Witness 2

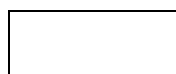
of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

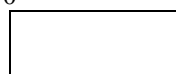
SIGNED AT:

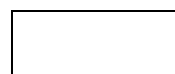
GUARANTOR (1)	SIGNATURE
DATE	CAPACITY
GUARANTOR (2)	SIGNATURE
DATE	CAPACITY
WITNESS (1)	SIGNATURE
WITNESS (2)	SIGNATURE

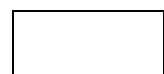

Contractor


Witness 1


Witness 2


Employer


Witness 1


Witness 2

C1.5. Occupational Health and Safety Agreement

AGREEMENT MADE AND ENTERED INTO BETWEEN SAKHISIZWE LOCAL MUNICIPALITY (HEREINAFTER CALLED THE "EMPLOYER") AND

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

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

I,
representing

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

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

+
COID ACT Registration Number:

OR Compensation Insurer: Policy No.:

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

I further undertake to ensure that any subcontractors employed by me will enter into an Occupational Health and Safety Agreement separately, and that such subcontractors comply with the conditions set.

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

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

Signed at on theday of.....20.....

SIGNED BY/ON BEHALF OF CONTRACTOR - MANDATORY

NAME

SIGNATURE

DATE

SIGNED BY WITNESS:

NAME

SIGNATURE

DATE

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Signed at on the day of..... 20.....

SIGNED BY/ON BEHALF OF SAKHISIZWE LOCAL MUNICIPALITY

NAME

SIGNATURE

DATE

SIGNED BY WITNESS:

NAME

SIGNATURE

DATE

Occupational Health and Safety Conditions

1. The Chief Executive Officer of the Contractor shall assume the responsibility in terms of Section 16(1) of the Occupational Health and Safety Act (as amended). Should the Contractor assign any duty in terms of Section 16(2), a copy of such assignment shall immediately be provided to the representative of the Employer as defined in the Contract.
2. All work performed on the Employer's premises shall be performed under the supervision of the construction supervisor who understand the hazards associated with any work that the Contractor performs on the site in terms of Construction Regulations 2014.
3. The Contractor shall appoint a Competent Person who shall be trained on any occupational health and safety aspect pertaining to them or to the work that is to be performed.
4. The Contractor shall ensure that he familiarises himself with the requirements of the Occupational Health and Safety Act and that he/she, his/her employees, and any sub-contractors, comply with them.
5. Discipline in the interests of occupational health and safety shall be strictly enforced.
6. Personal protective equipment shall be issued by the Contractor as required and shall be worn at all times where necessary.
7. Written safe work procedures and appropriate precautionary measures shall be available and enforced, and all employees shall be made conversant with the contents of these practices.
8. No substandard equipment/machinery/articles or substances shall be used on the site.
9. All incidents referred to in terms of Section 24 of the Occupational Health and Safety Act shall be reported by the Contractor to the Department of Labour and the Employer.
10. The Employer hereby obtains an interest in the issue of any formal inquiry conducted in terms of Section 32 of the Occupational Health and Safety Act and into any incident involving a Contractor and/or his/her employees and/or his/her sub-contractor/s.
11. No use shall be made of any of the Employer's machinery/plant/equipment/substance/personal protective equipment or any other article without prior arrangement and written approval.
12. No alcohol or any other intoxicating substance shall be allowed on the site. Any person suspected of being under the influence of alcohol or any other intoxicating substance shall not be permitted access to, or allowed to remain on the site.
13. Prior to commencement of any work, verified copies of all documents mentioned in the agreement, must be presented to the Employer.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Part C2: Pricing Data and Bill of Quantities

		<u>Page</u>
C2.1	Pricing Instructions	43
C2.2	Bill of Quantities	44

Contractor

Witness 1

Witness 2

43

Employer

Witness 1

Witness 2

C2.1. Pricing Instructions

1. Measurement and payment shall be in accordance with the relevant provisions of the COLTO Standard Specifications(1998 edition).
2. The units of measurement described in the Bill of Quantities are metric units. Abbreviations used in the Bill of Quantities are as follows:

%	=	per cent	m ² .pass	=	square metre-pass
h	=	hour	m ³	=	cubic metre
ha	=	hectare	m ³ .km	=	cubic metre-kilometre
kg	=	kilogram	MN	=	meganewton
kl	=	kilolitre	MN.m	=	meganewton-metre
km	=	kilometre	MPa	=	megapascal
km-pass	=	kilometre-pass	No.	=	number
kPa	=	kilopascal	Prov sum	=	Provisional sum
kW	=	kilowatt	P C sum	=	Prime Cost sum
l	=	litre	sum	=	lump sum
m	=	metre	t	=	ton (1 000 kg)
mm	=	millimetre	W/day	=	Work day
m ²	=	square metre			

3. Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance is made for waste.
4. The prices and rates to be inserted in the Bill of Quantities are to be the full inclusive prices for the work described under the items. Such prices and rates shall cover all costs and expenses that may be required in accordance with the provisions of the Scope of Work, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the Contract Data, as well as overhead charges and profit. These prices shall be used as a basis for assessment of payment for additional work that may have to be carried out.
5. It will be assumed that prices included in the Bill of Quantities 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.sabs.co.za or www.iso.org for information on standards).
6. Where the Scope of Work requires detailed 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 sum amount tendered for such items.
7. An item against which no price is entered will be considered to be covered by the other prices or rates in the Bill of Quantities. A single lump sum will apply should a number of items be grouped together for pricing purposes.
8. The quantities set out in the Bill of Quantities are approximate and do not necessarily represent the actual amount of work to be done. The quantities of work accepted and certified for payment will be used for determining payments due and not the quantities given in the Bills of Quantities.
9. Reasonable compensation will be received where no pay item appears in respect of work required in the Bills of Quantities in terms of the Contract and which is not covered in any other pay item.
10. The short descriptions of the items of payment given in the Bill of Quantities are only for the purposes of identifying the items. More details regarding the extent of the work entailed under each item appear in the Scope of Work.
11. Descriptions in the Bill of Quantities are abbreviated and comply generally with those in the SANS 1200 Standardised Specifications.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C2.2. Bill of Quantities

--

Contractor

--

Witness 1

--

Witness 2

45

Employer

--

Witness 1

--

Witness 2

ITEM	PAY REF	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
1	12.00	SECTION 1200 - GENERAL REQUIREMENTS AND PROVISIONS				
1.1	B12.01	Excavation for Location of existing services by hand	m ³	100		
1.2	B12.02	Removal, relocation and reinstatement of existing services				
1.2.1		(a) Utility Services				
1.2.1.1		(i) Removal, relocation, reinstatement and lowering of existing services by the service owners or using approved selected sub-contractors.	Prov.Sum	1	20 000.00	R 20 000.00
1.2.1.2		(ii) Handling cost and profit in respect of sub-item 1.2.1 (a)(i)	%	20 000		
TOTAL CARRIED TO SUMMARY						
ITEM	PAY REF	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R

2	13.00	SECTION 13000 - CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS				
2.1	B13.01	Contractor's general obligations				
2.1.1		(a) Fixed Obligations	L/Sum	1		
2.1.2		(b) Value-related obligations	L/Sum	1		
2.1.3		(c) Time-related obligations	Month	8		
TOTAL CARRIED TO SUMMARY						
ITEM	PAY REF	DESCRIPTION	UNIT	QTY	RATE	R AMOUNT

3	14.00	SECTION 1400 - HOUSING, OFFICES AND LABORATORY FOR THE ENGINEER'S SITE PERSONNEL				
3.1	14.01	Office and laboratory accommodation:				
3.1.1		(a) Offices (interior floor space only)	m ²	20		
3.1.2		(b) Laboratories (interior floor space only)	m ²	20		
3.1.3		(e) Ablution units	m ²	4		
3.2	14.02	Office and laboratory furniture:				
3.2.1		(a) Chairs	No	8		
3.2.2		(d) Desks, complete with drawers and locks	No	2		
3.2.3		(e) Drawing tables	No	1		
3.3		Services as specified in clause 1404, namely water, electricity, sewerage, etc, etc:				
3.3.1	14.03	(a) Services at offices and laboratories, labourers' accomodation				
3.3.1.1		(i) Fixed costs	L.Sum	1		
3.3.1.2		(ii) Running costs	month	8		
3.3.2		Telephones				
3.3.2.1		(a) Cost of calls in connection with contract administration	Prov Sum	1	25 000.00	R 25 000.00
3.3.2.2		(b) Handling cost and profit in respect of subitem B14.11 (a)	%	25000		
3.4	B14.13	Provision for Engineers site personnel				
3.4.1		(a) Provide Computer, Printer and Cellphone for Engineer's site supervisory personnel	Prov Sum	1.00	25 000	R 25 000.00
3.4.2		(d) Handling cost and profit in respect of subitems 3.11.1 above	%	25 000		
TOTAL CARRIED TO SUMMARY						
ITEM	PAY REF	DESCRIPTION	UNIT	QTY	RATE	R AMOUNT

4	C	SECTION C - OCCUPATIONAL HEALTH AND SAFETY				
4.1	C.01	Preparation of Contractor's site specific Health and Safety Plan	L/Sum	1		
4.2	C.02	Principal Contractor's initial obligations in respect of the OHS Act and Construction Regulations	L/Sum	1		
4.3	C.03	Principal Contractor's time related obligations in respect of the OHS Act and Construction Regulations	Month	8		
4.4	C.04	Provision for Personal Protective Equipment & Protective Clothing:				
4.4.1		(i) Reflective vests	No	10		
4.4.2		(ii) Reflective bibs	No	30		
4.4.3		(iii) Hard hats	No	20		
4.4.4		(iv) Protective footwear	No	30		
4.4.5		(v) Earplugs	No	20		
4.4.6		(vi) Dust masks	No	20		
4.4.7		(vii) High visibility overalls	No	20		
4.4.8		(viii) Gloves	No	20		
4.4.9		(ix) Earmuffs	No	20		
4.5	C.05	Provision of a full-time Construction Health and Safety Officer	Month	8		
4.6	C.06	Costs of medical certificates and Medical Surveillance				
4.6.1		(a) Initial (baseline) medical examinations, including audiometric and lung function testing.	No	10		
4.6.2		(b) Periodic examinations	No	20		
4.6.3		(c) Exit examinations	No	10		
4.7	C.07	Provision of First Aid boxes	No	2		
4.8	C.08	Provision for the appointment of an Occupational Health and Safety Consultant	Prov Sum	1	250 000	R 250 000.00
TOTAL CARRIED TO SUMMARY						
ITEM	PAY REF	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R

5	D	SECTION D - HIV/AIDS AWARENESS EDUCATION				
5.1	D10.01	HIV/AIDS Awareness education				
5.1.1		(a) Preparation and submission of HIV/AIDS Service Provider Workshop Plan	L/Sum	1		
5.1.2		(b) Conduct HIV/AIDS awareness workshops on site for all local and other workers employed on the contract inclusive of all direct and indirect costs	L/Sum	1		
5.1.3		(c) Provide and maintain condom dispensers (for both male and female condoms) on site	L/Sum	1		
TOTAL CARRIED TO SUMMARY						
ITEM	PAY REF	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R

6	E1	SECTION E - LABOUR AND TRAINING				
6.1	E1.5	Project Steering Committee (PSC)				
6.1.1		(a) Payment of expenses/disbursements to members of the PSC	Prov Sum	1	14 000	R 14 000.00
6.1.2		(b) Handling cost and profit in respect of subitem 6.1.1	%	14 000		
6.2	E1.6	Community Liaison Officer (CLO)				
6.2.1		(a) Remuneration of the CLO	Prov Sum	1	48 000	R 48 000.00
6.2.2		(c) Handling cost and profit in respect of subitems 6.2.1 above	%	48 000		
6.3	E1.7	Provision of accredited training				
6.3.1		(a) Wages and salaries of local labourers employed by the Contractor in respect of training periods for on site training by the contractor during which no productive work is executed	Prov Sum	1	15 000	R 15 000.00
6.3.2		(b) Accredited and approved training courses for selected local labourers including wages during training	Prov Sum	1	150 000	R 150 000.00
6.3.3		(d) Contractor's charges to allow for handling costs and profit in respect of subitems 6.3.1 & 6.3.2 above	%	165 000		
TOTAL CARRIED TO SUMMARY						

ITEM	PAY REF	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
7	15.00	SECTION 1500 - ACCOMMODATION OF TRAFFIC				
7.1	15.01	Full traffic accommodation including all temporary traffic-control facilities, all signs, flagmen and Traffic Safety Officer.	month	8		
7.2	B15.03	Amber Flashing lights mounted on signs	No	2.0		
7.2.1		Provision of traffic safety equipment for use by the Engineer				
7.2.1.1		(a) Safety Boots and Jackets	No	4.0		
7.2.1.2		(b) Amber flashing lights with magnetic mounts	No	2.0		
TOTAL CARRIED TO SUMMARY						R -

ITEM	PAY REF	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
8	18.00	SECTION 1800 - DAYWORKS				
8.1	B18.01	Personnel during normal working hours				
8.1.1		(a) Unskilled Labour	h	18		
8.1.2		(b) Semi-skilled labour	h	18		
8.1.3		(c) Skilled labour	h	18		
8.1.4		(d) Ganger	h	18		
8.1.5		(e) Flagmen	h	18		
8.2	B18.02	Personnel outside normal work hours				
8.2.1		(a) Outside normal working hours and Saturdays				
8.2.1.1		(i) Unskilled Labour	h	9		
8.2.1.2		(ii) Semi-skilled labour	h	9		
8.2.1.3		(iii) Skilled labour	h	9		
8.2.1.4		(iv) Ganger	h	9		
8.2.1.5		(v) Flagmen	h	9		
8.2.2		(b) Sundays and public holidays:				
8.2.2.1		(i) Unskilled Labour	h	9		
8.2.2.2		(ii) Semi-skilled labour	h	9		
8.2.2.3		(iii) Skilled labour	h	9		
8.2.2.4		(iv) Ganger	h	9		
8.2.2.5		(v) Flagmen	h	9		
8.3	B18.03	Plant				
8.3.1		(a) Front end loader, 2.0 m ³ bucket	h	9		
8.3.2		(b) Backhoe loader, 0.75 m ³ bucket	h	9		
8.3.3		(c) Compressor and two Jackhammers	h	9		
8.3.4		(d) Grader, 14000 kg/100 kW	h	9		
8.3.5		(e) Vibratory roller, 10 000 kg	h	9		
8.3.6		(f) Pneumatic roller, 17 000 kg	h	9		
8.3.7		(g) Pedestrian roller, double drum, 650 mm wide	h	9		
8.3.8		(h) Water bowser, 10 000	h	9		
8.3.9		(i) Concrete mixer 400/300	h	9		
8.4	B18.04	Materials				
8.4.1		(a) Procurement of materials	Prov.Sum	1		R 40 000.00
8.4.2		(b) Contractor's handling costs, profit and all other charges in respect of subitem 11.4.1	%	40 000		
TOTAL CARRIED TO SUMMARY						

ITEM	PAY REF PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
9	21.00	SECTION 2100: DRAINS				
9.1	21.01	Excavation for open drains				
9.1.1		a) Excavating soft material situated within the following depth ranges below the surface level:				
9.1.1.1		i) 0 m up to 1.5 m	m ³	115		
9.1.1.2		ii) Exceeding 1.5 m and up to 3.0 m	m ³	150		
9.1.2		b) Extra over subitem 21.01 (a) for excavation in hard material, irrespective of depth.	m ³	50		
TOTAL CARRIED TO SUMMARY						

ITEM	PAY REF PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
10	22.00	SECTION 2200: PREFABRICATED CULVERTS				
10.1	22.01	Excavation				
10.1.1		(a) Excavating all types of material situated within the following depth ranges below the surface level:				
10.1.1.1		(i) 0 m up to 1,5 m	m ³	110		
10.1.1.2		(ii) Exceeding 1,5 m and up to 3,0 m	m ³	140		
10.2	22.02	Backfilling				
10.2.1		(a) Using excavated material	m ³	150		
10.2.2		(b) Using imported selected material	m ³	650		
10.2.3		(c) Extra over subitems 22.02(a), (b) and B22.27(g) for soil cement backfilling				
10.2.3.1		(i) with 5% cement	m ³	380		
10.2.4		(d) 13mm Crushed stone	m ³	140		
10.3	22.05	Portal and rectangular culverts:				
10.3.1		(b) Without prefabricated floor slab				
10.3.1.1		(i) 2100mm (S) x 1800mm (H). Type 100 S	m	31		
10.3.1.2		(ii) 1800mm (S) x 1800mm (H). Type 100 S	m	31		
10.4	22.07	Cast-in-situ concrete and formwork:				
10.4.1		(b) In floor slabs for portal or rectangular culverts, including formwork, joints and class U2 surface finish (25 MPa concrete)	m ³	50		
10.4.2		(c) In inlet and outlet structures, skewed ends, catchpits, manholes, thrust and anchor blocks, excluding formworks but including class U2 surface finish (25 MPa concrete)	m ³	70		
10.5	22.08	Concrete backfill for culverts (25 MPa concrete)	m ³	20		
10.6	22.10	Steel reinforcement:				
10.6.1		(a) Mild steel bars	ton	2.0		
10.6.2		(b) High-tensile steel bars	ton	15.0		
10.6.3		(c) Welded steel fabric (Ref 395)	kg	1500		
10.7	22.12	Removing existing concrete:				
10.7.1		(a) Plain concrete	m ³	20		
10.7.2		(b) Reinforced concrete	m ³	20		
10.8	22.14	Removing and stacking existing prefabricated culverts:				
10.8.1		(i) 600mm dia. Type 100 D	m	20		
10.8.2		(i) 900mm dia. Type 100 D	m	55		
TOTAL CARRIED TO SUMMARY						

ITEM	PAY REF PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
11	23.00	SECTION 2300: CONCRETE KERBING, CONCRETE CHANNELLING, CHUTES AND DOWNPIPES, AND CONCRETE LININGS FOR OPEN DRAINS				
11.1	23.07	Trimming of excavations for concrete-lined open drains:				
11.1.1		a) In soft material	m ²	170		
11.1.2		b) In hard material	m ²	50		
11.2	23.08	Concrete lining for open drains:				
11.2.1		a) Cast-in-situ concrete lining (25 MPa concrete) for trapezoidal open stormwater drain with thickness, base width, vertical depth and side slopes angled at 1:10 as shown in Drawing SLM-HTM-26-02-SD-03	m ³	65		
11.2.2		b) Class U2 surface finish to cast-in-situ concrete trapezoidal open stormwater drain with thickness, base width, vertical depth and side slopes angled at 1:10 as shown in Drawing SLM-HTM-26-02-SD-03	m ²	170		
11.3	23.09	Formwork to cast-in-situ concrete lining for open drains (Class F2 surface finish):				
11.3.1		a) To sides with formwork on the internal face only	m ²	25		
11.3.2		b) To sides with formwork on both internal and external faces (each face measured)	m ²	25		
11.3.3		c) To ends of slabs	m ²	30		
11.4	23.12	Steel reinforcement				
11.4.1		c) Welded steel fabric (Ref 395)	kg	700		
TOTAL CARRIED TO SUMMARY						

ITEM	PAY REF PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
12	5200	SECTION 5200 : GABIONS				
12.1	52.01	Foundation trench excavation and backfilling				
12.1.1		(a) In solid rock (material which requires blasting)	m ³	50		
12.1.2		(b) In all other classes of material	m ³	150		
12.2	52.02	surface preparation for bedding the gabions	m ²	500		
12.3	52.03	Gabions				
12.3.1		(b) PVC-coated gabion boxes				
12.3.1.1		(i) 1m x 1m x 1m	m ³	120		
12.3.1.2		(ii) 1m x 1m x 2m	m ³	120		
12.3.2		(d) PVC-coated gabion mattresses				
12.3.2.1		(i) 0.17m x 6m x 2m	m ³	50		
12.4	52.04	Filter fabric (Bidim A4 or similar SANS approved)	m ²	700		
TOTAL CARRIED TO SUMMARY						

ITEM	PAY REF	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
13	81.00	SECTION 8100 - TESTING MATERIALS AND WORKMANSHIP				
13.1	81.02	Other special tests requested by the Engineer	Prov. Sum	1	250000	R 250 000.00
TOTAL CARRIED TO SUMMARY						

SUMMARY OF SCHEDULE OF QUANTITIES

SECTION	DESCRIPTION	AMOUNT
SCHEDULE A:	GENERAL	
Section 1200	General Requirement and Provisions	
Section 1300	Contractor's Establishment on Site and General Obligations	
Section 1400	Housing, Offices & Laboratories for Engineer's Site Personnel	
Section C	Occupational Health & Safety	
Section D	HIV/AIDS Awareness Education	
Section E	Labour and Training	
NETT TOTAL OF SCHEDULE A		
SCHEDULE B:	ROADWORKS	
Section 1500	Accommodation of Traffic	
Section 1800	Dayworks (Provisional)	
Section 2100	Drains	
Section 2200	Prefabricated Culverts	
Section 2300	Concrete Kerbing, Concrete Channelling, Chutes and Downpipes, and Concrete Linings for Open Drains	
Section 5200	Gabions	
Section 8100	Testing Materials and Workmanship	
NETT TOTAL OF SCHEDULE B		
NETT TOTAL OF TENDER (A+B)		
ALLOW 10% FOR CONTINGENCIES		
SUBTOTAL 1		
SUBTOTAL 2		
ALLOW 15% VALUE ADDED TAX		
TOTAL AMOUNT CARRIED TO FORM OF TENDER		

Declaration

(In respect of completeness of Tender)

Sakhisizwe Local Municipality
Municipal Building
ERF 5556 Mthatha
Road

I/we, the undersigned, do hereby declare that these are the properly priced Bill of Quantities forming Part of this Contract Document comprising **157** pages the Bill of Quantities comprising **15** pages in consecutive order upon which my/our tender for the **BID NO: SLM/SCM/75/2025/2026** has been based.

SIGNED BY/ON BEHALF OF TENDERER

NAME

SIGNATURE

DATE

Contractor

Witness 1

60

Witness 2

Employer

Witness 1

Witness 2

Part C3: Scope of Work

	<u>Page</u>
C3.1 Description of the Works	61
C3.2 Engineering	62
C3.3 Construction	63
C3.4 Particular Specification	65

Status

Should any requirement or provision in the parts of the Scope of Work conflict with any requirement of any Specification(s) forming part of this contract or any drawings, the order of precedence, unless otherwise specified, is:

- Drawings
- Scope of Work
- Specifications

61

<i>Contractor</i>	<i>Witness 1</i>	<i>Witness 2</i>	<i>Employer</i>	<i>Witness 1</i>	<i>Witness 2</i>

BID NO: SLM/SCM/75/2025/2026

CONSTRUCTION OF HOTA TO MBEWULA CULVERTS

C3.1. Description of the Works

C3.1.1 Employer's Objectives

The work that will be undertaken under this contract is the construction of portal culverts along the Hota to Mbewula Access Road. The construction of the culverts is a prelude to the rehabilitation of the access road. It has been determined that, without proper stormwater infrastructure, the rehabilitation of the road will be a futile exercise. The portal culverts to be used on the identified 7 (seven) crossings will be 2100mm (S) x 1800mm (H) Type 100S and 1200mm (S) x 900mm(H) Type 100S. The excess backfilling of the culverts shall be provided by getting suitable backfilling material from borrow pits.

C3.1.2 Overview of the Works

The appointed contractor will carry out the following works onsite:

- Contractor's establishment on site: The establishment of the contractor's organisation, camp and construction equipment on site and their removal on completion of the contract.
- Accommodation of traffic – traffic control and accommodation of traffic, including the erection, removal and reuse of temporary road signs and, where necessary, the construction and maintenance of deviations.
- Excavation of prefabricated culverts.
- Concrete work for prefabricated culvert base slabs and wingwalls.
- The installation of prefabricated portal/box/rectangular culverts.
- Surface preparation for gabions.
- The supplying and laying of gabions.

C3.1.3 Location of the Works

The project is situated along the Hota to Mbewula Access Road. The road passes through KuHota, eSigangeni, eMbewuleni and Ncaluka villages, located in Ward 9 of Sakhisizwe Local Municipality of the Chris Hani District Municipality.

The coordinates of the culverts to be constructed are shown in the table below:

Culvert No.	Latitude (S)	Longitude E
1	31°39'47.34"	27°42'50.16"
2	31°40'58.94"	27°42'26.05"
3	31°41'1.03"	27°42'23.75"
4	31°41'14.87"	27°42'24.64"
5	31°41'16.76"	27°42'15.87"
6	31°41'15.25"	27°41'58.56"
7	31°41'9.38"	27°41'29.24"

62

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C3.2. Engineering

C3.2.1 Design Services and Activity Matrix

The following will be the responsibility of the contractor to attend to:

- Check for the location of and protection of existing services
- Preparation of as-built drawings

C3.2.2 Drawings

The Contractor shall use only the dimensions stated in figures on the Drawings in setting out the Works, and dimensions shall not be scaled from the Drawings, unless required by the Engineer. The Engineer will, on the request of the Contractor in accordance with the provisions of the Conditions of Contract, provide such dimensions as may have been omitted from the Drawings.

The Contractor shall ensure that accurate as-built records are kept of all infrastructure installed or relocated during the contract. The position of pipe bends, junction boxes, duct ends and all other underground infrastructure shall be given by either coordinates or stake value and offset. Where necessary, levels shall also be given. A marked-up set of drawings shall also be kept and updated by the Contractor. This information shall be supplied to the Engineer's Representative on a regular basis.

All information in possession of the Contractor, required by the Engineer and/or the Engineer's Representative to complete the as-built/record drawings, must be submitted to the Engineer's Representative before a Certificate of Completion will be issued.

The Drawings prepared by the Employed for the permanent Works are listed and bound in a separate volume/bound at the back of this volume. The Employer reserves the right to issue amended and/or additional drawings during the Contract.

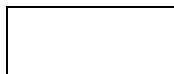
LIST OF DRAWINGS PREPARED BY THE EMPLOYER

The following is the list of drawings prepared by the Employer and applicable to this Contract:

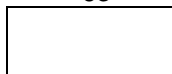
DRAWING No.	DESCRIPTION
SLM-PPAR-26-01-LP-01	Key Plan Layout
SLM-PPAR-26-01-LP-02	Road 1 General Layout
SLM-PPAR-26-01-LP-03	Road 2 General Layout
SLM-PPAR-26-01-LS-01	Road 1 Longitudinal Section
SLM-PPAR-26-01-LS-02	Road 2 Longitudinal Section
SLM-PPAR-26-01-CS-01	Road 1 Cross Sections
SLM-PPAR-26-01-CS-02	Road 2 Cross Sections
SLM-PPAR-26-01-SD-01	Road Typical Cross Section, kerbing and layerworks.
SLM-PPAR-26-01-SD-02	Stormwater Standard Detail: Pipe Culvert Bedding
SLM-PPAR-26-01-SD-03	Stormwater Standard Detail: Headwall (Masonry)
SLM-PPAR-26-01-SD-04	Stormwater Standard Detail: Side Inlet



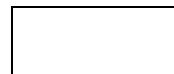
Contractor



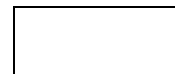
Witness 1



Witness 2



Employer



Witness 1



Witness 2

C3.3. Construction

C3.3.1 Works Specifications

C3.3.1.1 Applicable Specification

The specification for the contract is the COLTO Standard Specification for Road and Bridge Works for State Authorities 1998 (Green Book) for Civil Engineering Construction.

C3.3.1.1.1 Applicable Technical Recommendations for Highways (TRH)

- TRH 14 Guidelines for Road Construction Materials
- TRH 20 The Structural Design, Construction and Maintenance of Unpaved Roads

C3.3.1.1.2 Applicable Technical Methods for Highways (TMH)

- TMH 1 Standard Methods for Road Construction Materials
- TMH 5 Sampling Methods for Road Construction Materials
- TMH 6 Special Methods for Testing Roads
- TMH 10 Manual for the Completion of As-Built Materials Data Sheets
- TMH 11 Standard Survey Methods

C3.3.1.2 Particular Specifications

Refer to C3.5.

C3.3.1.3 Certification by Recognised Bodies

Certified by the CIDB

C3.3.2 Plant and Materials

C3.3.2.1 Plant and Materials Supplied by the Employer

None

C3.3.2.2 Materials, Samples and Shop Drawings

All materials are to be tested by a commercial laboratory as directed by the Employer's Agent. Construction needs to be carried out according to the Construction Drawings.

C3.3.3 Construction Equipment

C3.3.3.1 Requirements for Equipment

The Contractor is required to use plant and equipment that is sufficient for the construction of roads and the ancillary works.

C3.3.3.2 Equipment Provided by the Employer

None

C3.3.4 Existing Services

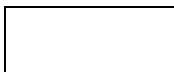
C3.3.4.1 Known Services

All known services are shown on the Construction Drawings. The onus still lies with the main contractor to ensure that no services are damaged during the construction phase.

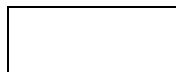
C3.3.4.2 Treatment of Existing Services

It is not envisaged that any of the existing services requires temporary or permanent relocation. Special

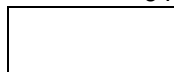
64



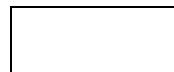
Contractor



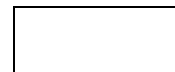
Witness 1



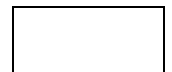
Witness 2



Employer



Witness 1



Witness 2

care should be taken working underneath overhead lines.

C3.3.4.3 Use of Detection Equipment for the Location of Underground Services

None

C3.3.4.4 Damage to Services

It is the responsibility of the contractor to ensure that no services are damaged during the construction process. In case the known services indicated on the drawings are damaged, the main contractor shall be responsible for the repair of the services to the original state before it was damaged, as well as all cost associated with the damaged service.

C3.3.5 Site Establishment

C3.3.5.1 Services and Facilities Provided by the Employer

None

C3.3.5.2 Facilities Provided by the Contractor

The onus lies with the main contractor to find a suitable camp site, approved by the Employer's Agent. The main contractor is also responsible for the rehabilitation of the area to its original state on completion of the works.

C3.3.5.3 Storage and Laboratory Facilities

No requirements are specified. A commercial laboratory will be utilised.

C3.3.5.4 Other Facilities and Services

No requirements are specified.

C3.3.5.5 Vehicles and Equipment

No requirements are specified.

C3.3.5.6 Advertising Rights

It is the main contractor's responsibility that no suppliers advertise on site. Any advertisement from suppliers shall be removed at the cost of the main contractor.

C3.3.5.7 Notice Boards

The main contractor is allowed to place a Notice board on site. The maximum allowed size of this board should be as per the attached notice board drawing

C3.3.6 Site Usage

The contractors are not allowed to work outside the allowed working hours, as agreed with the Employer's Agent. The disturbance to the residence should be kept at a minimum.

C3.3.7 Permits and Way Leaves

No requirements are specified.

C3.3.8 Water for Construction Purposes

The onus lies with the main contractor to source and pay for construction water. The quality of the construction water should be as specified in COLTO.

C3.3.9 Survey Control and Setting Out of the Works

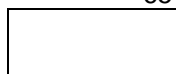
The setting out bench marks is provided by the Employer. It is the contractor's responsibility to ensure that the setting out benchmarks are correct and to use these benchmarks for setting out.



Contractor



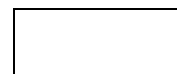
Witness 1



Witness 2



Employer



Witness 1



Witness 2

C3.4. Particular Specifications

	<u>Pages</u>
C3.4.1 Variations and Additions to Standard Specification	66
C3.4.2 Health & Safety Specification	79
C3.4.3 Environmental Management Plan	90
C3.4.4 Drawings List	94

66

<i>Contractor</i>	<i>Witness 1</i>	<i>Witness 2</i>	<i>Employer</i>	<i>Witness 1</i>	<i>Witness 2</i>

C3.4.1 VARIATIONS & ADDITIONS TO STANDARD SPECIFICATION

Notes to tenderer:

1. In certain clauses the Standard Specifications allow a choice to be specified in the project specifications between alternative materials or methods of construction and for additional requirements to be specified to suit a particular contract. Details of such alternatives or additional requirements applicable to this contract are contained in this part of the project specifications. It also contains some additional specifications required for this particular contract.

2. The number of each clause and each payment item in this part of the project specifications consists of the prefix B followed by a number corresponding to the number of the relevant clause or payment item in the standard specifications. The number of a new clause or a new payment item which does not form part of a clause or a payment item in the standard specifications and which is included here, is also prefixed by B followed by a new number. The new numbers follow on the last clause or item number used in the relevant section of the standard specifications.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

COLTO SERIES 1000: GENERAL

SECTION B1300: CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL

OBLIGATIONSB1302 GENERAL REQUIREMENTS

(c) Allowance Community Liaison Officer

Democratically elected village members who in turn have representation on the overall Project Steering Committee (PSC) represents the residents being served by the project. The Contractor will be required to liaise through the CLO for any matters to do with the community. The CLO shall be paid an amount of R5 000.00 per month throughout the contract.

(d) Allowance for In-Service Training

Sakhisizwe Local Municipality is committed in ensuring that necessary skills are transferred to local people. The Municipality has undertaken to employ 1 student that is studying towards Engineering Profession for in-service training purpose.

The contractor is required to remunerate 1 student employed. The successful candidate will be communicated in writing to the contractor; the student will then be required to furnish the required documents as requested by contractor in order to allow timeous remuneration payments.

B1302 PAYMENT

Item	Unit
B13.02 Provisional Sums	
<i>Add the following pay subitem.</i>	
"(a) Allowance for Community Liaison Officer (CLO) at R5 500 per month.....	Month
"(b) Overhead charges and profit on {(c)}.....	%
"(c) Allowance for in-service student not exceeding R 7000 per month	
.....	
Sum "(d)Overhead charges and profit on {(e)}.....	%
.....	
"(e) Allow provisional sum for relocation of services.....	
.....	
.....Sum	Sum
"(f) Overhead charges and profit on {(g)}.....	%

B1303 PAYMENT

Item	Unit
B13.03 (a) OHS Obligations - Fixed	
<i>Add the following pay subitem:</i>	
"(i) Allowance for OHS Obligations.....	Sum
"(ii) PPE for in service student.....	Sum
"(iii) Overhead charges and profits on (ii).....	%

Item	Unit
B13.03 (b) OHS Obligations – Time Related	
<i>Add the following pay subitem:</i>	
"(i) Time related Obligations.....	Month

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Add the following sub-sub-clause defining 'the contractor's general obligations':

(iv) Complying with the requirements and conditions of the additional specifications relating to the Government's Broad Based Black Economic Empowerment and the Environmental Management Plan."

Delete the third paragraph commencing "Should the final value of the work".

In the 11th paragraph, the following amendments apply:

- *Start the paragraph to read "The tendered rate per month for all time related pay items represent full compensation ..."; and*

Add the following at the end of sub-clause (b) of the 11th paragraph:

"... Such limitations to payments shall occur whenever the ratio of time to expenditure varies by more than 10%. For example, if payment for completed scheduled work is 30% of total scheduled work but more than 40% of time has expired, this pay item shall cease to be active until the difference between the relevant ratios is less than 10%."

Add the following new paragraphs:

"Payment of the rate per month for sub item 13.01(d) shall include full compensation for all the contractor's obligations relevant to health and safety legislation including, but not limited to, initial start-up costs, submission and maintenance of OHS file, statutory medical checks, induction, PPE etc . **Payment will only be made approval on the contractor's OHS plan.**

Should the combined total tendered for sub items (a), (b), and (c) exceed 20% of the tender sum (excluding CPA, contingencies and VAT), the tenderer shall state his reasons in writing for tendering in this manner.

Payment for time related costs arising from extensions of time granted by the employer, where the contractor is fairly entitled to such compensation which will be calculated by taking account only of pay items for which the unit of measurement is "month". All pay items for which the unit of measurement is "month" are deemed to be based on 23 working days per month."

Insert the following paragraphs:

"The tendered rate shall apply in the same manner as pay sub item B13.01(c) but shall not form part of the calculation of the restrictions imposed by Condition of Tender F3.8(c) and Form to tender B1: Contractor's Establishment on Site. A contractor who tenders zero for this pay item shall not be relieved of his statutory obligations. A nil rate offered shall be deemed not as an omission but as deliberate notice that costs have been included in the tendered rates for individual items of work or in the other preliminary and general pay items."

B1304 TACHOMETRIC SURVEY

Item **Unit**

B13.04

Add the following pay subitem:

- "(a) Additional Survey Requested by the Engineer..... Sum
- "(b) Overhead charges and profits on (a) %

B1305 PAYMENT

Item **Unit**

B13.05 The contractor's general obligations

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Add the following pay subitem:

“(a) Daywork Sum

SECTION B1500: ACCOMMODATION OF TRAFFIC

B1501 SCOPE

It is a condition of this contract that traffic is accommodated taking into account the provisions of the latest edition of the South African Road Traffic Signs Manual (SARTSM). The latest version for use in the accommodation of traffic is volume 2, chapter 13 of the June 1999 edition. Copies of this publication are available from Government Printers –Tel: (012) 334 4508/9 or (012) 3344510 Fax: (012) 323 0009.

This section also covers the provision of additional information signs for motorists and the release of any notices to the media and public.

B1502 GENERAL REQUIREMENTS

(a) Safety

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

Approval of temporary deviations

If, after any temporary deviation has been constructed, any changes are considered necessary or desirable, the proposal shall be submitted to the Employer’s Agent for his approval.

Traffic Safety Officer

The contractor shall appoint a suitably qualified person to act as a traffic safety officer for the project. The contractor shall submit a CV of the candidate to the Employer’s Agent for approval before the candidate is appointed as the traffic safety officer. The traffic safety officer shall make himself available to discuss road safety and traffic accommodation matters whenever required by the Employer’s Agent. The traffic safety officer shall,

- (ii) Record on neat and dimensioned sketches and submit to the Employer’s Agent the position and sign reference number, where applicable, of each sign, barricade, delineator, cone, guardrail and permanent or temporary painted road marking feature. The position of each shall be adequately referenced from the marker boards or other surveyed points on the site of the works.

These records shall also show the date and time at which the recorded traffic accommodation features are certified correct by the traffic safety officer, and shall be signed by the traffic safety officer before being submitted to the Employer’s Agent.

The records shall similarly account for whatever changes are made in the field. Such changes shall record the position of flagmen and stop/go control men and their associated traffic accommodation equipment wherever they are used.

- (iii) Personally inspect the position and condition of each traffic accommodation feature on the whole site of works twice each day by 9h30 and by 16h30, to record all irregularities discovered and the remedial action taken, and to sign off as correct and submit to the Employer’s Agent such record sheets by midday of the next working day. The traffic safety officer shall keep a duplicate book for this specific purpose.

- (iv) The traffic safety officer shall also submit with this report the daily labour returns of

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

flagmen, stop/go and traffic signal control men employed.”

- (ix) The traffic safety officer shall be equipped with a cellular telephone and shall have a vehicle and sufficient labour at his disposal 24 hours a day, including all prescribed non working days, and shall not be utilised for other duties. He shall be directly answerable to the contractor’s site agent. The traffic safety vehicle shall be a truck with a capacity of 3 tons.

The vehicle shall also be equipped with an amber-coloured flashing light of the rotating parabolic reflector type with a minimum intensity of 100. The warning light shall be switched on at all times and the sign shall be displayed when the vehicle is used on site.

The traffic safety officer shall have a direct line of communication at all times with the police and traffic officers responsible for the area within limits of the contract. The provision of the road safety vehicle, driver, labourers and the cost of the cellular telephone shall be deemed to be included in the rates tendered for the contractor’s establishment on site.

- (x) Ensure that all obstructions related to the contractor’s activities be removed before nightfall where applicable as instructed by the Employer’s Agent and that the roads are safe for night traffic.
- (xi) The traffic safety officer shall, in addition to the duties listed in paragraph 1502(i), also be responsible for the removal of broken down vehicles off the roadway and implementing actions requested by the traffic authorities with regard to the work to be carried out, be responsible for the erection and maintenance of all traffic signs necessary for the accommodation of traffic.
- (xii) In the advent of an accident the traffic officer shall record in a written report the details of the accident, record the position of all temporary road signs, barricades, delineators, flagmen and any other devices used for traffic accommodation. In addition the report shall include a neat dimensional sketch, photographs, identifiable permanent features, and any other relevant information.”

“U” turns

No vehicle or item of equipment shall be allowed to make “U” turns under any circumstances.

Site personnel

The contractor shall ensure that all his personnel, excluding those who are permanently office bound, are equipped with reflective safety jackets and that these are worn at all times when working on or near to the travelled way. Any person found not wearing a reflective jacket under these circumstances shall be removed from the site until such time as he is in possession of and wearing a reflective jacket. Reflective safety jackets shall be kept in good condition and any jackets that are, in the opinion of the Employer’s Agent, ineffective shall be immediately replaced by the contractor.

Failure to comply with provisions

Failure or refusal on the part of the contractor to take the necessary steps to ensure the safety and convenience of the travelling public, accommodation of traffic, plant and personnel in accordance with these specifications or as required by statutory authorities or ordered by the Employer’s Agent, shall be sufficient cause for the Employer’s Agent to apply penalties as follows:

A fixed penalty of R5 000.00 per occurrence shall be deducted for each and every occurrence of non-compliance with any of the requirements of section 1500 of the standard specifications and section B1500 of the project specifications.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

In addition a time-related penalty of R500,00 per hour over and above the fixed penalty shall be deducted for non-compliance to rectify any defects in the accommodation of traffic within the allowable time after the Employer's Agent has given an instruction to this effect. The Employer's Agent's instruction shall state the allowable time, which shall be the time in hours for reinstatement of the defects. Should the contractor fail to adhere to this instruction, the time-related penalty shall be applied from the time the instruction was given."

Temporary traffic-control facilities

The contractor shall provide, erect and maintain the necessary traffic-control devices, road signs, canalisation devices, barricades, warning devices and road markings (hereinafter referred to as traffic-control devices) in accordance with these special provisions and as shown on the drawings and in the SARTSM and remove them when no longer required. It shall be incumbent upon the contractor to see to it that the abovementioned traffic-control devices are present where required at all times and are functioning properly.

The type of construction, spacing and placement of traffic-control devices shall be in accordance with the SARTSM. The recommended arrangements of the traffic control devices illustrated and/or drawings issued by the Employer's Agent shall not be departed from without prior approval of the Employer's Agent. The arrangements expected to be most commonly used in the contract are given on the tender drawings.

The details shown for spacing and placement of traffic-control facilities may however, be revised at the discretion of the Employer's Agent where deemed necessary to accommodate local site geometry and traffic conditions.

Road signs and barricades

The contractor shall be responsible for the protection and maintenance of all signs, and shall at his own cost replace any that have been damaged, lost, or stolen.

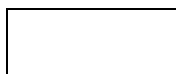
All temporary road signs required to remain in position for some time shall be pole mounted as shown on the drawings. All temporary road signs required to be moved more often shall be mounted on portable supports for the easy moving of signs to temporary positions. The only permitted method of ballasting the sign supports shall consist of durable sandbags filled with sand of adequate mass to prevent signs from being blown over by wind. The cost of the sandbags shall be included in the tendered rates for the various types of temporary road signs.

Warning devices

All construction vehicles and plant used on the works shall be equipped with rotating amber flashing lights and warning boards as specified. All vehicles and plant before being allowed onto the site shall obtain a clearance permit from the Employer's Agent.

Vehicle mounted flashing lights

Rotating lights shall have an amber lens of minimum height of 200mm and shall be mounted in such a way as to be highly visible from all directions. The lights on construction vehicles shall not be switched on while vehicles are being operated on unrestricted sections of a public road, but shall be switched on while construction vehicles are operating within the accommodation of traffic area, as the vehicles decelerate to enter a construction area, and as the vehicles accelerate to the general speed when entering the road from a construction area. Lights on plant shall operate continuously while the plant is working alongside sections of road open to public traffic.



Contractor



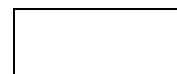
Witness 1



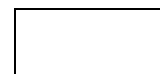
Witness 2



Employer



Witness 1



Witness 2

All LDV's and cars operating on site shall also be equipped with rotating amber flashing lights which shall be placed so as to be highly visible and operated continuously while the vehicles are manoeuvring in or out of traffic or are travelling or parked alongside roads open to public traffic.

Rotating lights and the "construction vehicle" signs on the contractor's vehicles and plant shall not be paid for separately but shall be included in the rates covering the use of the vehicles.

The contractor shall apply and maintain lights together with temporary mounting brackets, to the approval of the Employer's Agent. Vehicles and plant that do not comply with these requirements shall be removed from the site."

Other traffic control measures ordered by the Employer's Agent

The Employer's Agent may instruct the contractor to provide any other road sign, reflective tape, etc not measured in standard pay items. Such road signs shall conform to the requirements of the SARTSM, or specification provided by the Employer's Agent. Similarly, in order to ensure that the travelling public is kept fully informed and warned on matters relating to the accommodation of traffic, construction sign posting and the effect of the construction on the free flow of traffic through the site, the Employer's Agent may arrange for advertising in the press and/or for other forms of publicity.

Flagmen

Flagmen shall be provided where shown on the drawings or required by the specification. During the daytime, at least two flagmen shall be provided at each traffic control point. At night time only one roving flagman equipped with a Stromberg Lightman xenon strobe, or similar approved, and a torch is required at each traffic control point as well as the traffic light operator. Where the shoulder of the road is closed to traffic, a flagman shall be provided at the leading end of the closure during daytime. No flagman shall be on duty for a period of more than 10 hours per day.

Flagmen shall be adequately trained in the standard flagging techniques as described in the SARTSM (refer to figure 13.23 of detail 13.23.1) and be provided with conspicuous clothing such as safety jackets utilizing retro-reflective and/or fluorescent panels in red, yellow and/or white.

Flagmen shall have in their possession, at all times, certification that they have attended and passed an accredited course in flagging techniques before being allowed onto the construction site.

Flags shall be made from bright red or red-orange material and shall be square with a minimum side length of 600mm. The flag shall be attached to a staff at least 1,0m in length.

In terms of lateral clearance and safety, flagmen shall stand on the shoulder of the lane of traffic that is being controlled and under no circumstances shall flagmen be permitted to stand within the traffic lane. In order to obtain maximum visual impact for the travelling public, flagmen shall stand-alone.

SECTION B1600: OVERHAUL

B1602 DEFINITIONS

- (a) **Overhaul**
Payment shall only be made for material hauled in excess of 1 kilometre. Overhaul shall be measured as the product of the volume of material hauled and the overhauled distance.
- (b) **Free-haul distance**
This distance shall be 1 kilometre in the case of all overhaul materials"



Contractor



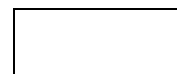
Witness 1



Witness 2



Employer



Witness 1



Witness 2

SECTION B1700: CLEARING AND GRUBBING

B1702 DESCRIPTION OF WORK

(a) Conservation of topsoil

The contractor will not be required to remove topsoil to more than an average depth of 400mm, from any particular area. The depth of topsoil removed shall be reliant on the terrain, suitability of material and topsoil requirements of the work.

After clearing and grubbing, all topsoil shall be removed to either windrows alongside the construction area or to stockpile. Where ordered by the Employer's Agent, any topsoil that shall be required for the topsoiling of new banks and cuts, but which cannot be accommodated within the construction site, shall be loaded and hauled to the designated stockpile area where it shall be placed in temporary stockpiles for later use in the rehabilitation of the site affected by construction activities. Where new borrow pits are to be opened up the topsoil shall first be removed (independently of the overburden) and placed in temporary stockpiles at the edge of the borrow pit. The moving of topsoil from windrow or the loading of topsoil from temporary stockpiles and the placing and spreading of thereof on cut or fill slopes or on borrow pit spoil sites, is covered in Section 5800.

Refer also to clause B5802 (g) of this project specification."

B1704 MEASUREMENT AND PAYMENT

Amend the following payment item:

Item	Unit
B17.01 Clearing and grubbing	hectare (ha)

Add the following to the measurement and payment paragraphs:

"Clearing and grubbing of the construction site camp / office shall not be measured separately and shall be deemed to be included in the rates tendered for item B13.01"

Add the following new payment item:

Item	Unit
B17.07 Removal of topsoil to temporary stockpiling thereof:	

(a)	Topsoil from within the limits of the road prism (including 1 km free haul).....	cubic metre (m ³)
-----	--	-------------------------------

The unit of measurement for items (a) shall be the cubic metre of topsoil removed to temporary stockpile. The volume of topsoil removed shall be measured in cut, calculated from the difference in cross-sections of the natural ground level before the commencement of clearing to cross-sections taken after the removal of the topsoil.

The contractor shall constantly liaise and agree with the Employer's Agent as to the depth of topsoil to be removed. Where, in the opinion of the Employer's Agent, material that would not normally be classed as topsoil to be removed. Where, in the opinion of the Employer's Agent, material that would normally be classed as topsoil has also been excavated, the excavation shall be backfilled and compacted with selected material at the contractor' expense. Should material that is deemed by the Employer's Agent not to be topsoil, be removed and stockpiled together with material classed as topsoil, the contractor shall be responsible for the removal of this unsuitable soil from the stockpile and the replacement of the quantity of topsoil contaminated by the unsuitable material at his cost. The quantity of topsoil to be replaced shall be determined by the Employer's Agent.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

The rates tendered shall include for the excavation of the topsoil and where required, the loading and hauling thereof to temporary stockpile as well as the maintenance of the stockpile until re-use of the material. The rates tendered shall also include for all supervision required to ensure that only topsoil is removed.

COLTO SERIES 2000:

DRAINAGE SECTION B2100:

DRAINS B2101

SCOPE

This section covers all new work in connection with the excavation and construction of open drains, subsoil drainage and banks and dykes at the locations and to the sizes, shapes, grades and dimensions as shown on the drawings or as directed by the Employer's Agents, and the test flushing of subsoil drains.

SECTION B2200: PREFABRICATED CULVERTS

B2218 MEASUREMENT AND PAYMENT

"Item	Unit
B22.07 Cast in situ concrete and formwork	
(f) In inlet and outlet structures, skewed ends, catchpits, manholes, thrust and anchor blocks, including formwork and class U2 surface finish Crushed, washed stone obtained from commercial source for:	
(i) Inlet and outlet structures concrete class 30/19 as per Contract Drawing	cubic metre (m ³)
(ii) Dish drain crossing as per Contract Drawing Concrete class 30/19	cubic metre (m ³)

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Payment for formwork and cast in situ concrete shall be included in the contractor's rate for these items and shall include full compensation thereof.

SECTION B3300: MASS EARTHWORKS

B3312 MEASUREMENT AND PAYMENT

General Directions

(3) Work in restricted areas

No additional payment will be made for work in restricted areas

(4) The free haul distance for all items unlimited

Item	Unit
B33.11 Extra over item 33.10 for adding G7 material from a commercial source as specified in subsubclause 3207(b)(iii).....	cubic metre (m ³)

The unit of measurement for the above items shall be the cubic metre of the compacted pavement layer, and the quantity shall be calculated from the authorised dimensions of the completed layer.

SECTION B3400: PAVEMENT LAYERS OF GRAVEL MATERIAL

B3407 MEASUREMENT AND PAYMENT

Item	Unit
B34.01 Pavement layers constructed from gravel taken from commercial sources	
(h) Base layer compacted to:	
(iii) 95% of modified AASHTO density 150mm thick G5, as per material specification of TRH20.....	cubic metre.(m ³)

The unit of measurement for the above items shall be the cubic metre of the compacted pavement layer, and the quantity shall be calculated from the authorised dimensions of the completed layer.

The wearing course shall be as per the material specification of TRH20 for a wearing course and as directed by the Employer's Agent.

COLTO SERIES 5000: ANCILLARY ROADWORKS

SECTION B5100: PITCHING, STONEMWORK AND PROTECTION AGAINST EROSION

B5102 MATERIALS

(a) Stone

Unless suitable stone can be located on site, the stone for pitching shall come from commercial sources but, from whatever source, its use shall be subject to the prior approval of the Employer's Agent.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SECTION B5600: ROAD SIGNS

B5601 SCOPE

B5603 MANUFACTURING OF ROAD SIGN BOARDS AND SUPPORTS

(a) Road signboards

The contractor shall make every effort to ensure that signboards are correct in all respect and before dispatching the boards from the manufacturer's factory shall provide the Employer's Agent with a 100mm x 150mm colour photograph of each sign face for approval of the correctness of the legend. Such approval will not imply final acceptance of the board. If the contractor is in any doubt as to the correctness of the sign detail, the sign designer shall be contacted for verification.

(ii) Steel profile road signboards

Chromadek section shall be assembled in accordance with the details of Standard Plans SP-B-12-Sheets 4 and 5 and SP-B-4-Sheets 33E and 34E.

Where the letter or legends cross the horizontal joints of the sign panels, the letter shall be cut on the joint and both ends folded around the radius.

Retro-reflective material to adjoining Chromadek panels on a sign shall be a practical visual match of the specified colour.

B5604 ROAD SIGN FACES AND PAINTING

(e) Application of retro-reflective material

All sign faces shall be faced with retro-reflective material. Painted front sign faces shall not be used.

Where applied to Chromadek sections, retro-reflective material shall be applied as specified for aluminium sections in Clause 5603(d) of the Standard Specification, and of Clause B5603(a)(ii) of this project Specification.

B5605 STORAGE AND HANDLING

The following shall not be allowed on the sign face:

- Drilling of holes, except for the fastening of overlays
- Application of any form of adhesive
- Cleaning with any chemicals that are not specifically approved by the manufacturer of the retro-reflective material.
- Covering the sign face with an impermeable material that does not allow free circulation of air.

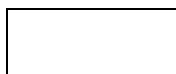
B5606 ERECTING ROAD SIGNS

(c) Erection

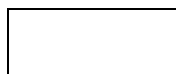
After erection the signboard shall be thoroughly cleaned with a cleaning agent approved by the retro-reflective material's manufacturer.

All vegetation obstructing the new or replaced sign board shall be removed and disposed of as instructed by the Employer's Agent.

B5609 MEASUREMENT AND PAYMENT



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

Completion, delivery, installation of the road sign board complete as specified, and the removal and disposal of all vegetation obstructing the motorists' view of the new or replaced sign board.

Item		Unit
B56.01	Road sign boards with painted or coloured semi-matt background. Symbols, lettering, and borders in semi-matt black or in Class I retroreflective material, where the sign board is constructed from:	

SECTION B5900: FINISHING THE ROAD AND ROAD RESERVE AND TREATING OLDROADS

B5901 SCOPE
B5902 FINISHING THE ROAD AND ROAD RESERVE

“(a) New construction”

Replace the sixth paragraph with:

All materials resulting from the finishing operations shall be disposed of at approved spoil sites.

“(b) Renewal construction

After completing construction work within the site, the contractor shall ensure that all construction generated or related material that may have been swept, windrowed, stockpiled, stored or spread beyond the road surface is removed. This shall be done before any other rehabilitation work is undertaken, including shaping, topsoiling and grassing. Should, during the removal of construction generated or related material, existing vegetation or topsoil be disturbed or destroyed, the contractor shall, at his own cost, re-instate the road reserve to its original state. This shall include ripping, should the construction material have compacted the existing surface.

Culvert inlets and outlets, culvert barrels, and open drains shall be cleared of debris, soil, silt and other material generated from the construction activities.

The surfacing shall be cleared of all dirt, mud and foreign objects. Dragging, pushing or scraping material across the finished surfacing shall not be permitted.

All junctions, intersections, islands, kerbing and other elements making up the completed works shall be neatly finished off.

The contractor shall ensure that all undesirable plants have been removed from the road reserve and borrow pit areas.

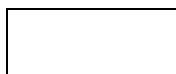
All materials resulting from the finishing operations shall be disposed of at approved spoil sites.

COLTO SERIES 8000: SUNDRIES

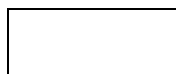
SECTION 8100: TESTING MATERIALS AND WORKMANSHIP

“B8118 PROPRIETARY RESINS, GROUTS AND MORTAR

All proprietary cementitious and epoxy resin, grouts and mortars shall comply with the manufacturer's specifications. The manufacturers or suppliers shall provide recent test reports from an approved laboratory to prove such compliance and shall also provide test



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

certificates of recent tests on the materials.

Cementitious grouts and mortars shall not contain expansive cements or metallic powders such as aluminium or iron filings. The plastic volume change shall fall in the range between zero shrinkage and 4% expansion from the time of placement until final set when tested according to ASTM C 827. Further, the grout shall show no shrinkage and a maximum of 0,2% expansion in the hardened state when tested according to ASTM C 1090.

Epoxy resin grouts and mortars shall show no shrinkage and a maximum 2,0% expansion from the time of placement when tested according to ASTM C 827 (modified). The coefficient of thermal expansion shall not exceed 0,000055/°C when tested according to ASTM C 531.

The manufacturer shall submit to the Employer's Agent samples of the proposed materials together with complete technical details including mixing ratios and times, pot life, setting and curing times, strength, volume change, thermal expansion, creep characteristics etc.

As part of the Contractor's process control in terms of sub-clause 8103(a), testing shall be undertaken on the materials delivered to site to monitor compliance with the manufacturer's specifications. All new batches of materials shall be tested by the Contractor and approved by the Employer's Agent prior to incorporation into the works.

Strength testing shall be undertaken, using 75mm or 100mm cubes, on samples taken from the mixed material actually being used in the work at the time of its use."

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C3.4.2 HEALTH & SAFETY SPECIFICATION

The Health & Safety Specification has been prepared by the Employer.

**OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION FOR HOTA TO
MBEWULA CULVERTS**

1. Interpretations

1.1 Application

This specification is a compliance document drawn up in terms of South African legislation and is therefore binding. It must be read in conjunction with relevant legislation as noted previously.

1.2 Definitions

The definitions as listed in the Occupational Health & Safety Act 85/1993 and Construction Regulations (2014) shall apply.

2. MINIMUM ADMINISTRATIVE REQUIREMENTS

2.1 Notification of Intention to Commence Construction Work

The Contractor shall notify the Provincial Director of the Department of Labour in writing before construction work commences. A copy of this notification must be forwarded to the client on appointment.

2.2 Assignment of Contractor's Responsible Persons to Supervise Health and Safety on Site

The Contractor shall submit supervisory appointments as well as any relevant appointments in writing (as stipulated by the OHS Act and Construction Regulations 2014), prior to commencement of work. Proof of competency must be included.

2.3 Competency for Contractor's Appointment Competent Persons

Contractor's competent persons for the various risk management portfolios shall fulfil the criteria as stipulated under the definition of Competent in accordance with the Construction Regulations (2014). Proof of competence for the various appointments must be included.

2.4 Compensation of Occupational Injuries and Diseases Act 130 of 1993 (COIDA)

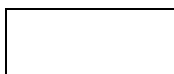
The Principal Contractor shall submit a letter of good standing with its Compensation Insurer to the client as proof of registration. Sub-Contractors shall submit proof of registration to the Principal Contractor before they commence work on site.

2.5 Occupational Health and Safety Policy & Asbestos

The Principal Contractor and all Sub Contractors shall submit a Health and Safety Policy signed by their Chief Executive Officer. The Policy must outline objectives and how they will be achieved and implemented by the contractor.

2.6 Health and Safety Organogram

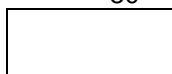
The Principal Contractor and all Sub Contractors shall submit an organogram, outlining the Health and Safety site Management Structure including the relevant appointments/competent persons. In cases where appointments have not been made, the organogram shall reflect the intended positions. The organogram shall be updated when there are any changes in the site Management Structure.



Contractor



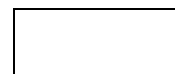
Witness 1



Witness 2



Employer



Witness 1



Witness 2

**2.7 Preliminary Hazard Identification and Risk Assessment
and Progress Hazard Identification and Risk Assessment**

The Contractor shall ensure a hazard identification to be performed by a competent person before commencement of construction work, and the assessed risks shall form part of the construction phase health and safety plan submitted for approval by the Client. The risk assessment must include;

- a) A list of hazards identified as well as potentially hazardous tasks;
- b) A documented risk assessment based on the list of hazards and tasks;
- c) A set of safe working procedures (method statements) to eliminate, reduce and/or control the risks assessed;
- d) A monitoring and review procedure of the risks assessment as the risks change.

The Principal Contractor shall ensure that all Sub Contractors are informed, instructed and trained by a competent person regarding any hazards, risks and related safe work procedures before any work commences and thereafter at regular intervals as the risks change and as new risks develop. Proof of this must be kept for inspection by the Client or Client Representative.

The Principal Contractor Shall be responsible for ensuring that all persons who could be negatively affected by its operations are informed and trained according to the hazards and risks and are conversant with the safe work procedures, control measures and other related rules (tool box talk strategy to be implemented).

2.8 Health and Safety Representative(s)

The Principal Contractor shall ensure that Health and Safety Representative(s) are appointed under consultation and trained to carry out their functions. The appointment must be in writing. The Health and Safety Representative shall carry out regular inspections, keep records and report all findings to the Responsible person forthwith and at health & safety meetings.

2.9 Health and Safety Committees

The Principal Contractor shall ensure that project health and safety meetings are held monthly and minutes are kept on record. Meetings must be organized and chaired by the Principal Contractor's responsible person. All Contractors Responsible Persons and Health & Safety Representative shall attend the monthly health & safety meetings. Sub-contractors shall also have their own internal health & safety committees in accordance with the OHS Act 85/1993 and minutes of their meetings shall be forwarded to the Principal Contractor on a monthly basis.

2.10 Health and Safety Training

2.10.1 Induction

The Principal Contractor shall ensure that all site personnel undergo a risk-specific health & safety induction training session before starting work. A record of attendance shall be kept in the health & safety file. **A suitable venue must be supplied to house this training.**

2.10.2 Awareness

The Principal Contractor shall ensure that, on site, periodic toolbox talks take place at least once per week. These talks should deal with risks relevant to the construction work at hand. A record of attendance shall be kept in the health & safety file. All Contractors have to comply with this minimum requirement. At least one of the Toolbox talks shall be on any environmental related issue.

2.10.3 Competency

All competent persons shall have the knowledge, experience, training, and qualifications

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

specific to the work they have been appointed to supervise, control and carry out. This will have to be assessed on regular basis e.g. periodic audits by the Client, progress meetings, etc. The Principal contractor is responsible to ensure that competent sub-contractors are appointed to carry out construction work.

2.10.4 Rules of conduct

Principal contractors, their sub-contractors and all employees under their control, including any visitor brought onto site, must adhere to the following Rules of conduct on site.

YOU MAY NOT:

- * Partake, possess or sell drugs or alcoholic beverages on site. Any employee or visitor whose action and demeanour show symptoms of possible narcosis or drunkenness shall be removed from site.
- * Indulge in practical jokes, horseplay, fighting or gambling.
- * Destroy or tamper with safety devices, symbolic signs or wilfully and unnecessarily discharge fire extinguishers.
- * Bring onto site or have in your possession a firearm, lethal weapon.
- * Assault, intimidate or abuse any other person.
- * Operate construction equipment (vehicles or plant) without the necessary training and authorisation.
- * Display insubordination toward any supervisor, foreman or Manager in respect to carrying out of properly issued instructions or orders for health and Safety reasons.
- * Enter any area where you have no business unless authorised to do so by the person in charge.
- * Negligently, carelessly or wilfully cause damage to property of others.
- * Refuse to give evidence or deliberately make false statements during investigations.

2.11 General Record Keeping

The Principal Contractor and all Sub Contractors shall keep and maintain Health and Safety records to demonstrate compliance with this Specification, with the OHS Act 85/1993; and with the Construction Regulations (2014). The Principal Contractor shall ensure that all records of incidents/accidents, training, inspections; audits, etc. are kept in a health & safety file held in the site office.

Then Principal Contractor must ensure that every Sub Contractor opens its own health & safety file, maintains the file and makes it available on request.

2.12 Inspection of equipment and tools.

The following items of equipment must be regularly inspected and maintained and appropriate records kept.

- * First Aid dressing registers.
- * Firefighting equipment
- * Portable electrical equipment
- * Stacking and storage inspections
- * Excavations
- * Construction vehicles and mobile plant.
- * Health and Safety Representatives checklists

2.13 Health & Safety Audits, Monitoring and reporting

The Client shall conduct monthly health & safety audits of the work operations including a full audit of physical site activities as well as an audit of the administration of health & safety. The Principal Contractor is obligated to conduct similar audits on all Sub Contractors appointed by them. Detailed reports of the audit findings and results shall be reported on at all levels of project management meetings/forums. Copies of the Client audit reports shall be kept in the primary Project Health & Safety File while the Principal Contractor audit reports

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

shall be kept in their file, a copy being forwarded to the Client. Principal Contractors have to audit their sub-contractors and keep records of these audits in their health & safety files, available on request.

2.14 Emergency Procedures

The Principal Contractor shall submit a detailed Emergency Procedure for approval by the client prior to commencement on site. The procedure shall detail the response plan including the following key elements:

1. List of key competent personnel.
2. Details of emergency services.
3. Actions or steps to be taken in the event of the specific types of emergencies.
4. Information on hazardous material/situations.

Emergency procedure(s) shall include but shall not be limited to fires, spills, accidents to employees, use of hazardous substances, bomb threats, major incidents/accidents, etc. The Principal Contractor shall advise the Client in writing forthwith of any emergencies together with a record of action taken. A contact list of all service providers (Fire Department, Ambulance, Police, Medical and Hospital, etc.) must be maintained and available to site personnel.

2.15 First Aid Boxes and First Aid Equipment

The Principal Contractor and all Sub Contractors shall appoint in writing First Aider(s). The appointed First Aider(s) are to be sent for accredited first aid training. Valid certificates are to be kept on site. The Principal Contractor shall provide an on-site First Aid Station with first Aid facilities including first aid boxes adequately stocked at all times. All Sub-Contractors with more than 5 employees shall supply their own first aid box and Sub-Contractors with more than 10 employees shall have a trained, certificate first aider on site at all times.

2.16 Accident/Incident Reporting and Investigation

Injuries are to be categorised into first aid; medical; disabling; and fatal. The Principal Contractor must stipulate in its construction phase health & safety plans how it will handle each of these categories. When reporting injuries to the Client, these categories shall be used. The Principal Contractor shall investigate all injuries, with a report being forwarded to the Client forthwith. All Contractors have to report on the 4 categories of injuries to the Principal Contractor at least monthly. The Principal Contractor must report all injuries to the Client in the form of a detailed injury report at least monthly.

2.17 Hazards and Potential Situations

The Principal Contractor shall immediately notify other Sub Contractors as well as Beacon Consulting Engineers of any Hazardous or Potentially hazardous situations that may arise during performance of construction activities.

2.18 Personal Protective Equipment (PPE) and Clothing

The Principal Contractor shall ensure that all employees are issued and wear hard hats, safe footwear and overalls. The Principal Contractor shall clearly outline procedures to be taken when PPE or clothing is:

1. Lost or stolen;
2. Worn out or damaged

The above procedure applies to Sub Contractors and their contractors as they are all employers in their own right.

2.19 Occupational Health and Safety Signage

The Principal Contractor shall provide adequate on-site OHS signage including but not limited to "no unauthorised entry, report to site office, site office, beware of overhead work, hard hat area". Signage shall be posted up at all entrances to site as well as on site in strategic locations e.g. access routes, stairways, entrances to structures and buildings, scaffolding, and other

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

potential risk areas/operations.

2.20 Contractors and their Sub Contractors

The Principal Contractor shall ensure that all Sub Contractors under its control comply with this Specification, the OHS Act 85/1993, Construction Regulations (2014), and all other

relevant legislation that may relate to the activities directly or indirectly .The Principal Contractor when appointing other Contractors as 'Sub-contractors', shall ensure compliance.

2.21 Physical Requirements

2.22 Excavations, Shoring, De watering or Drainage

The Principal Contractor and any relevant Sub Contractors shall make provision in their tenderfor shoring, dewatering or drainage of any excavation as per this specification.

The Contractor shall make sure that:

- a) The excavations are inspected before every shift each occurrence of rain or change to the excavation / shoring and a record is kept;
- b) Any excavation shall be adequately shored if people are required to work in the excavations and the depth is more than 1.5 meters or where conditions render this necessary at lesser depths. Undercutting is not allowed.
- c) Safe work procedures have been communicated to the employees.
- d) Excavated material shall be placed as far as possible from the trench as practically possible. A close watch shall be maintained at all times for signs of slipping, e.g. cracksdeveloping at the edges of the excavation.
- e) The safe work procedures are enforced and maintained by the Contractor's Responsiblepersons at all times.
- f) The requirements as per section 11 of the Construction Regulations are adhered to.
- g) Due to the condition off the soil (water) extra precaution must be taken when shoring.

2.23 Edge Protection and penetrations

The Principal Contractor must ensure that all exposed edges and openings are guarded anddemarkated at all times until permanent protection has being erected. The Principal Contractor's risk assessment must include these items. E.g. protection of decking edges, finished floor slab edges, stairways, floor penetrations, lift shafts, and all other openings and areas where a person may fall.

2.24 Piling

The Principal Contractor shall ensure that piling is undertaken by a competent Contractor and a SWP shall be submitted to the Client for approval before commencement of this work.

2.25 Stacking of Materials

The Principal Contractor and other relevant Sub Contractors shall ensure that there is an appointed staking supervisor and all materials, formwork and all equipment is stacked and stored safely.

2.26 Speed Restrictions and Protection

The Principal Contractor shall ensure that all persons in its employ, all Sub Contractors, and all those that are visiting the site are aware and comply with the site speed restriction(s). Separate vehicle and pedestrian access routes shall be provided, maintained, controlled, andenforced.

2.27 Hazardous Chemical Substances (HCS)

The Principal Contractor and other relevant Sub Contractors shall provide the necessary training and information regarding the use, transport, and storage of HCS. The Principal

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Contractor shall ensure that the use, transport, and storage of HCS are carried out as prescribed by the HCS Regulations. The Contractor shall ensure that all hazardous chemicals on site have a Material Safety Data Sheet (MSDS) on site and the users are made aware of the hazards and precautions that need to be taken when using the chemicals. The First Aiders must be made aware of the MSDS and how to treat HCS incidents appropriately.

Plant and Machinery

2.27 Construction Plant

“Construction Plant” includes all types of plant, including but not limited to cranes, piling rigs, excavators, construction vehicles and all lifting equipment.

The principal Contractor shall ensure that all such plant complies with the requirements of the OHS Act 85/1993 and Construction Regulations (2014). The Principal Contractor and all relevant Sub Contractors shall inspect and keep records of inspections of the construction plant used on site. Only authorised/competent persons are to use machinery under proper supervision. Appropriate PPE and clothing must be provided and maintained in good condition at all times. Proofs of medical test as required by the Construction regulations are available for inspection by the Client.

Vehicles shall not enter site with:

- * Defective exhaust systems
- * Serious oil or fuel leaks
- * Unsafe bodywork or loads
- * Non-standard equipment fitted.
- * Improperly seated passengers
- * Any obvious mechanical defects.

All earth moving equipment shall be operated in accordance with good safety practice so as to protect the safety of the operator and other workers or persons in the area. All earth moving equipment shall be equipped with a reverse siren

2.28 Fire Extinguishers and Fire Fighting Equipment

The Principal Contractor and relevant Sub Contractors shall Provide adequate, regularly serviced fire fighting equipment located at strategic points on site, specific to the class of fire likely to occur. The appropriate notices and signs must be posted up as required. A Fire risk survey must be conducted by a competent person; proof of survey must be kept in the Site Safety File.

2.29 Hired Plant and Machinery

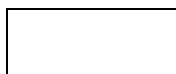
The Principal Contractor shall ensure that any hired plant and machinery used on site is safe for use. The necessary requirements as stipulated by the OHS Act 85/1993 and Construction Regulations (2014) shall apply. The Principal Contractor shall ensure that operators hired with machinery are competent and that certificates are kept on site in the health & safety file. All relevant Sub Contractors must ensure the same.

2.30 Formwork and Support work for Structures

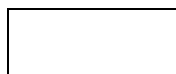
The Principal Contractor shall ensure that the provisions of section 10 of the Construction Regulations (2014) are adhered to. These provisions must include but not be limited to ensuring that all equipment used is examined for suitability before use; that all formwork and support work is inspected by a competent person immediately before, during and after placement of concrete or any other imposed load and thereafter on a daily basis until the formwork and support work has being removed. Records of all inspections must be kept in a register on site.

2.31 Lifting Machines and Tackle

The Principal Contractor and all Contractors shall ensure that lifting machinery and tackle is inspected before use and thereafter in accordance with the Driven Machinery Regulations and the Construction Regulations (section 20). There must be competent



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

lifting machinery and tackle inspector who must inspect the equipment daily or before use, taking into account that:

1. All lifting machinery and tackle has a safe working load clearly indicated
2. Regular inspection and servicing is carried out;
3. Records are kept of inspections and of service certificates;
4. There is proper supervision in terms of guiding the loads that includes a trained banks man to direct lifting operations and check lifting tackle;
5. The tower crane bases have been approved by an engineer;
6. The operators are competent as well as physically and psychologically fit to work and in possession of a medical certificate of fitness to be available on site.

2.32 Ladders and Ladder Work

The Principal Contractor shall ensure that all ladders are inspected monthly, are in good safe working order, are the correct height for the task, extend at least 1m above the landing, fastened and secured, and at a safe angle. Records of inspections must be kept in a register on site. Sub-Contractors using their own ladders must ensure the same. Ladders shall not be used as horizontal walkways or as scaffolding. Tools or equipment must be carried in suitable slung containers or hoisted up to the working position.

2.33 General Machinery

The Principal Contractor and relevant Sub Contractors shall ensure compliance with the driven Machinery Regulations, which include inspecting machinery regularly, appointing a competent person to inspect and ensure maintenance, issuing PPE or clothing, and training those who use machinery.

2.34 Portable Electrical Tools and Explosives Powered Tools

The Principal Contractor shall ensure that use and storage of all explosive powered tools and portable electrical tools are in compliance with relevant legislation. The Principal contractor shall ensure that all-electrical tools, electrical distribution boards, extension leads, and plugs are kept in safe working order. Regular inspections and toolbox talks must be conducted to make employees aware of the dangers and control measures to be implemented e.g. personal protection equipment, guards, etc.

The Principal contractor shall consider the following:

1. A competent person undertakes routine inspections and records are kept
2. Only authorised trained persons use the tools;
3. The safe working procedures apply;
4. Awareness training is carried out and compliance is enforced at all times and
5. PPE and clothing is provided and maintained.
6. A register indicating the issue and return of all explosives round.
7. Ensure that the cartridges and explosive tool is lock up separately
8. Signs to be posted up in the areas where explosive powered tools are being used.
(WARNING – EXPLOSIVE POWERED TOOL IN USE – KEEP CLEAR).

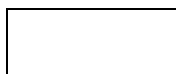
2.35 High Voltage Electrical Equipment

No high voltage electrical equipment is present on under or above the construction area.

2.36 Public and Site Visitor Health & Safety

The Principal Contractor shall ensure that every person working on or visiting the site, as well as the public in general, shall be made aware of the dangers likely to arise from site activities, including the precautions to be taken to avoid or minimise those dangers. Appropriate health and safety notices and signs shall be posted up and that shall not be the only measure taken.

Both the Client and the Principal Contractor have a duty in terms of the OHS Act 85/1993 to do all that is reasonably practicable to prevent members of the public and site visitors from being affected by the construction activities.



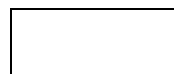
Contractor



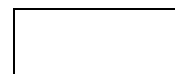
Witness 1



Witness 2



Employer



Witness 1



Witness 2

Site visitors must be briefed on the hazards and risks they may be exposed to and what measures are in place or should be taken to control these hazards and risks. A record of these 'induction' must be kept on site in accordance with the Construction Regulations.

2.37 Night Work

The Principal Contractor and other Sub Contractors shall not:

1. Transport persons together with goods or tools unless there is appropriate area or section to store them;
2. Transport persons in a non-enclosed vehicle, e.g. truck; there must be a proper canopy (properly covering the back and top) with suitable sitting area.
3. Employees shall not be permitted to stand or sit at the edge of the transporting vehicle.

2.38 Traffic Accommodation

Construction traffic will obtain access to the site mainly from provincial roads. All access points are to be provided with adequate temporary construction signage in accordance with the Road Traffic Signs to warn the travelling public regarding construction vehicles.

Where, in the sole discretion of the engineer, sight distances are deemed inadequate to ensure safety, access points are to be controlled by suitably qualified and equipped labour during all construction hours.

This may include Stop/Go facilities controlling the travelling public, as well as flagmen. The above provisions will apply equally to access from provincial roads to and from the designated borrow areas.

2.39 Occupational Health

2.40 Occupational Hygiene

Exposure of employees to occupational health hazards and risks is very common in any work environment, especially in construction. Occupational exposure is a major problem and all Principal Contractors must ensure that proper health and hygiene measures are put in place to prevent exposure to these hazards. Prevent inhalation, ingestion, and absorption of any hazardous substance and high noise level exposure. Site-specific health risks are tabled in Annexure C e.g. cement dust, wet cement, wood-dust, noise, etc.

2.41 Welfare Facilities

The principal Contractor must supply Sufficient toilets (1 toilet per 30 employees), showers (1 for every 15 employees), changing facilities, hand washing facilities, soap, toilet paper, and hand drying material must be provided. Waste bins must be strategically placed and emptied regularly. Safe, clean storage areas must be provided for employees to store personal belongings and personal protective equipment. Employees should not be exposed to hazardous materials/substances while eating and must be provided with sheltered eating areas.

2.42 Alcohol and other Drugs

No alcohol and other drugs will be allowed on site. No person may be under the influence of alcohol or any other drugs while on the construction site. Any person on prescription drugs must inform his/her superior, who shall in turn report this to the Principal Contractor forthwith. Any person suffering from any illness/condition that may have a negative effect on his/her safety performance must report this to his/her superior, who shall in turn report, this to the Principal Contractor forthwith. Any person suspected of being under the influence of alcohol or other drugs must be sent home immediately, to report back the next day for a preliminary inquiry. A full disciplinary procedure must be followed by the Principal Contractor or Sub Contractor concerned and a copy of the disciplinary action must be forwarded to the Principal Contractor for his records.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PRE-CONSTRUCTION HEALTH AND SAFETY SPECIFICATION (HSS)
PROJECT: HOTA TO MBEWULA CULVERTS

The Principal Contractor and Sub Contractors must submit proof of compliance with Annexure A with the construction phase H&S plan where applicable.

HSS Item No.	Requirement	OHSA Requirement	Submission Date
2.3.1	Notification of Construction work	Complete Schedule 1 (Regulations 4 of the construction regulation)	Before commencement on site
2.3.2	Assignment of Responsible Person to Supervise Construction work	All relevant appointments, as per OHS Act and Construction Regulations.	Before commencement on site
2.3.3	Competence of Responsible Persons	Client Requirement & OHS Act	Together with H&S plan
2.3.4	Compensation of Occupational Injuries and Diseases Act (COIDA) 130 of 1993	COIDA Requirement	Together with H&S plan
2.3.5	Occupational Health and Safety Policy	OHS Act	Together with H&S plan
2.3.6	Health and Safety Organogram	Client Requirement	Together with H&S plan
2.3.7	Initial Hazard Identification and Risk Assessment based on the Client's assessment	Client Requirement	Together with H&S plan
2.3.8	Health and Safety Representative	OHS Act	Submit as soon as there are more than 20 employees on site
	Other		

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

ASSIGNMENT OF PRINCIPAL CONTRACTOR'S RESPONSIBLE PERSONS

PROJECT: CONSTRUCTION OF HOTA TO MBEWULA CULVERTS

ANNEXURE B

The Principal Contractor shall make the following appointments according to the initial risk assessment: (further appointments could become necessary as project progress)

Appointment	OHSA Reference	Requirement
CEO Assignee	Section 16(2)	A competent person to assist with the on-site H&S overall responsibility – Contractor's Responsible Person
Construction Work Supervisor	CR 6.1	A competent person to supervise and be responsible of Health & Safety related issues on site. The person is appointed to assist the CEO with his/her overall duties.
Subordinate Construction Work Supervisors	CR 6.2	A competent person to assist with daily supervision of construction / building work. The person assists the Construction Work Supervisor.
Health & Safety Representative(s)	Section 17	A competent person(s) to inspect H&S in reference to plant, machinery and Health & Safety of Persons in the Workplace.
Health & Safety Committee Member(s)	Section 19	A competent person(s) representing the employer to assist with the on-site Health & safety Matters.
Incident Investigator	GAR 9(2)	A competent person to investigate incidents / accidents on site and could be: <ul style="list-style-type: none"> • The employer • H&S Representative • Designated person • Member of the H&S Committee
Risk assessment co-ordinator	CR 7	A competent person to co-ordinate all risk assessments on behalf of the Principal Contractor. The same applies to Contractors.
Fall protection plan co-ordinator	CR 8	A competent person to prepare & amend the fall protection plan.
First Aiders	GSR 3	A qualified person to address all on site first aid cases.
Machinery Inspector	GSR 2.1	A competent person to supervise machinery.
Lifting machine & equipment inspector	DMR 18	A competent person to inspect lifting machines equipment & tackle.

Formwork & support work inspector	CR 10	A competent person to inspect formwork & support work.
Excavation Inspector	CR 11	A competent person to inspect excavation work and ensure that approved safe working procedures are followed at all times.
Ladder Inspection	GSR 13A	A competent person to inspect ladders daily and ensures they are safe for use, keeping monthly record.
Stacking Supervisor	CR 26	A competent person to supervise all stacking and storage operations.
Explosive powered tools inspector/supervisor	CR 19	A competent person to inspect & clean the tool daily and controlling all operations thereof.
Temporary electrical installations supervisor	CR 22	A competent person to control all temporary electrical installations.

89

Contractor

Witness 1

Witness 2

Employer

Witness 1

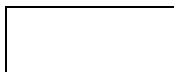
Witness 2

OTHER REQUIREMENTS
PROJECT: CONSTRUCTION OF HOTA TO MBEWULA CULVERTS

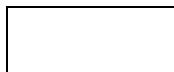
ANNEXURE C

The Principal Contractor shall comply but not be limited to the following requirements: report on these to the Client at progress meetings or at least monthly whichever is sooner.

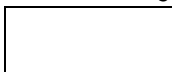
What	When	Output	Accepted by Client & date
Notification of construction works	Before commencement of work	Acknowledgement of notification from DoL	
Induction training	Every employee before he/she starts work.	Attendance registers	
Awareness Training (Tool Box Talks)	At least weekly	Attendance registers	
Health & Safety Reports	Monthly	Report covering: <ul style="list-style-type: none"> Incidents / accidents and investigations Non-conformances by employees & contractors Internal & External H&S audit reports 	
Emergency procedures	Ongoing evaluation of procedure	Table procedure in writing as well as emergency telephone numbers	
Risk assessment	Updated and signed off at least monthly	Documented risk assessment	
Safe work procedures	Drawn up before employees are exposed to new risks	Documented set of safe work procedures (method statements) updated and signed off.	
General Inspections	Weekly & daily	Report OHS Act compliance: <ul style="list-style-type: none"> Scaffolding Excavations Formwork & support work Explosive tools 	
General Inspections	Monthly	<ul style="list-style-type: none"> Firefighting equipment Portable electrical equipment Ladders Lifting equipment/slings 	
List of Contractors	List to be updated weekly	Table list, number of workers and Company tel. numbers	
Workman's Compensation	Ongoing	Table a list of Contractors' workman's compensation proof of good standing.	
Construction site rules & Section 37.2 Mandatory Agreement	Ongoing	Table a report of all signed up Mandatories.	



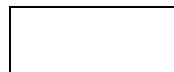
Contractor



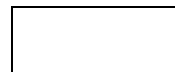
Witness 1



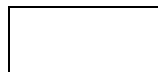
Witness 2



Employer



Witness 1



Witness 2

C3.4.3 CONSTRUCTION ENVIRONMENTAL PLAN

WORKS SPECIFICATIONS

PART C: Environmental Management Plan

PES1 General

The Contract shall be conducted in accordance with the principles of Integrated Environmental Management (IEM) "in an environmentally and socially responsible manner" (DEAT 1992). This section details the controls and procedures necessary to achieve this goal.

The Contractor will be required to comply with the Project Environmental Specifications contained in this section. Should any conflict arise between the specifications contained in this section, and any other specification, the Project Environmental Specifications shall prevail.

The specifications detailed in this section relate to those construction activities which could have an adverse impact on the environment and which therefore require mitigation measures.

Items have been included in the Preliminary and General section of the Bill of Quantities to reflect compliance with the Project Environmental Specifications. Where no item is provided in the Bill of Quantities, the Contractors rates will be deemed to be inclusive of any costs incurred for compliance with the Project Environmental Specification.

PES2 Working Area

An area of the site will be defined by the Employer's Agent for use by the contractor. This area will include the designated areas listed below and the contractor will not be permitted access beyond this defined area, except for the security personnel will be required to patrol a wider area to prevent informal settlements.

Within the defined working area mentioned above, certain areas will be specifically designated by the Employer's Agent for the following activities:

- site camp
- stockpiling and storage of construction materials

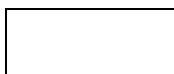
In order to minimise the potential for erosion, vehicle access between the above-mentioned areas will be restricted to corridors defined by the Employer's Agent, and multiple access tracks across the veld will not be permitted. Should excessive vehicle tracks be made, the Contractor shall be required to rehabilitate the extra tracks at his own cost. Rehabilitation shall involve ripping of the compacted earth to a depth of 150mm to loosen the earth, and grass seeding according to specification.

PES3 Site Camps

Where site camps are to be established the topsoil is to be removed to the base of the A-horizon or to a depth of 150mm, whichever is the greater, and stockpiled according to the SANS specifications.

The site shall be located more than 20m from watercourses. Runoff from the site must be prevented from entering the watercourse or wetland.

Site camps and surrounds are to be maintained in a clean orderly and presentable condition at all times.



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

Waste water from kitchen and ablution facilities shall be led to soak pits and shall not be discharged to rivers or streams.

Tanks for fuels oils etc. shall be bunded with earth berms adequate to contain any possible spills.

After completion of the Works the contractor shall restore the area used by him to its former condition, including removal of rubble and foundations, and to the satisfaction of the Employer's Agent.

PES4 Sanitation

Adequate toilet facilities are to be provided within 200m of the Works. All toilets shall be maintained by the Contractor in a clean sanitary condition to the satisfaction of the Employer's Agent. Toilets shall not be located on flood plains where the possibility of flooding exists.

Contractors shall instruct their staff and sub-contractors that they must use the toilets provided and not the veld, bush or streams.

PES5 Refuse

The site is to be kept clean, neat and tidy to the Employer's Agent's satisfaction. The Contractor shall provide bins at the Work sites and shall be responsible for disposal of refuse and waste generated by his staff on a daily basis. Domestic litter or construction waste may not be left lying about on site.

Refuse and construction waste shall be disposed of at an approved dump

site. No burning of refuse is permitted.

PES6 Dust

Dust is regarded as a nuisance when it reduces visibility, soils private property or is aesthetically displeasing. Dust also reduces the value of grazing grasses and retards plant growth.

Dust generated by construction related activities must therefore be minimised.

The Contractor shall control dust over the site of the Works, on access roads/tracks, on stockpiles and spoil sites or borrow pits.

Control of dust shall involve spraying with water. The quantities of water used should not be large enough or applied with sufficient force to generate run off which could result in soil erosion. A watercart shall be provided by the Contractor to control dust levels.

PES7 Noise

Noise levels are to be kept within reasonable norms as determined by the Employer's Agent, taking into account the context of the rural setting.

Silencers shall be fitted to all machinery and vehicles shall be well maintained.

The Contractor shall inform residents of any excessive noise that is anticipated due to construction activities, for example blasting for excavation. This notice shall be given at least 2 days before the event generating higher noise levels.

Any complaints received by the Employer's Agent regarding noise will be recorded and communicated to the Environmental Control Officer.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PES8 Social Disruption

The Contractor's staff shall in no way be a nuisance to residents in the vicinity of construction activities. Any complaints received by the Employer's Agent will be addressed and the relevant persons will face suspension from the project.

No access to private property will be allowed.

PES9 Informal Settlements

The Contractor shall require his security personnel to patrol the entire site (not just the site of current operations as defined in PES3), and report any sign of informal shack development within three hours of commencement of such activity.

PES10 Traffic

Traffic, especially heavy vehicle traffic, has the potential to draw complaints from other road users and neighbours. The Contractor will be expected to address any complaints received.

The Contractor shall instruct his drivers, suppliers, plant operators and any other vehicle operators travelling to and from the site as a result of the construction contract, that vehicles will be expected to comply with all roads ordinances, particularly with regard to;

- Speed limits
- Preventing Overloading
- Roadworthiness
- Securing of loads
- Covering of any loads that could generate dust
- Avoiding spillage of liquids, sand, soil or other material

General consideration and courtesy to other road users will also be expected of drivers.

PES11 Overhead Power Lines

Where work is being carried out in the vicinity of overhead power lines, the Contractor is responsible for ensuring that all persons working in such areas are aware of the relatively large distance that high voltage electricity can 'short' to earth when large masses of steel such as steel pipes or machinery are close to power lines. The Contractor's attention is drawn to OHSA (1993) which gives safe clearances for various voltages.

PES12 Removal Of Protected Plants From Site

Certain species of indigenous plants that occur on the site are protected by law. A horticulturist has been designated the responsibility for relocating these plants from the "Working Area" prior to the Contractor moving on site.

No removal of any plants from beyond the Working Area will be permitted. The Contractor shall be responsible to ensure that no unauthorized removal of plants is allowed. In the event of removal of legally protected species, the persons responsible shall be liable for prosecution under the relevant provincial ordinance. Security Staff will report any infringements related to this.

The Contractor shall confirm with the ECO that the horticulturist has removed the said plants from the Working Area before the Contractor moves on site.

PES13 Fire Prevention And Control

The Contractor and his staff are expected to be very conscious of fire risks. The Contractor shall hold fire prevention talks with staff to create an awareness of the risks of fire. Regular reminders to staff on this issue are required.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

The Contractor shall at all times ensure that fires do not start or spread within the site or the environs thereof as a result of the Works or the actions of employees. In the event of such fire the Contractor shall immediately employ such plant and labour as is at his disposal and shall take all other necessary action to bring any such fire under control, all at his own cost.

A fire extinguisher must be on hand whenever welding or any other spark generating activity is conducted.

In addition, rubber beaters are to be on hand at all work stations at all times as these represent the quickest form of response to fire.

No fires may be made other than for the purpose of cooking. Cooking fires must be contained in a fire drum and be in a designated area approved by the Employer's Agent. All fires are to be extinguished with water once they have served their purpose.

No fire is to be left unattended at any time. No burning of grassland for clearing is permitted.

No cutting of timber for firewood will be allowed.

No fires are to be allowed when the Fire Danger Index is high (46 and above) ie. fire alert stage yellow.

The Contractor shall be liable for all costs and damages resulting from fire and firefighting.

PES14 Environmental Training

The Contractor shall be responsible for conducting Environmental Training amongst his employees to ensure that they have the necessary knowledge to comply with the Environmental Specifications. Employees should be made aware of the Environmental Specifications and the reasons for them.

PES15 Work Stoppage

The Employer's Agent shall have the right to order work to be stopped in the event of significant infringements of the Environmental Specifications until the situation is rectified in compliance with the specifications. In this event the Contractor shall not be entitled to claim for delays.

This clause shall apply in the case of infringements of a nature whereby full remediation of circumstances arising from the infringement will not be possible at a later date. For example mixing topsoil with subsoil; activities that are polluting or may cause pollution of water.

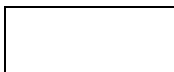
PES16 Environmental Monitoring

The Employer's Agent will monitor the Contractor's performance in relation to the Environmental Specifications on a daily basis. He will be assisted in this regard by the Environmental Control Officer.

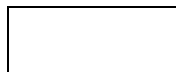
The ECO shall inspect the site on a regular basis. After each ECO site visit a report will be submitted to the Employer's Agent and SAKHISIZWE MUNICIPALITY. The content of these reports will be made known to the Contractor by the Employer's Agent. Any infringement of the Environmental Specification will be indicated in the report. These reports will also aim to anticipate problems which may arise so that the Contractor can be alerted to potential environmental risks and take appropriate action.

PES17 Measurement and Payment

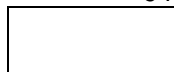
The Tendered rates shall be deemed to cover all costs associated with the compliance with the Environmental Specification.



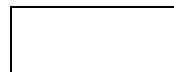
Contractor



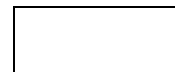
Witness 1



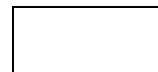
Witness 2



Employer



Witness 1



Witness 2

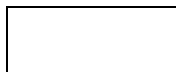
C3.4.4 DRAWINGS LIST

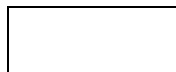
1. Bound into this Document

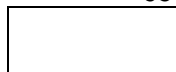
DRAWING No.	DESCRIPTION
SLM-HTM-26-02-LP-01	Key Plan Layout
SLM-HTM-26-01-LP-02	Culverts 1 General Layout
SLM-HTM-26-01-LP-03	Culverts 2 to 7 General Layout
SLM-HTM-26-01-SD-02	Stormwater Standard Detail: Portal Culvert Arrangement
SLM-HTM-26-01-SD-03	Stormwater Standard Detail: Headwall (Concrete)
SLM-HTM-26-01-SD-04	Stormwater Standard Detail: Gabions Arrangement

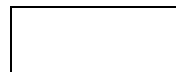
NOTE:

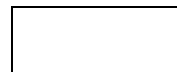
Originals of reduced drawings are available for inspection at the offices of the Employer's Agent, or copies may be purchased by arrangement with the Employer's Agent. No claims for misunderstanding reduced drawings will be considered.

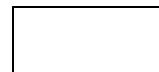

Contractor


Witness 1


Witness 2


Employer


Witness 1


Witness 2

Part C4: Site Information

	<u>Pages</u>
C4.1 Locality Plan	96
C4.2 Tender Drawings	97

C4.1. Locality Plan

The site is allocated in Cala in the Eastern Cape within the Chris Hani District Municipality. The site locality map for the site is as shown below.



<i>Contractor</i>	<i>Witness 1</i>	<i>Witness 2</i>	<i>Employer</i>	<i>Witness 1</i>	<i>Witness 2</i>

C4.2. Tender Drawings

DRAWING No.

SLM-HTM-26-02-LP-01
SLM-HTM-26-01-LP-02
SLM-HTM-26-01-LP-03
SLM-HTM-26-01-SD-02

SLM-HTM-26-01-SD-03
SLM-HTM-26-01-SD-04

DESCRIPTION

Key Plan Layout
Culverts 1 General Layout
Culverts 2 to 7 General Layout
Stormwater Standard Detail: Portal Culvert
Arrangement
Stormwater Standard Detail: Headwall (Concrete)
Stormwater Standard Detail: Gabions Arrangement

<i>Contractor</i>	<i>Witness 1</i>	<i>Witness 2</i>	<i>Employer</i>	<i>Witness 1</i>	<i>Witness 2</i>