

SAKHISIZWE LOCAL MUNICIPALITY



TENDER DOCUMENT

CONSTRUCTION OF CALA SPORTS FIELD - PHASE 3

BID No.: SLM/SCM/76/2025/2026

ISSUED BY:

MUNICIPAL MANAGER

Sakhisizwe Local Municipality

P O Box 26

CALA

5455

Tel: 047 877 0000

Fax: 047 673 3771

NAME OF TENDERER: _____

TENDER SUM: _____

CSD NUMBER: _____

SAKHISIZWE LOCAL MUNICIPALITY
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CONSTRUCTION OF CALA SPORTS FIELD – PHASE 3

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THE TENDER

PART 1 (OF 2): TENDERING PROCEDURES

T1.1 Tender Notice and Invitation to Tender

T1.2 Tender Data

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T1.1 TENDER NOTICE AND INVITATION TO TENDER

The Sakhisizwe Local Municipality invites all experienced and competent suitable Tenderers that are fully equipped to provide the following goods and services.

Bid Number	Bid Description	Functionality		CIDB Grading	Enquiries	Compulsory Briefing session	Closing Date
Bid No: SLM/SCM/76/2025/2026	CONSTRUCTION OF CALA SPORTSFIELD- PHASE- 3	Experience of Company	30	6 CE OR HIGHER	Technical Queries: Mr L.Tyobeka at (045)93 11011 email address: pmutech.sakhisizwe@gmail.com . SCM enquiries: Ms Y.Tofile: 045 931 1011, Email: ymtofile@sakhisizwe.gov.za	22 JUNE 2026 @12H00 ERF 5556, Umthatha Road, Cala	13 July 2026 @12H00 15 Maclear Road, Elliot
		Experience of Site Personnel	30				
		Plant and Equipment	30				
		Financial Resources	10				
		TOTAL	100				

Bidders are to note that a Pre-Qualification evaluation will be undertaken. A minimum of 70 points out of 100 must be scored to 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 (www.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.

Completed sealed bids and supporting documents, addressed to the Municipal Manager and marked with “**Description of the project and the bid number**” must be deposited in the Bid box situated at Budget office Sakhisizwe Municipal offices 15 Maclear Road, Elliot, 5460, at which the tenders will be opened in public.

The following compulsory supporting documents shall accompany your submissions:

- Latest Full CSD Report (Not Older than Three Months)
- Certified I.D Copies of Directors (not older than six months)
- Fully Completed and Signed MBD 1 to 9 (attached on 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 lesser 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.

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 the persons in the service of the state.
- The Sakhisizwe Municipality Supply Chain Management Policy will apply.

**MR S.G. SOTSHONGAYE
MUNICIPAL MANAGER**

SAKHISIZWE LOCAL MUNICIPALITY

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T1.2 : TENDER DATA

The tender conditions are the standard conditions of Tender as contained the South African National Standard (SANS 10845-3:2015 Edition 1) for Construction Procurement as published in August 2015. (See www.sabs.co.za).

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

No	Clause	Wording
1	2.1	Wherever reference is made in the documentation to bill of quantities it shall also mean pricing schedule
2	3.1	The Employer is the Sakhisizwe Local Municipality (SLM) . The Employers domicilium citandi (permanent physical address) is: Sakhisizwe Local Municipality, Mthatha Road, Cala , 5455
3	3.2	The tender documents issued by the employer comprise: <u>THE TENDER</u> PART T1 : TENDERING PROCEDURES T1.1: Tender Notice and Invitation to Tender.....(White) T1.2: Tender Data.....(Pink) PART T2 : RETURNABLE DOCUMENTS T2.1: List of Returnable Documents.....(Yellow) T2.2: Returnable Schedules.....(Yellow) <u>THE CONTRACT</u> PART C1: AGREEMENTS AND CONTRACT DATA C1.1: Form of Offer and Acceptance.....(Yellow) C1.2: Contract Data.....(Yellow) C1.3: Deed of Guarantee (pro forma).....(White) PART C2 : PRICING DATA C2.1: Pricing Instructions.....(Yellow) C2.2: Bill of Quantities.....(Yellow) PART C3 : SCOPE OF WORKS C3.1: Description of the Works.....(Blue) C3.2: Engineering.....(Blue) C3.3: Procurement.....(Blue) C3.4: Construction.....(Blue) C3.5: Management.....(Blue) PART C4 : SITE INFORMATION C4: Site Information.....(Green) PART C5 : ANNEXURES.....(Green)

No	Clause	Wording																		
4	3.4	The Employer's Agent is Name: Masilakhe Consulting Address: 47 St. James Road Southernwood East London 5201 Tel: 043 722 3340 E-mail: asanda@masilakhe.co.za																		
	3.4	The language for communication shall be English.																		
5	4.1.1	The following tenderers who are registered with the CIDB in grading designation Grade 6 CE are eligible to submit tenders: 1) Contractors who have a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tender for a class of construction work, or For the sake of clarity and subject to satisfactory proof of a tenderer's ability to perform the work specified at the tendered value, the Employer lists in the table below the margins it considers reasonable. <table><tr><th>Category of tender</th><th>Upper limits per CIDB Table 8 of Regulation 17</th></tr><tr><td>SB 1</td><td>R0.5m</td></tr><tr><td>SB 2</td><td>R1m</td></tr><tr><td>SB 3</td><td>R3m</td></tr><tr><td>SB 4</td><td>R6m</td></tr><tr><td>SB 5</td><td>R10m</td></tr><tr><td>SB 6</td><td>R20m</td></tr><tr><td>SB 7</td><td>R60m</td></tr><tr><td>SB 8</td><td>R200m</td></tr></table> 2) Joint ventures are eligible to submit tenders provided that: a) every member of the joint venture is registered with the CIDB and in CE class of work b) the combined contractor grading designation calculated in accordance with the Construction Industry Development Board Regulations is equal to or higher than a contractor grading designation as set out in the above table. c) a signed Joint Venture Agreement must be attached with the tender d) a valid copy of a consolidated B-BBEE for the Joint Venture must be attached with the tender 3) Tenderers registered as potentially emerging enterprises but with a CIDB contractor grading designation lower than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations, are not eligible to have their tenders evaluated.	Category of tender	Upper limits per CIDB Table 8 of Regulation 17	SB 1	R0.5m	SB 2	R1m	SB 3	R3m	SB 4	R6m	SB 5	R10m	SB 6	R20m	SB 7	R60m	SB 8	R200m
Category of tender	Upper limits per CIDB Table 8 of Regulation 17																			
SB 1	R0.5m																			
SB 2	R1m																			
SB 3	R3m																			
SB 4	R6m																			
SB 5	R10m																			
SB 6	R20m																			
SB 7	R60m																			
SB 8	R200m																			

No	Clause	Wording
		4) National Treasury Central Supplier Database - Tenderers who are not registered on the National Treasury Central Supplier Database at close of tender, shall submit a copy of their application of registration, with their tender submission. Tenders received from such tenderers who have not submitted proof of their registration within 21 days after the closing date for tender submissions, will not be considered 5) Prospective tenderers will only be eligible to submit a tender if, in terms of clause 5.8 in Tender Data T1.2; the Contracts Manager is a full-time employee of the company and has a minimum of five (5) years' experience in general roadworks construction and is in possession of a minimum National Diploma in Civil Engineering and registered as a Pr. Eng, Pr. Tech. Eng, Pr. Techni or Pr. CM; the Construction Manager is a full-time employee of the company and has a minimum of five (5) years' experience in general roadworks construction and is in possession of a minimum National Diploma in Civil Engineering and registered as a Pr. Eng, Pr. Tech. Eng, Pr. Techni or Pr. CM; the SHEQ Manager is a full-time employee of the company and has a minimum of five (5) years' experience in general roadworks construction and is registered with SACPCMP as Pr. CHSO and has a NQF 5 certificate. The SHEQ Manager must be full time on site for the duration of the contract; the Senior Site Foreman must be a full-time employee of the company and have a minimum of ten (10) years' experience general roadworks construction and have an NQF 5 certificate. The Site Foreman must be full time on site for the duration of the contract; the EME/QSE Manager is a full-time employee of the company and has a minimum of five (5) years' experience training and mentoring EME/QSE/SMME contractors, is in possession of an appropriate formal tertiary qualification in the built environment and has a NQF 5 certificate. The EME/QSE Manager must be full time on site for the duration of the contract. The EME/QSE Manager will not be permitted to fulfill any other functions on site other than as EME/QSE Manager in terms of the Employment and Management of EME/QSEs Specification contained in Appendix G of the Contract Document and must be full time on site. Failure to comply with these eligibility criteria will cause the tender to be rejected or incomplete forms may render the tender invalid. Persons identified as site staff may not be changed without prior approval from the Principal Agent. Any alternative staff must have the same or better level of experience and qualifications. Failing to comply could lead to rates being adjusted or additional staff being required. The Curriculum Vitae's (CV's) and qualifications are to be attached to returnable Form I. In addition, should prospective tenderers not meet the minimum functionality scoring in terms of clause 5.8, they will not be considered further for adjudication.
		Failure to comply with these eligibility criteria will cause the tender to be rejected or incomplete forms may render the tender invalid. Persons identified as site staff may not be changed without prior approval from the Employer's Agent. Any alternative staff must have the same or better level of experience and qualifications. Failing to comply could lead to rates being adjusted or additional staff being required.
		For the purposes of this tender, local content is included as a "Specific goal" in terms of the PPFA 2022. As such, the following will apply:

No	Clause	Wording								
		The supplier shall study the terms and conditions as stated in the Local Content Declaration / Annexure C (Returnable Schedule 2D). The stipulated minimum threshold percentages for local production and content for this bid are as follows: <table><tr><td>Description of services, works or goods</td><td>Stipulated minimum threshold</td></tr><tr><td>Block Paving</td><td>100%</td></tr><tr><td>Precast concrete kerbs</td><td>100%</td></tr><tr><td></td><td></td></tr></table> Only tenders with locally produced or locally manufactured raw material or input will be considered. If the raw material or input to be used for a specific item is not available locally, bidders should obtain written authorisation from the Department of Trade and Industry (DTI) (Chief Director: Industrial Procurement, tel. 012 394 3927 and fax 012 394 4927) should there be a need to import such raw material or input. A copy of the authorisation letter must be submitted together with the bid document at the closing date and time of the bid The Employer is obliged and must ensure that contracts for the designated sector are awarded at prices that are market related taking into account, among others, benchmark prices designated by the DTI for the sector, value for money and economies of scale. Where appropriate, prices may be negotiated with preferred bidders in accordance with provisions for Negotiation with Preferred Bidders as set out in the SBDM's SCM Policy. A bid will be declared non-responsive / disqualified if the Local Content Declaration / Annexure C returnable schedule as well as the authorisation letter referred to above (if applicable) are not submitted as part of the bid documentation at the closing date and time of the bid. For further information relating to the local production and content legislation, bidders may refer to website http://www.thedti.gov.za/industrial_development/ip.jsp, or may contact the Chief Director: Industrial Procurement at the DTI at telephone number (012) 394 3927 and fax (012) 394 4927, the Director: Fleet Procurement, at telephone number (012) 394 3927, or the DTI Contact Centre no 0861 843384.	Description of services, works or goods	Stipulated minimum threshold	Block Paving	100%	Precast concrete kerbs	100%		
Description of services, works or goods	Stipulated minimum threshold									
Block Paving	100%									
Precast concrete kerbs	100%									
6	4.6	Failure to apply instructions contained in addenda may render a tenderer's offer non-responsive in terms of Condition of Tender 5.8. The onus rests with the tenderer to ensure that the person attending the clarification meeting on its behalf is appropriately qualified to understand all directives and clarifications given at that meeting. The clarification meeting shall start strictly at the time advertised. Only then will the Employer's Agent circulate the attendance register for completion by those present. A 10 minutes grace period will be allowed for latecomers who may enter and complete the register, after which the door will be closed. On completion by all present the Employer's Agent will read out from the collected lists calling for confirmation that all have signed; The signatures on the attendance register and role call at the end of the briefing shall be considered proof that the tenderer attended the whole meeting and was available to hear all directives and clarifications given at the meeting. Tenderers shall sign the attendance list in the name of the tendering entity. Addenda will be issued to, and tenders will be received only from, those tendering entities appearing on the attendance list.								

No	Clause	Wording
7	4.7	For particulars regarding a compulsory Clarification Meeting, see Notice and Invitation to Tender T1.1. Completion of the Attendance Register at the Clarification Meeting will be deemed as proof of attendance. Tenderers are however obligated to complete and sign Form A when submitting tenders. The Employer's Principal Agent will not necessarily sign Form A at the Clarification meeting.
8	4.8	Request clarifications at least 7 working days before the closing time.
9	4.10	Tenderers are required to state the rates and currencies in Rand.
10	4.12	No alternative offers will be considered
11	4.13.1 & 4.13.2	Tenderers are required to submit the entire completed and signed tender document (original). Tenderers are not permitted to dismantle the tender document. Any additional information submitted must be secured to the relevant page in the tender document. Failure to comply with this requirement may render the tenderers tender non-responsive.
12	4.13.5	The Employer's address for delivery of tender offers and identification details is as per the Notice and Invitation to Tender T1.1. Submit one signed original Tender.
13	4.15	The closing time for submission of tender offers is as per Notice and Invitation to Tender T1.1. Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted
14	4.16.1	The tender offer validity period is 90 days .
	4.16.2	Where a tenderer, at any time after the opening of his tender offer but prior to entering into a contract based on his tender offer: - withdraws his tender; - gives notice of his inability to execute the contract in terms of his tender; or - fails to comply with a request made in terms of 4.17, 4.18 or 5.9, such tenderer shall be barred from tendering on any of the Employer's tenders for a period to be determined by the Employer, but not less than six (6) months from a date determined by the Employer. This sanction also applies to tenders under evaluation and not yet awarded. The Employer may fully or partly exempt a tenderer from the provisions of this condition if he is of the opinion that the circumstances justify the exemption.
15	4.18	Any additional information requested under this clause must be provided within 5 (five) working days of date of request.
16	4.19	Access shall be provided for the following inspections, tests and analysis: Site visits to inspect the project area.
17	4.23	<u>Add the following new Clause:</u> Contract Participation Goals; - The tender/contract is subject to the PPPFA Regulations of 2022 and the requirements of the Sakhisizwe Local Municipality's Supply Chain Management Policy. It is an express condition of this contract that a minimum of 30% of the total project value must be directed towards poverty alleviation initiatives aimed at uplifting economically disadvantaged communities within the Sakhisizwe Local Municipality (SLM). (See Appendix G for a detailed breakdown) This commitment includes: Employment creation: Prioritizing the hiring of unskilled and semi-skilled labour from designated disadvantaged wards within SLM. Local procurement: Sourcing materials, goods, and services from small-scale local suppliers to stimulate township and rural economies. Plant hire: Engaging local plant hire businesses within SLM to retain economic benefits within the community.

No	Clause	Wording
		• Skills development & training: Providing on-site capacity-building programs, apprenticeships, and vocational training to enhance employability and long-term job sustainability. • Social inclusion: Allocating employment opportunities to military veterans, youth, women, and people with disabilities, particularly in roles such as Occupational Health & Safety (OHS) and site support services. Contractors are required to adhere to these poverty alleviation targets, ensuring that employment, training, and economic participation benefits directly support vulnerable groups and contribute to sustainable livelihoods. Non-compliance with these targets will result in contractual penalties, as stipulated in the contract. Furthermore: • All unskilled and semi-skilled labour must be sourced exclusively from within SLM boundaries. • A portion of the work must be subcontracted to local businesses, including EMEs/QSEs registered as CE1s and CE2s where relevant, to further support small business growth in disadvantaged areas. • Local content requirements remain mandatory, ensuring that materials and services are sourced locally to maximize economic impact. These commitments form part of the “specific goals” as per Section 2(1)(d) of the Act, emphasizing poverty alleviation, job creation, and inclusive economic participation within the municipality. In addition, all unskilled and semi-skilled labour must be sourced from within the SLM boundaries. Further, this work is to be subcontracted in a minimum of 2 work packages to EMEs / QSEs registered as CE1s and CE2s. There is also a requirement for local content. The requirement for the use of local labour and local content form part of the requirements for “specific goals” (in terms of section 2(1)(d) of the Act). In the subcontract agreement, the successful tenderer is to clearly state the scope of the work to be subcontracted in each specific package identified by the successful tenderer. The sub-contract agreement must be in the form published by SAFCEC or the GCC of Sub-contract for Construction Works 2018 and in line with the terms and conditions of the main contract. A copy of the sub-contract agreement must be submitted to the Employer’s Agent prior to finalising the agreement with the sub-contractor. Any unfair sub-contracting practices will not be permitted. The successful tenderer will only be informed after the award of the selected EMEs/QSEs provided by the Local Municipality. Packages must be negotiated with the EMEs/QSEs and any variance in the tendered rates and EME/QSE rates must be absorbed by the Contractor. This provision is to avoid the Contractor tendering unrealistically low rates for works carried out by EME/QSEs. Provision for an additional Lump Sum item will be made in the Preliminary and General Items for the tenderer to price for the management of EMEs/QSEs in terms of Appendix G of the Tender Document. Provision for an item is also made in the Summary of the BOQ for the mark up on the value of works carried out by EMEs/QSEs under this provision. This item will cover all other costs and profits on the value of this work (whether it be works, supply of goods or services, or labour only contracts). No other additional costs will be entertained as a result of these requirements. In addition, should EMEs/QSEs carry out any works measured under provisional / prime costs sums where the Contractor has had the opportunity to tender a mark-up on these provisional / prime cost sums, the Contractor will not be eligible to claim the mark up on the provisional / prime cost sum. The Contractor will however be entitled to the mark up tendered for works carried out by EMEs/QSEs. Local Labour It is a requirement of the contract that all non-essential labour (unskilled and semi-skilled) be sourced locally (within the SLM) unless specific approval is granted in writing by the

No	Clause	Wording	
		Employer's Agent. The Contractor will be responsible for liaising with the SLM to obtain a copy of the unemployment list. Appointment of Local Labour shall be carried out in terms of Government Gazette 18491 of 5 December 1997 as amended. Employment contracts shall be entered into with all employees. Copies of these contracts shall be made available to the Employer's Agent on request. It is the Contractor's responsibility to liaise with the SLM in sourcing and appointing labour. No additional costs will be entertained as a result of the failure of the Contractor to follow necessary protocol and keep all stakeholders informed through the life cycle of the resource management process. Cost for sourcing, selecting, managing payment of labour and complying with the EPWP reporting requirements must be included in the Contractor's rates for various items of work.	
19	4.24	<u>Add the following new clause:</u> “Municipal Clearance Billing Certificate” Accept that no contract will be awarded to a tenderer who is in arrears for more than three months (or who fails to make suitable arrangements to settle the arrears) in respect of municipal rates and other charges due any municipality.” If the tender amount is expected to be more than R10million the period for arrears reduce to one month.	
20	5.4	The location for opening of the tender offers, immediately after the closing time thereof shall be as per Notice and Invitation to Tender T1.1	
21	5.5	A two-envelope procedure <u>will not</u> be followed	
22	5.8	Add the following to 5.8: “(d) Functionality: Tenders will be pre-evaluated on the criteria (functionality) as set out below. Bidders that score less than 70 out of 100 points for this criterion will be regarded as non-responsive and will not be evaluated on price and Preference (B-BBEE). Unclear, vague, fragmented or incomplete information provided will result in no points being allocated. The Functionality criteria is applicable to all projects forming part of this tender document. The Bid Evaluation Committee reserves the right to request any documentation required to perform a meaningful pre-evaluation. Bidders must therefore ensure that only relevant information is submitted. Please note that all feedback requested is time barred and SCM Evaluation team will not award any points for late submission and/or lack of response. The following criteria will be used to calculate points for the functionality of tenders and bidders should ensure that they submit all information in order to be pre-evaluated on the criteria mentioned below <u>FUNCTIONALITY SCORING</u>	
DETAILS		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

No	Clause	Wording	
		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 Civil Engineering projects with a project value of R3 000 000 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 postgrad experience and has relevant qualifications	10
		If CM has 7 years postgrad experience and has relevant qualifications	8
		If CM has 5 years postgrad experience and has relevant qualifications	6
		If CM has less than 5 years postgrad 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 postgrad 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 postgrad 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
		If GF has proven site experience on Civil Engineering projects for less than 5 years	0
		Note: Tenderers must submit profile of a foremen 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

No	Clause	Wording	
	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		5
	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		4
	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		3
	If OHS Officer does not have the required qualifications or is not registered with SACPCMP or has less than 3 years' experience		0
	Note: The CV showing experience and certified copies of Academic Qualifications and Professional Registrations of the proposed OHS officer must be submitted		
Criteria 3: Approach (30)			
Plant and equipment		30	
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 4-ton Crane Truck			6
1 x 20t Excavator			5
1 x Smooth self –propelled pneumatic vibrator roller (15t)			6
1 x TLB			7
Criteria 4: Financial Resources (10)			
4.1 Financial Status (Bank Ratings)		10	
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 R3,000,000.00:			
Undoubted for the amount of your enquiry (Code A)			10
Good for the amount of your enquiry (Code B)			6
Good for the amount quoted, if strictly in the way of business (Code C)			4
Fair trade risk for the amount of your enquiry (Code D)			2
Figures considered too high (Code E)			0
TOTAL POINTS FOR QUALITY		100	

No	Clause	Wording
23	5.8	Add the following to 5.8: “(e) Risk: Tenders must accept the following A risk assessment will be conducted on the most favorable tenders received to assess whether or not the tenderers have the capacity and capability to complete the works within the “Time for achieving Practical Completion”. The information required in terms of the Standard Conditions of Tender and these Tender Data and C.2.2 (Pricing Data) must be provided in sufficient detail to enable the evaluation panel to ascertain if any of the following could present an unacceptable commercial risk to the Employer. • Unduly low tendered sums • Unduly low or high rates (including Nil rates) • Unrealistic mark-ups on Provisional and PC Sums • Unrealistically high or low Preliminary and General items • Contract or pricing data provided by the tenderer, including alterations to a tender • Professional or technical competence, including references related to contracts previously completed • Financial resources and proof of good standing with the company’s bankers • Equipment and/or other physical resources and facilities • Method statements • Managerial capacity, reliability and experience (Other Key Personnel, Experience working with EME/QSE subcontractors) • Reputation The Employer reserves the right to request further clarification, elucidation, additional information and/or documentation as may be required to evaluate tenders. In terms of Clause 4.18, tenderers may be called upon to demonstrate their ability to complete the scope of work for which they have submitted tenders.
24	5.9	Arithmetical errors, omissions, discrepancies and imbalanced unit rates Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount appearing in the summary to the Pricing Schedule shall govern. Check responsive tender offers for: a) the gross misplacement of the decimal point in any unit rate; b) omissions made in completing the pricing schedule or bills of quantities; or c) arithmetic errors in: i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or ii) the summation of the prices. d) imbalanced unit rates. Notify shortlisted tenderers of all errors, omissions or imbalanced rates that are identified in their tender offers. Where the tenderer elects to confirm the errors, omissions or re-balancing of imbalanced rates the tender offer shall be corrected as follows: a) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the unit rate shall govern and the line item total shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted, and the unit rate shall be corrected.

No	Clause	Wording
		b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall be corrected. c) Where the unit rates are imbalanced adjust such rates by increasing or decreasing them and selected others while retaining the total of the prices derived after any other corrections made under (a) and (b) above. Where there is an omission of a line item, no correction is possible, and the offer may be declared non-responsive. Declare as non-responsive and reject any offer from a tenderer who elects not to accept the corrections proposed and subject the tenderer to the sanction under 4.16.2. The tenderer is required to submit balanced unit rates for rate only items in the pricing schedule. The rates submitted for these items will be taken into account in the evaluation of tenders.
25	5.11.4	The procedure for the evaluation of responsive tenders is Method 3 .
26	5.11.7	The value of W1 is: 1) 90 where the financial value, inclusive of VAT, of the lowest responsive tender offer received has a value in excess of R50 000 000,00; or 2) 80 where the financial value, inclusive of VAT, of the lowest responsive tender offer has a value that equals or is less than R50 000 000,00. The value of A will be calculated utilising the following formula: $Ps = (1 - (Pt - Pmin) / Pmin)$ Where Pt is the comparative offer of the tender offer under consideration and Pmin is the comparative offer of the most favourable comparative offer. In the event that the calculated value is negative, the allocated score shall be 0.
27	5.11.8	Table 1: Specific goals for the tender and points claimed are indicated per the table below. <i>(The project will be evaluated based on 80/20 preference point system).</i>

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
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

No	Clause	Wording
		Outside the boundaries of the Eastern Cape/ within South Africa
		02 Points
		Outside South Africa or Failure to provide proof
		0 Points
28	5.13	Tender offers will only be acceptable if: b) the tenderer submits with his tender a valid original Tax Clearance Certificate issued by the South African Revenue Services and valid PIN number (All parties to submit this information in the case of a Joint Venture) serves as MD2. c) Eligibility and Functionality as detailed in Conditions of Tender will apply (see 4.1.1 in Section T1.2: Tender Data). Tenderers are required to demonstrate their ability to undertake the work and provide proof of experience and expertise. Tenders need to meet the eligibility and functionality criteria to be considered for award. d) the tenderer must be registered with the Construction Industry Development Board in an appropriate contractor grading designation (All parties to submit this information in the case of a Joint Venture); e) the tenderer or any of its directors is not listed in the Register of Tender Defaulters or the List of Restricted Suppliers managed by the National Treasury (www.treasury.gov.za) in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; f) the tenderer has not abused the Employer's Supply Chain Management System; g) the tenderer has not failed to perform on any previous contract with the Employer; h) the tenderer has completed and signed Form B (Certificate of Authority for Signatory); i) the Form of Offer is duly completed and signed (Note: Any correction must be signed by the authorised signatory); j) the tenderer has completed and signed the Compulsory Enterprise Questionnaire (Form T2.2R) (for each of the participating firms in the case of a joint venture); k) all relevant certified information is submitted with the Tender; l) The tender/contract is subject to the PPPFA Regulations of 2022 and the requirements of the Sakhisizwe Local Municipality's Supply Chain Management Policy. It is an express condition of this contract that a minimum of 30% of the total project value must be directed towards poverty alleviation initiatives aimed at uplifting economically disadvantaged communities within the Sakhisizwe Local Municipality (SLM). This commitment includes: • Employment creation: Prioritizing the hiring of unskilled and semi-skilled labour from designated disadvantaged wards within SLM. • Local procurement: Sourcing materials, goods, and services from small-scale local suppliers to stimulate township and rural economies. • Plant hire: Engaging local plant hire businesses within SLM to retain economic benefits within the community. • Skills development & training: Providing on-site capacity-building programs, apprenticeships, and vocational training to enhance employability and long-term job sustainability. • Social inclusion: Allocating employment opportunities to military veterans, youth, women, and people with disabilities, particularly in roles such as Occupational Health & Safety (OHS) and site support services. Contractors are required to adhere to these poverty alleviation targets, ensuring that employment, training, and economic participation benefits directly support

No	Clause	Wording
		vulnerable groups and contribute to sustainable livelihoods. Non-compliance with these targets will result in contractual penalties, as stipulated in the contract. Furthermore: • All unskilled and semi-skilled labour must be sourced exclusively from within SLM boundaries. • A portion of the work must be subcontracted to local businesses, including EMEs/QSEs registered as CE1s and CE2s where relevant, to further support small business growth in disadvantaged areas. • Local content requirements remain mandatory, ensuring that materials and services are sourced locally to maximize economic impact. These commitments form part of the “specific goals” as per Section 2(1)(d) of the Act, emphasizing poverty alleviation, job creation, and inclusive economic participation within the municipality. m) In addition, all unskilled and semi-skilled labour must be sourced from within the SLM boundaries. Further, this work is to be subcontracted in a minimum of 2 work packages to EMEs / QSEs registered as CE1s and CE2s. There is also a requirement for local content. The requirement for the use of local labour and local content form part of the requirements for “specific goals” (in terms of section 2(1)(d) of the Act); n) In the subcontract agreement, the successful tenderer is to clearly state the scope of the work to be subcontracted in each specific package identified by the successful tenderer. The sub-contract agreement must be in the form published by SAFCEC or the GCC of Sub-contract for Construction Works 2018 and in line with the terms and conditions of the main contract. A copy of the sub-contract agreement must be submitted to the Employer's Agent prior to finalising the agreement with the sub-contractor. Any unfair sub-contracting practices will not be permitted; o) The successful tenderer will only be informed after the award of the selected EMEs/QSEs provided by the Local Municipality. Packages must be negotiated with the EMEs/QSEs and any variance in the tendered rates and EME/QSE rates must be absorbed by the Contractor. This provision is to avoid the Contractor tendering unrealistically low rates for works carried out by EME/QSEs; p) Provision for an additional Lump Sum item will be made in the Preliminary and General Items for the tenderer to price for the management of EMEs/QSEs in terms of Appendix G of the Tender Document; q) Provision for an item is also made in the Summary of the BOQ for the mark up on the value of works carried out by EMEs/QSEs under this provision. This item will cover all other costs and profits on the value of this work (whether it be works, supply of goods or services, or labour only contracts); r) No other additional costs will be entertained as a result of these requirements. In addition, should EMEs/QSEs carry out any works measured under provisional / prime costs sums where the Contractor has had the opportunity to tender a mark-up on these provisional / prime cost sums, the Contractor will not be eligible to claim the mark up on the provisional / prime cost sum. The Contractor will however be entitled to the mark up tendered for works carried out by EMEs/QSEs; s) In addition, all unskilled and semi-skilled labour must be sourced from within the SLM boundaries; t) The following compulsory documents must be submitted with the tender (failure to submit will result in the Tenderer to be non-responsive and disqualified): 1. Valid Tax Clearance Certificate or Status Pin.

No	Clause	Wording
		2. B-BBEE Certificate original or certified (or a sworn affidavit as per the regulations set out in Department of Trade and Industry (DTI) Notice 931 of 2017 (Codes of Good Practice on Broad Based Black Economic Empowerment) 3. Audited Financial Statements for the last 3 financial years (only applicable to form of offers equal or greater than R10m) 4. CIDB Grading 5. CSD Report 6. Certified copies of Company Directors. 7. Completed MBD forms 1, 2, 4, 5, 6.1, 6.2, 8 and 9. 8. Company Registration Documents. 9. Municipal Statement of Rates, Billing Clearance not older than three months or Lease Agreements. 10. Form V: Certificate of Fronting Practices
29	5.17	The number of paper copies of the signed contract to be provided by the Employer is 1.
30	5.19	All requests shall be in writing.
ADDITIONAL CONDITIONS OF TENDER CLAUSES:		
Clause Number	Data	
3.7	Jurisdiction Unless stated otherwise in the tender data, each tenderer and the Employer undertake to accept the jurisdiction of the law courts of the Republic of South Africa.	

SAKHISIZWE LOCAL MUNICIPALITY

TENDER NO: SLM/SCM/76/2025/2026

CONSTRUCTION OF CALA SPORTS FIELD – PHASE 3

THE TENDER PART 2 (OF 2): RETURNABLE DOCUMENTS

T2.1 List of Returnable Documents

T2.2 Returnable Documents

Note to Tenderer:

The information contained on these forms, plus the supporting information, will be used in the first stages of the evaluation of the Tenders.

- 1. Returnable documents have been separated into the following categories:**
 - i) Forms, certificates and schedules for completion by the tenderer for use in the quantitative and qualitative evaluation of the tender (Forms SBD 1, A to R and T2.2R).**
 - ii) Forms, certificates and schedules for completion by the tenderer for use in the quantitative and qualitative evaluation of the tender and which will subsequently be incorporated into the contract (Forms SBD 2 to SBD 9).**
 - iii) A list of other returnable documents for completion by the tenderer which will subsequently be incorporated into the contract (Part C1.1, C1.2 and C2.2).**
- 2. Failure to fully complete the relevant returnable documents may render such a tender offer unresponsive.**
- 3. Tenderers shall note that their signatures appended to each returnable form represent a declaration that they vouch for the accuracy and correctness of the information provided, including the information provided by candidates proposed for the specified key positions.**

Notwithstanding any check or audit conducted by or on behalf of the Employer, the information provided in the returnable documents is accepted in good faith and as justification for entering a contract with a tenderer. If subsequently any information is found to be incorrect such discovery shall be taken as willful misrepresentation by that tenderer to induce the contract. In such event the Employer has the discretionary right under GCC 2015 Clause 9.2.1.3.8 to terminate the contract.

T2.1 List of Returnable Documents

1. Forms to be completed

FORM	DESCRIPTION	CHECKLIST
MBD 1	INVITATION TO TENDER	Y ☐ / N ☐
A.	CERTIFICATE OF ATTENDANCE AT COMPULSORY CLARIFICATION MEETING	Y ☐ / N ☐
B.	CERTIFICATE OF AUTHORITY FOR SIGNATORY	Y ☐ / N ☐
C.	SCHEDULE OF SPORTS FIELD CONSTRUCTION WORK CARRIED OUT BY THE TENDERER IN THE PAST 10 YEARS	Y ☐ / N ☐
D.	SCHEDULE OF CONSTRUCTIONAL PLANT	Y ☐ / N ☐
E.	SCHEDULE OF PROPOSED SUB-CONTRACTORS	Y ☐ / N ☐
F	CONTRACTOR'S ESTABLISHMENT ON SITE	Y ☐ / N ☐
G	NOTICES TO TENDERERS	Y ☐ / N ☐
H	JOINT VENTURE DISCLOSURE FORM	Y ☐ / N ☐
I	CONTRACTOR'S KEY PERSONNEL & DETAILED CV'S	Y ☐ / N ☐
J	DECLARATION - FULFILMENT OF THE CONSTRUCTION REGULATIONS - 2014 DEVELOPMENT BOARD	Y ☐ / N ☐
K	PROOF OF REGISTRATION WITH THE CONSTRUCTION INDUSTRY DEVELOPMENT BOARD	Y ☐ / N ☐
L	CERTIFICATE OF INSURANCE COVER	Y ☐ / N ☐
M	TENDERER'S FINANCIAL STANDING	Y ☐ / N ☐
N	SCHEDULE OF TENDERER'S LITIGATION HISTORY	Y ☐ / N ☐
O	SCHEDULE OF CURRENT COMMITMENTS	Y ☐ / N ☐
Q	PROOF OF REGISTRATION WITH CENTRALISED SUPPLIERS DATABASE	Y ☐ / N ☐
R	PAYMENT OF MUNICIPAL ACCOUNTS	Y ☐ / N ☐
S	PRELIMINARY PROGRAMME	Y ☐ / N ☐
T	HEALTH AND SAFETY INFORMATION	Y ☐ / N ☐
U	EXPERIENCE IN WORKING WITH EME/QSE SUBCONTRACTORS	Y ☐ / N ☐
V	CERTIFICATE OF FRONTING PRACTICES	Y ☐ / N ☐
T2.2R	COMPULSORY ENTERPRISE QUESTIONNAIRE	Y ☐ / N ☐
MBD 2	LETTERS OF GOOD STANDING	Y ☐ / N ☐
MBD 4	DECLARATION OF INTEREST	Y ☐ / N ☐
MBD 5	DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED)	Y ☐ / N ☐
MBD 6.1	PREFERENCE POINTS CLAIM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 – "SPECIFIC GOALS" (Form MBD 6.1) – <u>including</u> B-BBEE Certificate	Y ☐ / N ☐
MBD 6.2	DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS- INCORPORATING ANNEXURE C	Y ☐ / N ☐
MBD 8	DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES	Y ☐ / N ☐
MBD 9	CERTIFICATE OF INDEPENDENT TENDER DETERMINATION	Y ☐ / N ☐

THESE FORMS MUST BE COMPLETED USING BLACK INK

Where the space provided in the bound document is insufficient, separate schedules may be drawn up in accordance with the given formats. These schedules shall then be bound together with a suitable contents page and submitted with the tender documents. All such schedules must be signed and clearly marked as appendices to these relevant forms.

2. Other documents that will be incorporated into the Contract

- C1.1 Offer and Acceptance
- C1.2 Contract Data
- C2.2 Pricing Schedule
- Form V CERTIFICATE OF FRONTING PRACTICES
- Appendices
- Scope of Work

T2.2 RETURNABLE DOCUMENTS

MBD 1 : INVITATION TO BID AND TERMS AND CONDITIONS FOR BIDDING**PART A: INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE SAKHISIZWE LOCAL MUNICIPALITY					
BID NUMBER:	SLM/SCM/76/2025/2026	CLOSING DATE:	13 July 2026	CLOSING TIME:	12h00
DESCRIPTION	CONSTRUCTION OF CALA SPORTS FIELD – PHASE 3				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT: Tender Box at the Sakhisizwe Local Municipality, Mthatha Road, Cala,					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO		
CONTACT PERSON	Ms Y.Tofile		CONTACT PERSON	Mr C. Mkabile	
TELEPHONE NO	045 931 4016		TELEPHONE NO	047 877 5218	
FACSIMILE NO			FACSIMILE NO		
E-MAIL ADDRESS	ymtofile@sakhisizwe.gov.za		E-MAIL ADDRESS	camagwinimkabile@sakhisizwe.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		☐ Yes ☐ No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE (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?	☐ Yes ☐ No [IF YES, ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)				☐ Yes	☐ No
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				☐ Yes	☐ No
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				☐ Yes	☐ No
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				☐ Yes	☐ No
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				☐ Yes	☐ 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 BELOW.					

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 SUBJECTED TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, THE PREFERENTIAL PROCUREMENT REGULATIONS 2022, KKLM'S SUPPLY CHAIN MANAGEMENT POLICY, STANDARD AND SPECIAL CONDITIONS OF TENDER, GENERAL CONDITIONS OF CONTRACT (GCC 2015) AND ANY SPECIAL CONDITIONS OF CONTRACT, PROJECT SPECIFICATIONS, STANDARDISED SPECIFICATIONS, AND APPENDICES.										
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										
<table style="width: 100%; border: none;"> <tr> <td style="width: 70%;">3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?</td> <td style="width: 30%; text-align: right;">☐ YES ☐ NO</td> </tr> <tr> <td>3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?</td> <td style="text-align: right;">☐ YES ☐ NO</td> </tr> <tr> <td>3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?</td> <td style="text-align: right;">☐ YES ☐ NO</td> </tr> <tr> <td>3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?</td> <td style="text-align: right;">☐ YES ☐ NO</td> </tr> <tr> <td>3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?</td> <td style="text-align: right;">☐ YES ☐ NO</td> </tr> </table> 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.	3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO	3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO	3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO	3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO	3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ NO
3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO									
3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO									
3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO									
3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO									
3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ NO									

**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:

A: CERTIFICATE OF ATTENDANCE AT COMPULSORY CLARIFICATION MEETING

This is to certify that

..... (Tenderer)

of (address)

was represented by the person(s) named below at the compulsory meeting held for all tenderers at .

..... (location) on(date), starting at

We acknowledge that the purpose of the meeting was to acquaint ourselves with the site of the works and / or matters incidental to doing the work specified in the tender documents in order for us to take account of everything necessary when compiling our rates and prices included in the tender.

Particulars of person(s) attending the meeting:

Name Signature

Capacity

Name Signature

Capacity

Attendance of the above persons at the meeting is confirmed by the Employer's Agent, namely:

Name Signature

Capacity Date & Time

Signatory for companies shall confirm his/her authority thereto by attaching a duly signed and dated copy on the company letterhead of the relevant resolution of the board of directors to this form.

Failure to submit a duly signed resolution will render the tender non-responsive.

An example is given below:

“By resolution of the board of directors passed at a meeting held on

Mr/Ms, whose signature appears below, has been duly authorized

to sign all documents in connection with **TENDER NO: SLM/SCM/76/2025/2026** and any Contract that may arise therefrom on behalf of

(name of Tenderer in block capitals)

SIGNED ON BEHALF OF THE COMPANY:

IN HIS/HER CAPACITY AS:

DATE:

SIGNATURE OF SIGNATORY:

WITNESSES:

1.

2.

C: SCHEDULE OF SIMILAR CONSTRUCTION WORK CARRIED OUT BY THE TENDERER IN THE PAST 10 YEARS

The tenderer must insert in the spaces provided below a complete list of similar general roads construction contracts successfully completed by him. This information shall be deemed to be material to the adjudication of the Contract. **Copies of signed completion certificate and appointment letter**, reflecting the value and scope of the project, from the client must be attached, and failure to provide the required information shall result in a zero score being applied.

YEAR COMPLETED													
VALUE OF WORK (incl VAT)													
NATURE OF WORK													
CONSULTING ENGINEER (NAME & TEL NO)													
EMPLOYER (NAME & TEL NO)													

Signed

Date

Name

Position

Tenderer

--

The tenderer must state below which construction plant of his own will be available to the project and which construction plant will be hired. This information shall be material to the adjudication of the Contract.

a) CONTRACTOR'S OWN PLANT (Attach Proof of Ownership)

DESCRIPTION, SIZE, CAPACITY	DESCRIPTION/SIZE/CAPACITY	YEAR MODEL
<u>TLB</u> (1 required)		
1)		
<u>Motor Grader</u> (1 required)		
1)		
<u>4 ton Crane Truck</u> (1 required)		
1)		
<u>20-ton Excavator</u> (1 required)		
1)		
<u>Pneumatic roller (15t)</u> (1 required)		
1)		

Signed

Date

Name

Position

Tenderer

b) CONSTRUCTIONAL PLANT TO BE HIRED

A letter of intent from a Plant hire company registered with the CPHA (which guarantees the plant is available) shall be attached to this page indicating what construction plant will be hired for the full duration of the project. Certified copies of registration papers must be attached either in the company name with the letter of intent showing the list of plant to be leased signed by the Plant owner.

DESCRIPTION, SIZE, CAPACITY	DESCRIPTION/SIZE/CAPACITY	YEAR MODEL
<u>TLB</u> (1 required)		
1)		
<u>Motor Grader</u> (1 required)		
1)		
<u>4 ton Crane Truck</u> (1 required)		
1)		
<u>20-ton Excavator</u> (1 required)		
1)		
<u>Pneumatic roller (15t)</u> (1 required)		
1)		

Signed

Date

Name

Position

Tenderer

E: SCHEDULE OF PROPOSED SUBCONTRACTORS

The following firms have been identified as possible subcontractors for work in this contract. These sub-contractors do not include the contractual EME/QSE requirements of 17% of the Contract Value.

No.	Name and Address of Proposed Subcontractor	Nature and Extent of Work	Previous Experience with Subcontractor
1.			
2.			
3.			
4.			
5.			
6.			
7.			

Signed

Name

Tenderer

Date

Position

Should the combined, extended total tender for :

- Section 1 - Fixed Charge and Value Related Items
- Section 2 - Time-Related Items **(Excluding Prime Costs / Provisional Sums)**

exceed a maximum of **20%** of the tender sum (excluding VAT), the Tenderer shall clearly set out his reasons for tendering in this manner in a letter attached to this page.

In the event of there being any rate or rates which are declared to be unacceptable by the Employer for reasons which the Employer will indicate, the Tenderer will be requested -

- (a) to justify any specific rate or rates, i.e. to give a financial breakdown of how such rate or rates were obtained,
- (b) and subsequently to consider amending and adjusting such rate or rates while retaining the tender sum derived under (a) unchanged and fixed. It must be understood that in the event of the Tenderer refusing to adjust any rate or rates to the satisfaction of the Employer, such refusal may prejudice his tender.

Total tender for Sections 1 & 2 expressed as a percentage of the tender sum (excluding VAT).. . . .%
[This percentage is to be carried forward to the Contract Data (Part 2)]

Signed Date
Name Position
Tenderer

In submitting my/our tender, the tender sum given in my/our tender form has been based on the following Notice(s) to Tenderers. Signed copies of all Notices to Tenderers are to be attached to this page.

NOTICE NO.	SUBJECT MATTER OF NOTICE

Signed

Date

Name

Position

Tenderer

Tenderers submitting tenders as a joint venture are to attach a signed copy of the Joint Venture Agreement or, if a Joint Venture Agreement has not yet been formalized, then the Tenderer is to attach a Letter of Intent of a Joint Venture Agreement, signed by all parties involved in the Joint Venture Agreement. Should the Joint Venture wish to claim B-BBEE points, then a consolidated B-BBEE Scorecard for the Joint Venture partnership is to be attached to completed **Form MBD 6.1**.

Signed

Date

Name

Position

Tenderer

The Tenderer must state below the key management staff **who are permanently employed by the Tenderer** and who are intended for use on this contract. Relevant detailed CV's indicating their previous experience **must be attached as per functionality requirements under item No 22 section T1**. This information shall be material to the adjudication of the Tender (**only for those required for functionality scoring**).

NB: attach signed CV by an employee and less than (6) six Months Certified Copies of Qualification including Grade 12 certificate to Claim Points

POSITION	NAME	SIMILAR RELATED EXPERIENCE (YRS)
<u>Contracts Manager</u> (not for functionality scoring)		
<u>Construction Manager ("site agent")</u> (for functionality scoring)		
<u>Site Foreman</u> (for functionality scoring)		
<u>EME/QSE Manager</u> (not for functionality scoring)		
<u>Safety Officer</u> (for functionality scoring) (Note, safety officer must be registered with SACPCMP in terms of the requirements of the Construction Regulations 2014)		

Note: Points will only be allocated to the **Key Personnel** (required for functionality scoring) who meet the requirements as indicated in the Tender Data. Where applicable certified copies (not older than 6 months) of qualifications and registrations must be attached, or no points will be awarded. CVs with applicable copies of qualifications and registrations must also be submitted for other Key Personnel not forming part of the functionality scoring but required for the actual contract.

Signed Date

Name Position

Tenderer

In terms of regulation 4(3) of the Construction Regulations, 2014 (hereinafter referred to as the Regulations), promulgated in 2014 in terms of Section 43 of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) the Employer shall not appoint a contractor to perform construction work unless the Contractor can satisfy the Employer that his/her firm has the necessary competencies and resources to carry out the work safely and has allowed adequately in his/her tender for the due fulfillment of all the applicable requirements of the Act and the Regulations.

Definition of a Competent Person:

“Competent person” means any person having the knowledge, training, experience and qualifications specific to the work or task being performed: Provided that where appropriate qualifications and training are registered in terms of the provisions of the National Qualifications Framework Act, 2008 (Act No. 67 of 2008), these qualifications and training shall be deemed to be the required qualifications and training;

Tenderers shall answer the questions below:

- 1 I confirm that I am fully conversant with the Regulations and that my company has (or will acquire/procure) the necessary competencies and resources to timeously, safely and successfully comply with all of the requirements of the Regulations. (Tick)

YES	
NO	

Signature : : Name :

- 2 Indicate which approach shall be employed to achieve compliance with the Regulations (Tick)

Own resources, competent in terms of the Regulations (refer to 3 below)	
Own resources, still to be hired and/or trained (until competency is achieved)	
Specialist subcontract resources (competent) – specify:	

- 3 Provide details of proposed key persons, competent in terms of the Regulations, who will form part of the Contract team as specified in the Regulations (CVs to be attached):

.....

.....

.....

.....

4 Provide details of proposed training (if any) that will be undergone:

.....

.....

.....

5 List potential key risks identified and measures for addressing risks:

See the Preliminary Hazard Identification and Risk Assessment contained in the attached Health and Safety Specifications.

6 I have fully included in my tender rates and prices (in the appropriate payment items provided in the Bill of Quantities) for all resources, actions, training and any other costs required for the due fulfillment of the Regulations for the duration of the construction and defects repair period.
(Tick)

YES	
NO	

Signature : Name :

SIGNATURE OF PERSON AUTHORISED TO SIGN THIS TENDER:

..... ID NO:

**K : PROOF OF REGISTRATION WITH THE CONSTRUCTION INDUSTRY
DEVELOPMENT BOARD**

Tenderers must attach to this page, a recent printout of proof from the CIDB website verifying their valid CIDB registration (in the case of Joint Ventures, proof must be provided for each partner).

Signed

Date

Name

Position

Tenderer

L: CERTIFICATE OF INSURANCE COVER**Note to tenderer:**

In the event of the tenderer to be a joint venture / consortium the details of the individual members must also be provided.

The tenderer shall provide the following details of this insurance cover:

- i) Name of Tenderer:
- ii) Period of Validity:
- iii) Value of Insurance:
 - Insurance for Works and Contractor's Equipment
 - Company:
 - Value:
 - Insurance for Contractor's Personnel
 - Company:
 - Value:
 - General public liability
 - Company:
 - Value:
 - SASRIA
 - Company:
 - Value:

Signed

Date

Name

Position

Tenderer

M: TENDERER'S FINANCIAL STANDING**Notes to tenderer:**

1. This shall mean access to a financial facility, to be used as working capital, until such time that the first milestones can be created to warrant a claim from the Employer. This can either be in cash on the Bank Account of the company or pre-approved credit facility by Registered Financial Institution. Original letter from the Bank or Financial Institution, confirming Bank balance or approved credit facility must be attached. The Employer reserves the right to request for this information at the award of contract.
2. The tenderer shall attach to this form a letter from the bank at which he declares he conducts his account. The contents of the bank's letter must state the credit rating that it, in addition to the information required below, accords to the tenderer for the business envisaged by this tender. Failure to provide the required letter with the tender submission may render the tenderer's offer unresponsive in terms of tender condition Clause 5.8.
3. The tenderer's banking details as they appear below shall be completed.
4. In the event that the tenderer is a joint venture enterprise, details of all the members of the joint venture shall be similarly provided and attached to this form.
5. The tenderer shall also provide and attach hereto, certified copies of the tenderer's last three (3) years audited financial records, failure to do so will invalidate the tender.
6. The SLM reserves the right to request additional clarifying information as required.

The tenderer shall provide the following:

- i) Name of Account Holder:.....
- ii) Account Number:.....
- iii) Bank name:
- iv) Branch Number:
- v) Bank and branch contact details.....
.....

Signed

Date

Name

Position

Tenderer

N: SCHEDULE OF TENDERER'S LITIGATION HISTORY**Note to tenderer:**

The tenderer shall list below details of any litigation with which the tenderer (including its directors, shareholders or other senior members in previous companies) has been involved with any organ of state or state department within the last ten years. The details must include the year, the litigating parties, the subject matter of the dispute, the value of any award or estimated award if the litigation is current and in whose favor the award, if any, was made.

Employer	Other litigating party	Dispute	Award value	Date resolved

Signed

Date

Name

Position

Tenderer

O: SCHEDULE OF CURRENT COMMITMENTS**Notes to tenderer:**

1. The tenderer shall list below all contracts currently under construction or awarded and about to commence and tenders for which offers have been submitted but awards not yet made.
2. In the event of a joint venture enterprise, details of all the members of the joint venture shall similarly be attached to this form.
3. The lists must be restricted to not more than 20 contracts and 20 tenders. If a tenderer's actual commitments or potential commitments are greater than 20 each, those listed should be in descending order of expected final contract value or sum tendered.

Table 1: CONTRACTS AWARDED				
Employer	Project	Expected total value of contract (incl. VAT)	Duration (Months)	Expected completion date

Table 2: TENDERS NOT YET AWARDED				
Employer	Project	Sum Tendered (incl. VAT)	Tendered Duration (Months)	Expected commencement

Signed

Date

Name

Position

Tenderer

Q : PROOF OF REGISTRATION WITH THE CENTRALISED SUPPLIERS DATABASE

Tenderers must attach to this page, proof of registration with the Centralised Suppliers Database of National Treasury. (In the case of Joint Ventures, proof must be provided for each partner).

Signed

Date

Name

Position

Tenderer

R : PAYMENT OF MUNICIPAL ACCOUNTS

An original valid Municipal Billing Clearance Certificate issued by the SLM. If the tenderer is based outside the SLM, a Rates Clearance Certificate from the municipality where the tenderer is based must be submitted.

The tenderer is referred to in the added Clause 4.24 of the Conditions of tender:

Accept that no contract will be awarded to a tenderer who is in arrears for more than three months (or who fails to make suitable arrangements to settle the arrears) in respect of municipal rates and other charges due to any municipality. If the tender amount is expected to be more than R10million the period for arrears is reduced to one month.

Signed

Date

Name

Position

Tenderer

S : PRELIMINARY PROGRAMME

The Tenderer shall detail below or attach a preliminary programme reflecting the proposed sequence and tempo of execution of the various activities comprising the work for this Project for all works covered in the scope of works and bills of quantities. The programme shall be in accordance with the information supplied in the Tender Document, requirements of the Project Specifications and with all other aspects of his Tender.

PROGRAMME														
ACTIVITY	WEEKS / MONTHS													

Note:
The programme must be based on the completion time as specified in the Contract Data. No other completion time indicated on this programme will be regarded as an alternative offer.

SignedDate

NamePosition

Tenderer

T : HEALTH AND SAFETY INFORMATION

At Tender stage, the Tenderer will be required to submit the following information to support their understanding of health and safety issues on the project and competencies required to meet the requirements of Occupational Health and Safety Act 1993, Construction Regulations 2014, and Employer's Health and Safety Specification – Appendix B;

- ❖ Brief overview of the Health and Safety Requirements in terms of the above documentation
- ❖ Brief overview of the risks identified for the project
- ❖ Index page / table of contents for the Health and Safety Plan
- ❖ At least one copy of minutes of previous Occupational Health and Safety Committee meetings
- ❖ Incident Investigation Reports for other projects of a similar nature undertaken by the tenderer
- ❖ Claims ratio receipt from FEM or the Compensation Commissioner for the previous review period

Failure to submit the abovementioned documentation could result in the Tender being regarded as non-responsive.

Signed

Date

Name

Position

Tenderer

U : EXPERIENCE IN WORKING WITH EME/QSE SUBCONTRACTORS

Tenderers must provide proof of their successful experience in working with EMEs (within the last 10 years) that have been allocated by a Local Municipality and/or Public Institution.

A verification letter from the Employer and/or a letter from the Employers Agent (Consultant) indicating the project title, locality, completion date (within the last 10 years), value, number and grading of the EMEs/SMME utilized on the project, is required as tabled below:

While this portfolio of evidence does not contribute to the functionality scoring for the tender, it will impact on the Employer's risk in terms of Tender Data Sub-clause 23: Risk. Incomplete or inadequate experience could prejudice the tenderers.

Project Title	Employer	Project Value	No. of EME/QSE	Grading of EME/QSE

Signed

Date

Name

Position

Tenderer

V : CERTIFICATE OF FRONTING PRACTICES
--

Fronting Practices

Window-dressing: This includes cases in which black people are appointed or introduced to an enterprise on the basis of tokenism and may be:

- Discouraged or inhibited from substantially participating in the core activities of an enterprise; and
- Discouraged or inhibited from substantially participating in the stated areas and/or levels of their participation;

Benefit Diversion: This includes initiatives implemented where the economic benefits received as a result of the B-BBEE Status of an enterprise do not flow to black people in the ratio as specified in the relevant legal documentation.

Opportunistic Intermediaries: This includes enterprises that have concluded agreements with other enterprises with a view to leveraging the opportunistic intermediary's favorable B-BBEE status in circumstances where the agreement involves:

- Significant limitations or restrictions upon the identity of the opportunistic intermediary's suppliers, service providers, clients or customers;
- The maintenance of their business operations in a context reasonably considered improbable having regard to resources; and
- Terms and conditions that are not negotiated at arms-length on a fair and reasonable basis.

Responsibility to Report Fronting

In order to effectively deal with the scourge of Fronting, verification agencies, and/or procurement officers and relevant decision makers are encouraged to obtain a signed declaration from the clients or entities that they verify or provide business opportunities to, which states that the client or entity understands and accepts that the verification agency, procurement officer or relevant decision maker may report Fronting practices to **the dti**. Intentional misrepresentation by measured entities may constitute fraudulent practices, public officials and verification agencies are to report such cases to **the dti**.

Fronting Indicators

• The black people identified by an enterprise as its shareholders, executives or management are unaware or uncertain of their role within an enterprise;
• The black people identified by an enterprise as its shareholders, executives or management have roles of responsibility that differ significantly from those of their non-black peers;
• The black people who serve in executive or management positions in an enterprise are paid significantly lower than the market norm, unless all executives or management of an enterprise are paid at a similar level;
• There is no significant indication of active participation by black people identified as top management at strategic decision making level;
• An enterprise only conducts peripheral functions and does not perform the core functions reasonably expected of other, similar, enterprises;
• An enterprise relies on a third-party to conduct most core functions normally conducted by enterprises similar to it;
• An enterprise cannot operate independently without a third-party, because of contractual obligations or the lack of technical or operational competence;
• The enterprise displays evidence of circumvention or attempted circumvention;

• An enterprise buys goods or services at a significantly different rate than the market from a related person or shareholder;
• An enterprise obtains loans, not linked to the good faith share purchases or enterprise development initiatives, from a related person at an excessive rate; and
• An enterprise shares all premises and infrastructure with a related person, or with a shareholder with no B-BBEE status or a third-party operating in the same industry where the cost of such premises and infrastructure is disproportionate to market-related costs.

DECLARATION

I, the undersigned, in submitting the accompanying tender on behalf of the tenderer do hereby make the following statements that I certify to be true and complete in every respect:

1. I have read and understand the contents of this certificate.
2. I accept that the Employer may report fronting practices to the Department of Trade and Industry.
3. I accept that intentional misrepresentation by measured entities may constitute fraudulent practices that shall be reported to the Department of Trade and Industry.

SIGNATURE:

DATE:

NAME:

POSITION:

The following particulars must be furnished. In the case of a joint venture, separate enterprise questionnaires in respect of each partner must be completed and submitted.

Section 1: Name of enterprise:

Section 2: VAT registration number, if any:

Section 3: CIDB registration number, if any:

Section 4: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal income tax number*

* Complete only if sole proprietor or partnership and attach separate page if more than 3 partners

Section 5: Particulars of companies and close corporations

Company registration number

Close corporation number

Tax reference number

Section 6: Record of service of the state

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

- | | |
|--|---|
| ☐ a member of any municipal council | ☐ an employee of any provincial department, national or provincial public entity or constitution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) |
| ☐ a member of any provincial legislature | ☐ a member of an accounting authority of any national or provincial public entity |
| ☐ a member of the National Assembly or the National Council of Province | ☐ an employee of Parliament or a provincial legislature |
| ☐ a member of the board of directors of any municipal entity | |
| ☐ an official of any municipality or municipal entity | |

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

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

*Insert separate page if necessary

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

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

- | | |
|--|---|
| ☐ a member of any municipal council | ☐ an employee of any provincial department, national or provincial public entity or constitution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) |
| ☐ a member of any provincial legislature | ☐ a member of an accounting authority of any national or provincial public entity |
| ☐ a member of the National Assembly or the National Council of Province | ☐ an employee of Parliament or a provincial legislature |
| ☐ a member of the board of directors of any municipal entity | |
| ☐ an official of any municipality or municipal entity | |

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

*Insert separate page if necessary

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

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

Signed _____

Date _____

Name _____

Position _____

Enterprise name _____

* The schedule should be used where tenders are subject to the Local Government: Municipal Finance Management Act.

FORM T2.2R:

COMPULSORY

Section 1: Name of enterprise:

Section 2: VAT registration number, if any:

Section 3: CIDB registration number, if any:

Section 4: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal income tax number*

* Complete only if sole proprietor or partnership and attach separate page if more than 3 partners

Section 5: Particulars of companies and close corporations

Company registration number

Close corporation number

Tax reference number

Section 6: Record of service of the state

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

- | | |
|--|---|
| ☐ a member of any municipal council | ☐ an employee of any provincial department, national or provincial public entity or constitution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) |
| ☐ a member of any provincial legislature | ☐ a member of an accounting authority of any national or provincial public entity |
| ☐ a member of the National Assembly or the National Council of Province | ☐ an employee of Parliament or a provincial legislature |
| ☐ a member of the board of directors of any municipal entity | |
| ☐ an official of any municipality or municipal entity | |

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

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

*Insert separate page if necessary

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

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

- | | |
|--|---|
| ☐ a member of any municipal council | ☐ an employee of any provincial department, national or provincial public entity or constitution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) |
| ☐ a member of any provincial legislature | ☐ a member of an accounting authority of any national or provincial public entity |
| ☐ a member of the National Assembly or the National Council of Province | ☐ an employee of Parliament or a provincial legislature |
| ☐ a member of the board of directors of any municipal entity | |
| ☐ an official of any municipality or municipal entity | |

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

*Insert separate page if necessary

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

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

Signed _____

Date _____

Name _____

Position _____

Enterprise name _____

* The schedule should be used where tenders are subject to the Local Government: Municipal Finance Management Act

MBD 2 : LETTERS OF GOOD STANDING (INCORPORATING MBD 2)
--

1. Tenderers are required to be registered for VAT and must submit an original **SARS Tax Clearance Certificate** with their Tender in order to be considered or provide their unique PIN number for their Tax Compliance Status to be viewed online by authorized third parties in terms of the enhanced Tax Compliance Status System introduced by the South African Revenue Service (SARS) from 18th April 2016.
2. In tenders where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit an original SARS Tax Clearance Certificate or PIN number as per 1 above.
3. Tenderers are required to submit a valid, original **Letter of Good Standing from the Compensation Commissioner or FEMA.**
4. **Failure to submit a valid SARS Tax Clearance Certificate or provide a valid verifiable PIN number confirming their compliance status will render the Tender nonresponsive.**

CHECKLIST	
SARS Tax Clearance Certificate	Y ☐ / N ☐

Signed Date

Name Position

Tenderer

MBD 4 : DECLARATION OF INTEREST

MBD 4

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, shareholder²):.....

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 constitution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);

(e) a member of the accounting authority of any national or provincial public entity; or

(f) an employee of Parliament or 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**

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,
principle shareholders or stakeholders in 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, principle shareholders or stakeholders
in 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:

.....

.....

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

Full Name	Identity Number	State Employee Number

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

MBD 5 : DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED)

For all procurement expected to exceed R10 million (all applicable taxes included), bidders must complete the following questionnaire:

1 Are you by law required to prepare annual financial statements for auditing?

1.1 If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.

*YES/ NO

.....
.....

2 Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days?

2.1 If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards any municipality for more than three months or other service provider in respect of which payment is overdue for more than 30 days.

2.2 If yes, provide particulars.

.....
.....
.....
.....

* Delete if not applicable

*YES/ NO

3 Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract?

3.1 If yes, furnish particulars

.....
.....

***YES / NO**

4. Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic? ***YES / NO**

- 4.1 If yes, furnish particulars

.....
.....

CERTIFICATION

I, THE UNDERSIGNED (NAME)

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT.

I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

MBD 6.1: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 - “SPECIFIC GOALS”

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 – “SPECIFIC GOALS”
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

- 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:

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

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:

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

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

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;
 - (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:	.....
	
	
	

MBD 6.2 : DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

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 South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2022 make provision “specific goals” to be included as part of procurement documentation. For the purposes of this Tender and as detailed in the Tender Data, the promotion of local production and content is a “specific goal” of this Tender.
- 1.2. 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.
- 1.3. The local content (LC) expressed 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 South African Reserve Bank (SARB) on the date of advertisement of the bid as indicated in paragraph 3.1 below.

The SABS approved technical specification number SATS 1286:2011 is accessible on [http://www.thedti.gov.za/industrial development/ip.jsp](http://www.thedti.gov.za/industrial%20development/ip.jsp) at no cost.

- 1.4. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;

2. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
_____	_____ %
_____	_____ %
_____	_____ %

3. Does any portion of the goods or services offered have any imported content?

(Tick applicable box)

YES		NO	
-----	--	----	--

- 3.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on www.resbank.co.za

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

4. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the AO/AA provide directives in this regard.

LOCAL CONTENT DECLARATION
(REFER TO ANNEX B OF SATS 1286:2011)

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

IN RESPECT OF BID NO.

ISSUED BY: (Procurement Authority / Name of Institution):

.....
NB

- 1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on http://www.thedti.gov.za/industrial_development/ip.jsp. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

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:
 - (i) 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 1286:2011; and
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.

The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E.

- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (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 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 9 of the Preferential Procurement Regulations, 2022 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

Local Content Declaration - Summary Schedule

GBP

Note: VAT to be excluded from all calculations

Signature of tenderer from Annex B			
Date:			
(C20) Total tender value		(C21) Total Exempt imported content	
(C22) Total Tender value net of exempt imported content		(C23) Total Imported content	
		(C24) Total local content	
		(C25) Average local content % of tender	

Date: _____

MBD 8 : DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Municipal Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be rejected if that bidder, or any of its directors have:
 - a. abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
 - b. been convicted for fraud or corruption during the past five years;
 - c. 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 of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
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)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
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 ☐	No ☐

4.3.1	If so, furnish particulars:		
Item	Question	Yes	No
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 ☐	No ☐
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 ☐	No ☐
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

- 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:

(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;
- (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

SAKHISIZWE LOCAL MUNICIPALITY

CONTRACT NO: SLM/SCM/76/2025/2026

CONSTRUCTION OF CALA SPORTS FIELD – PHASE 3

CONTRACT

PART 1 (OF 4): AGREEMENTS AND CONTRACT DATA

- C1.1 Forms of Offer and Acceptance**
- C1.2 Contract Data**
- C1.3 Proforma Guarantee**
- C1.4 Occupational Health and Safety Mandatory Agreement**
- C1.5 Disclosure Statement**
- C1.6 Adjudication Board Member Agreement**
- C1.7 Confirmation of Receipt of Contract**

SAKHISIZWE LOCAL MUNICIPALITY

CONTRACT NO: SLM/SCM/76/2025/2026

CONSTRUCTION OF CALA SPORTS FIELD – PHASE 3

C1.1-1 : FORM OF OFFER AND ACCEPTANCE

1 OFFER

The Employer, identified in the acceptance signature block, has solicited offers to enter into a Contract for the procurement of:

CONTRACT No.: SLM/SCM/76/2025/2026

CONSTRUCTION OF CALA SPORTS FIELD – PHASE 3

The Tenderer, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the tender schedules, and by submitting this offer has accepted the tender conditions.

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

The offered total of the prices inclusive of Value-Added Tax is

.....
.....
..... **Rand (in words); 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 Form of Offer and Acceptance 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 terms of the Conditions of Contract identified in the Contract Data.

OFFER SIGNATURE BLOCK

Signature(s)	.....	.....
Name(s)	.....	.....
Capacity	.....	.....
for the Tenderer	.....	
	(Name and address of organization)	
Name and signature of witness	.....	Date

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 : Agreements and Contract Data (which includes this Agreement)

Part C2 : Pricing Data

Part C3 : Scope of Work

Part C4 : Site Information

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

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

The tenderer shall, within two weeks after receiving a completed copy of this agreement including the schedule of deviation (if any), contact the Employer's Agent (whose details are given in the contract data) to arrange the delivery of any bonds, guarantees, proof 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 the 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 copy of this Form of Offer and Acceptance or a Letter of Award from the Employer, including the Schedule of Deviations (if any). Unless the tenderer (now Contractor), within five (5) working days of the date of such receipt, notifies the Employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

ACCEPTANCE SIGNATURE BLOCK

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CONSTRUCTION OF CALA SPORTS FIELD – PHASE 3

Signature(s)

Name(s)

Capacity

for the **Employer:** **Sakhisizwe Local Municipality**
 Mthatha Road, Cala

Name and signature
of witness Date

3 SCHEDULE OF DEVIATIONS

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CONSTRUCTION OF CALA SPORTS FIELD – PHASE 3

Notes:

1. The extent of deviations from the tender documents issued by the employer before the tender closing date is limited to those permitted in terms of the tender conditions.
2. Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents, and which it is agreed by the parties becomes an obligation of the contract, shall also be recorded here.
3. Any change or addition to the tender documents arising from the above agreements and recorded here, shall also be incorporated into the final draft of the contract.

A tenderer's covering letter shall not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid, be the subject of agreements reached during the process of offer and acceptance, the outcome of such agreement shall be recorded here.

1. Subject
Details
2. Subject
Details
3. Subject
Details
4. Subject
Details
5. Subject
Details

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

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

SAKHISIZWE LOCAL MUNICIPALITY

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CONSTRUCTION OF CALA SPORTS FIELD – PHASE 3

C1.2: CONTRACT DATA (PART 1)		
PART 1 : DATA PROVIDED BY THE EMPLOYER		
CONDITIONS OF CONTRACT		
The General Conditions of Contract for Construction Works (Third Edition 2015) [hereinafter referred to as GCC2015, published by the South African Institution of Civil Engineering (SAICE) are applicable to this contract.		
CONTRACT SPECIFIC DATA		
The following contract specific data, amendments, additions, or omissions are applicable to this Contract.		
No.	Clause	Description
1	1.1.1.5	Replace this clause with: “The Commencement Date shall be the date of signature of the Form of Acceptance by the Employer or 5 days after the Contractor receives the Letter of Award from the Employer whichever comes first”.
2	1.1.1.13	The Defects Liability Period is 12 months .
3	1.1.1.14	The time for achieving practical completion of the whole of the Works is 8 months including all non-working and special non-working days as stipulated in clause 5.8.1. All Synthetic Running Track Works in terms of SANS 1200 MH must be completed within 8 months including all non-working and special non-working days as stipulated in clause 5.8.1.
4	1.1.1.15	The Employer is SAKHISIZWE LOCAL MUNICIPALITY
5	1.1.1.16	The Employers Agent is Masilakhe Consulting represented by an employee duly authorised to do so . Add the following to the clause: Any reference to the term “Engineer” in this Contract shall mean “Employer’s Agent” and vice versa.
6	1.1.1.26	The Pricing Strategy is a Re-measurement Contract .
7	1.1.1.28	Add to the end of this sub-clause; (See Appendix G for a detailed breakdown) Contract Participation Goals; u) The tender/contract is subject to the PPPFA Regulations of 2022 and the requirements of the Sakhisizwe Local Municipality’s Supply Chain Management Policy . It is an express condition of this contract that a minimum of 30% of the total project value must be directed towards poverty alleviation initiatives aimed at uplifting economically disadvantaged communities within the Sakhisizwe Local Municipality (SLM) . This commitment includes: Employment creation: Prioritizing the hiring of unskilled and semi-skilled labour from designated disadvantaged wards within SLM.

No.	Clause	Description
		• Local procurement: Sourcing materials, goods, and services from small-scale local suppliers to stimulate township and rural economies. • Plant hire: Engaging local plant hire businesses within SLM to retain economic benefits within the community. • Skills development & training: Providing on-site capacity-building programs, apprenticeships, and vocational training to enhance employability and long-term job sustainability. • Social inclusion: Allocating employment opportunities to military veterans, youth, women, and people with disabilities, particularly in roles such as Occupational Health & Safety (OHS) and site support services. Contractors are required to adhere to these poverty alleviation targets, ensuring that employment, training, and economic participation benefits directly support vulnerable groups and contribute to sustainable livelihoods. Non-compliance with these targets will result in contractual penalties, as stipulated in the contract. Furthermore: • All unskilled and semi-skilled labour must be sourced exclusively from within SLM boundaries. • A portion of the work must be subcontracted to local businesses, including EMEs/QSEs registered as CE1s and CE2s where relevant, to further support small business growth in disadvantaged areas. • Local content requirements remain mandatory, ensuring that materials and services are sourced locally to maximize economic impact. These commitments form part of the “specific goals” as per Section 2(1)(d) of the Act, emphasizing poverty alleviation, job creation, and inclusive economic participation within the municipality. In the subcontract agreement, the successful tenderer is to clearly state the scope of the work to be subcontracted in each specific package identified by the successful tenderer. The sub-contract agreement must be in the form published by SAFCEC or the GCC of Sub-contract for Construction Works 2018 and in line with the terms and conditions of the main contract. A copy of the sub-contract agreement must be submitted to the Employer’s Agent prior to finalising the agreement with the sub-contractor. Any unfair sub-contracting practices will not be permitted.
		The successful tenderer will only be informed after the award of the selected EMEs/QSEs provided by the Local Municipality. Packages must be negotiated with the EMEs/QSEs and any variance in the tendered rates and EME/QSE rates must be absorbed by the Contractor. This provision is to avoid the Contractor tendering unrealistically low rates for works carried out by EME/QSEs. Provision for an additional Lump Sum item will be made in the Preliminary and General Items for the tenderer to price for the management of EMEs/QSEs in terms of Appendix G of the Tender Document. Provision for an item is also made in the Summary of the BOQ for the mark up on the value of works carried out by EMEs/QSEs under this provision. This item will cover all other costs and profits on the value of this work (whether it be works, supply of goods or services, or labour only contracts). No other additional costs will be entertained as a result of these requirements. In addition, should EMEs/QSEs carry out any works measured under provisional / prime costs sums where the Contractor has had the opportunity to tender a mark-up on these provisional / prime cost sums, the Contractor will not be eligible to claim the mark up on the provisional / prime cost sum. The Contractor will however be entitled to the mark up tendered for works carried out by EMEs/QSEs.

No.	Clause	Description
		Local Labour It is a requirement of the contract that all non-essential labour (unskilled and semi-skilled) be sourced locally (within the SLM) unless specific approval is granted in writing by the Employer's Agent. The Contractor will be responsible for liaising with the SLM to obtain a copy of the unemployment list. Appointment of Local Labour shall be carried out in terms of Government Gazette 18491 of 5 December 1997 as amended. Employment contracts shall be entered into with all employees. Copies of these contracts shall be made available to the Employer's Agent on request. It is the Contractor's responsibility to liaise with the SLM in sourcing and appointing labour. No additional costs will be entertained as a result of the failure of the Contractor to follow necessary protocol and keep all stakeholders informed through the life cycle of the resource management process. Cost for sourcing, selecting, managing and payment of labour and all EPWP reporting requirements is included in the Contractor's rates for various items of work. Penalties for non-compliance of EME/QSE and Local Labour Targets are included in sub-clauses 5.13.5 and 5.13.6 below.
8	1.1.1.31	Add to the end of this Clause "For the purposes of this Contract and to facilitate the issuing of Assignments under Contract Data sub-clause 7 above, Assignments will be issued under a Supplementary Agreement. As specified in Contract Data sub-clause 6 above, no claims will be entertained resulting from the implementation of this condition of Contract".
9	1.1.1.34	Replace this clause with: "writing" means any hand-written, typed or printed communication (comprising words, figures or drawings). This includes facsimiles and electronic communication (email only) which results in a permanent record. Any other electronic platforms will not be acceptable as electronic communication. Contractual notices and submissions must be issued under official company letter heads of contracting parties and signed by the representative duly authorised to sign such notices and submissions.
10	1.2.1.2	The Employer's address for receipt of communications and notices is: Telephone: 047 877 5218 E-mail : camagwinimkabile@sakhisizwe.gov.za Address (Physical): Mr. C. Mkabile Mthatha Road, Cala,
11	1.2.1.2	The Employer's Agent's address for receipt of communications and notices is: Telephone: 043 722 3340 E-mail : asanda@masilakhe.co.za Address (Physical): Mr. A. Zilwa 47 St. James Road Southernwood East London, 5201
12	1.3.7	Add the following as 1.3.7 "The Contractor hereby indemnifies the Employer against any action, claim, damages or legal cost that may be instituted against the Employer on the grounds of an alleged

No.	Clause	Description
		infringement of any copyright or any other intellectual property right in connection with the Works outlined in this Contract.”
13	1.3.8	Add the following as 1.3.8 “All information, documents, recommendations, programmes and reports collected or compiled must be regarded as confidential and may not be communicated or made available to any person outside the Employer’s service and may not be published either during the currency of this Contract or after termination thereof without the prior written consent of the Employer.”
14	2.4.1	Add the following: “In the event of any ambiguity, conflict or discrepancy between the various contract documents, lists and schedules, the order of precedence (from highest to lowest) shall be as follows: 1. Form of Offer and Acceptance and Schedule of Deviations 2. Contract Data 3. General Conditions of Contract (2015) 4. Project Specifications 5. Construction Drawings 6. SANS 1200 Standardization Specifications for Civil Engineering Construction 7. Bills of Quantities”
15	3.2.3	The Employers Agent shall obtain specific approval from the Employer before executing any of his functions or duties according to the following Clauses of the General Condition of Contract: Existing Clauses: 3.2.1 Nomination of person as Employers Agents Representative. 4.7 The issuing of instructions for dealing with fossils and the like 5.7.2 Work at night as well as by day. 5.8 Non-working times. 5.12 Ruling in terms of Clause 10.1.5 on claims submitted by the Contractor, with the exception of claims relating to Clause 5.12.2.2 (Abnormal climatic conditions). 5.12.1 The approval of any extension of time for completion 5.12.4 The issuing of an instruction to accelerate progress 5.13.1 The issuing of penalties 5.13.2 The reduction of a penalty 5.14.2 The issue of a Certificate of Practical Completion. 5.14.4 The issue of a Certificate of Completion. 5.16.1 The issue of a Final Approval Certificate. 6.3.2 The issuing of variation orders 6.8.4 The determination of additional or reduced costs arising from changes in legislation 6.11 The agreeing of the adjustment of the sums for general items 8.2.2.2 Order to repair and make good damage arising from any "excepted" risk.

No.	Clause	Description
16	3.2.4	Delete the last sentence of the Clause
17	3.3.6	Add the following: “The time limit for referring the matter to the Employer’s Agent by the Contractor shall be twenty-one (21) days after the decision in question was given by the Employer’s Agent Representative”.
18	4.3.1.1	Add the following new sub-clause “The Employer and the Contractor hereby agree, in terms of the provisions of section 37 (2) of the Occupational Health & Safety Act, 1993 (Act 85 of 1993, hereinafter referred to as ‘the Act’), that the following arrangements and procedures shall apply between them to ensure compliance by the Contractor with the provisions of the Act, namely: (a) The Contractor undertakes that the appropriate officials and employees of the Contractor will fully acquaint themselves with all relevant provisions of the Act and the Regulations promulgated in terms of the Act; (b) The Contractor undertakes that all relevant duties, obligations and prohibitions imposed in terms of the Act and regulations will be fully complied with; (c) The Contractor hereby accepts sole liability for such due compliance with the relevant duties, obligations and prohibitions imposed by the Act and Regulations, and expressly absolves the Employer from itself being obliged to comply with any of the aforesaid duties, obligations, and prohibitions; with the exception of such duties, obligations and prohibitions expressly assigned to the Employer in terms of the Act and its associated Regulations. (d) The Contractor agrees that any duly authorised official of the Employer shall be entitled (although not obliged) to take such steps as may be necessary to ensure that the Contractor has complied with his undertakings as set out more fully in paragraphs (a) and (b) above, which steps may include, but will not be limited to, the right to inspect any appropriate site or premises occupied by the Contractor, or to inspect any appropriate records or Safety Plans held by the Contractor; (e) The Contractor shall be obliged to report forthwith to the Employer any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the Act and regulations, pursuant to work performed in terms of this Contract, and shall, on written demand, provide full details in writing of such investigation, complaint or criminal charge. (f) The Contractor shall furthermore, in compliance with the Constructional Regulations of 2014 to the Act : (i) Acquaint himself with the requirements of the Employer’s Health and Safety Specification as laid down in regulation 4(1)(a) of the Construction Regulation of 2014 and prepare a suitably and sufficiently documented Health and Safety Plan as contemplated in regulation 5(1) of the Construction Regulation of 2014 for approval by the Employer or his assigned agent. The Contractor’s Health and Safety Plan and risk assessment shall be submitted to the employer for approval within 14 days from the date of signing the Form of Acceptance and shall be implemented and maintained from the Commencement of the Works. (ii) The Employer, or his assigned agent, reserves the right to conduct periodic audits, as contemplated in the Construction Regulations 2014, to monitor that the Contractor is compliant in respect of his obligations. Failure by the Contractor to comply with requirements of these Regulations shall entitle the Employer’s Agent, at the request of the Employer or his Agent, to suspend all or any part of the Works, with no recourse whatsoever by the Contractor for any damages incurred as a result of such suspension, such time as the Employer or his Agents are satisfied that the issues in which the Contractor has been in default have been rectified.”
19	4.3.3	Add the following new clause: “Contractor’s Designer”

No.	Clause	Description
		The Contractor and his designer shall accept full responsibility and liability for compliance with the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and the Construction Regulations, 2014, for the design of the Temporary Works (sub-clause 6,2 & 12,1) and those parts of the Permanent Works which the Contractor is responsible to design.” For the purposes of this contract, a “competent person” in terms of sub-clause 1 (a) of the Construction Regulations shall be a person who is registered as a Pr Eng, Pr Tech Eng or Pr Techni Eng with the Engineering Council of South Africa and who has the relevant training and experience to be able to design the component part of the permanent or temporary works as applicable. For the purposes of this Contract, “Temporary Works” as defined in the Construction Regulations shall include the following component parts; 1. All site camp structures and services 2. Hoarding and barricading 3. Demolition works (including blasting) 4. Locating, working and rehabilitating borrow pits, stockpiles and spoil areas 5. Securing excavations from the risk of collapse (shoring and other measures) 6. Scaffolding 7. Formwork and falsework 8. Rigging and all associated temporary supports 9. Motorised and non-motorised traffic accommodation 10. Permanent and temporary services relocations and bypasses 11. Search for, expose, protect and backfill existing services 12. Dealing with ground water 13. Testing and commissioning The Contractor shall provide the following to the Employer’s Agent for retention by the Employer or his assignee in respect of all works designed by the Contractor: 4.3.3.1 A Certificate of Stability of the Works signed by a registered Professional Engineer/Technologist/Technician confirming that all such works have been designed in terms of accordance with the appropriate codes of practice. 4.3.3.2 Design calculations should the Employer’s Agent request a copy thereof. 4.3.3.4 Engineering drawings and workshop details (both signed by the relevant professional), in order to allow the Engineer to compare the design with the

No.	Clause	Description
		specified requirements and to record any comments he may have with respect thereto. 4.3.3.5 "As-Built" drawings in AutoCAD electronic format after completion of the Works. Notwithstanding the list of temporary works envisaged on this project, the Contractor shall be responsible for the design of All Temporary Works (including any temporary works required by the EMES/QSEs (under the contract participation goals) or any sub-contractors.
20	4.3.4	Add the following new clause: "The Contractor shall assume responsibility for compliance with the Environmental Management Programme (EMPr.) included in Appendix C of the Contract Document. Penalties for non-compliance will be deducted for single offences and repeated offences."
21	4.9.2	Add the following as 4.9.2 "In order to preclude seizure by the owner of any constructional plant being held by the Contractor on a hire or hire-purchase agreement for the purposes of the Contract, the Employer shall be entitled to pay any such owner the amount of any outstanding instalment or other sum owing under any hire or hire-purchase agreement and in the event of his doing so, any amount thus paid by him shall be a debt payable to the Employer by the Contractor and may be deducted by the Employer from any moneys owing or that may become owing to the Contractor in terms of the Contract, or be recovered at law from the Contractor by the Employer."
22	4.9.3	Add the following as 4.9.3 "When entering into any subcontract for the execution of any part of the works, the Contractor shall incorporate in such subcontract, by reference or otherwise, the provisions of Clauses 4.9.1 and 4.9.2 in respect of constructional plant brought to the site by the subcontract."
23	4.12.2	The Contractor's appointed Construction Manager shall be on site at all times when work is being performed. The Construction Manager will not be permitted to service any other project during the duration of the Contract.
24	5.3.1	The documentation required before Commencement of the Works execution are: • Signed Contract Document • An approved, project specific Health and Safety Plan (Refer Clause 4.3) • Initial Construction programme, cashflow and Contract Risk Register (Refer Clause 5.6) • Quality Assurance Plan in terms of project specification C3.5.1.4.8 • Security/Performance Guarantee (Refer Clause 6.2) • Insurances (Refer Clause 8.6) • Signed agreement in terms of Section 37.2 of the OHS Act, 1993 • Proof of registration on the Centralized Electronic Suppliers Database • A valid Letter of Good Standing from the Compensation Commissioner or FEMA
25	5.3.2	The Contractor is required, within 14 days of receipt of the Commencement Date, to submit the documents listed above to the Employers Agent for his approval.

No.	Clause	Description
26	5.4.2	Access to and possession of the Site shall not be exclusive to the Contractor, but as set out in the Site Information applicable to each assignment. 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 own cost any additional facilities outside the Site required by him for the purposes of the Works.
27	5.6.2.4	Add to the end of the clause; “In addition to this requirement, the Contractor is required to compile a Contract Risk Register which must be submitted together with the programme and cashflow for approval by the Employer’s Agent. The Contract Risk Register must be in the format as supplied by the Employer’s Agent. The Contract Risk Register will be used as a management tool to monitor, measure, analyse, evaluate, and review all project related risks. The Contract Risk Register will also act as an early warning for potential delays and disputes. The Contractor will be responsible for maintaining the Contract Risk Register throughout the duration of the contract. The Contract Risk Register must be presented by the Contractor at each Site Progress Meeting and updated monthly and when events arise which significantly impact the risk profile of the Contract. No additional payment will be made for this requirement and any costs that the Contractor deems fit must be included in the preliminary and general items of the Bills of Quantities”.
28	5.6.2.5	Add to the end of the clause: “The Contractor shall also include in the programme enough detail so as to clearly demonstrate the implementation of the Contract Participation goals. This is to include but is not limited to: Finalising EME QSE Contractor list Finalise work packages Negotiate work packages Appointment and signing of contracts with EME / QSEs Assisting and finalising statutory requirements, including H & S files Start and duration of packages with production rates.
29	5.8.1	Delete the words “between sunset and sunrise” in the first line and replace with “outside normal working hours”. Normal working hours shall be those as stated in the applicable Sectorial Determination applicable to a 5 (five) day week (Monday to Friday) from 07:00 to 17:00. Non-working days are Saturdays and Sundays, and special non-working days are public holidays, election day of the local government elections and national elections (when applicable) and the official builder’s holidays of 25 calendar days (including special non-working days) with the commencement at the discretion of the Contractor.
30	5.8.1.5	Add the following to Clause 5.8.1: “The cost of supervision by the Employer’s Agent or his representatives outside of normal (Monday to Friday) working hours as defined in Government Gazette 18491 of 5 December 1997 shall be to the Contractor’s account. Rates charged per hour will be those defined by the Department of Public Works as published annually”.
31	5.11.1	<i>In the fourth line, after the word “progress”, insert “or alter the order”.</i>

No.	Clause	Description
32	5.12.2.2	Add to Clause 5.12.2.2: “The time period specified as the time for completion includes allowances for those days on which it is expected that work, on the critical path items of the works, would be prevented due to weather conditions such as extreme heat, strong winds, heavy rainfall, or the subsequent waterlogged condition. Based on average weather conditions of heat, wind and rain, the allowances are: • 3 working days per month for the months of May to October • 2 working days per month for the months of November to April If the Contractor has been prevented by these weather conditions from working on the critical path items of the works, then he must notify the Employers Agent in writing. The submission shall be made within five calendar days of the resumption of work. The Employers Agent shall upon considering all the relevant factors determine the extension of time to be granted on the basis that an extension of time to the contract will only be granted if the total number of days upon which work on the critical items was prevented, exceeds the total number of days calculated in terms of the above allowance and considering the official contract period as a whole. The Contract must clearly indicate the above allowances for delays on the critical path due to abnormal climatic conditions in the Construction Programme. <u>Compensation for rain delays will be made in the following manner:</u> $\frac{\text{Time – related items}}{\text{Contract Period (in days)}} \times \text{No. of rain days over allowable limit}$
33	5.12.3	<u>Delete clause 5.12.3 and replace with the following:</u> “If an extension of time is granted, the Contractor shall be paid such proven additional costs, based on tendered rates including for special non-working days, if applicable, as are appropriate regarding any other compensation which may have already been granted in respect of the circumstances concerned.”
34	5.12.5	<u>Add the following sub-clause to Clause 5.12:</u> 5.12.5 Critical Path Provision A delay in so far as extension of time is concerned, will be regarded as a delay only if, on a claim by the Contractor in accordance with the General Conditions of Contract, the Employers Agent rules that all progress on an item or items of work on the critical path of the approved programme for the execution of the Works by the Contractor, has been brought to a halt. Delays on normal working days only, based on a working week of five normal working days, will be taken in account for the extension of time regardless of whether the Contractor has been given permission to work outside of normal working hours.
35	5.13.1	The penalty for failing to complete the whole of the Works by the Due Completion Date is R5 000 per calendar day. The penalty for failing to complete all the Asphalt Work within four months from the Commencement Date is R8 000 per calendar day.
36	5.13.3	Add the following new clause; “If the Contractor shall, in terms of Clause 4.2, fail to comply with the Employer’s Agent’s Instructions, the Contractor shall be liable to the Employer for the sum calculated by the Employer’s Agent as a penalty for every calendar day of non-compliance” The purpose of this penalty is to ensure reasonable timeous compliance with instructions, and does not diminish the Employer’s Agent’s authority to act under any other sub-clause nor does it diminish the Contractor’s obligations to act in terms of the Contract”.

No.	Clause	Description
		The penalty shall be R 1000 per calendar day of non-compliance." The amount of any penalty will be deducted from the Contractor's interim payment certificate following the month of non-compliance.
37	5.13.4	Add the following new clause; "The following fines apply for non-conformance with the Project Specifications: • Section 4 – Temporary Works - Accommodation of Traffic. • Occupational Health and Safety non-conformities in terms of the Employer's OHS Specifications • Environmental non-conformities in terms of the EMPr. The penalty shall be R 2000 per calendar day of non-compliance for bullet points 1 and 3. The penalty shall also be in in terms of item B11 of the Employer's Health and Safety Specification in Appendix B."
38	5.13.5	Add the following new clause; "For non-compliance with Contract Participation Goal targets, the penalty will be as follows : Should the contractor fail to meet the minimum requirement of subletting at least 40% of the Contract value to Poverty Alleviation Targets, a penalty of 1,5 times the value of the amount to be sublet, minus the actual value sublet, will be implemented. This requirement will be monitored and recorded on a monthly basis. The amount of any penalty will be deducted from the Contractor's interim payment certificate following the month of non-compliance. Penalty amounts shall be cumulative and shall not be refunded should the Contract achieve target in subsequent months until such time that he has achieved the target as measured against the approved GPG plan. Proof of compliance must be submitted with each interim and final payment certificate. Payment certificates will not be processed without proof of compliance".
39	5.13.6	Add the following new clause; "For non-compliance with Local Labour Contract Participation Goal targets, the penalty will be as follows: Should the Contractor fail to employ all unskilled and semi-skilled labour required for the Contract from local sources (i.e. within the SLM), the Contractor will be penalised at a rate of 100% of the cost of unskilled and semi-skilled labour brought in from outside of the SLM boundaries."
40	5.13.7	Add the following new clause; "The imposition of any penalties in terms of Sub-clauses 5.13.1 to 5.13.6 shall not limit the Employer's Agent nor Employer's right to act in terms of Sub-clause 9.2. The Employer may, without prejudice to any other method of recovery, deduct the amounts of all such penalties from any monies in his possession that are or may become due to the Contractor".
41	5.14	Add the following new clause; The requirements for Practical Completion are that the Works reach a state of readiness, fit for the intended purpose and occupation without danger or undue inconvenience to the Employer.
42	5.14.2	Issue of Certificate of Practical Completion Replace "the Employer's Agent" in the second line with the following: ", the Contractor shall notify the Employer's Agent, who shall inspect the works and the Employer's Agent"

No.	Clause	Description
43	5.14.4	Add the following to Clause 5.14.4: “The work listed in terms of Clause 5.14.2 shall however be completed within 21 days from the date of issue of the Certificate of Practical Completion. Should the Contractor fail to complete all the work so listed within the stated period of 21 days, the date of issue of the Certificate of Practical Completion shall be amended and extended in respect of the outstanding work by the amount of additional time taken by the Contractor to complete all such work.”
44	5.14.5.5	Delete Clause 5.14.5.5 and replace with: “Insurance of the works shall continue until the expiration of the Defects Liability Period.”
45	5.16.3	The Latent Defects Liability Period is 10 years measured from the date of the Certificate of Completion.
46	6.2.1	Add the following: “The Contractor shall deliver the fixed Performance Guarantee of ten per cent (10%) of the Contract Sum as selected in the Contract Data to the Employer within 14 days of the Commencement Date. Any expenditure incurred in doing so shall be borne by the Contractor.” The fixed performance guarantee shall be from a recognised Insurance Company or Financial Institution (registered with the Financial Services Board of South Africa in terms of the Financial Advisory and Intermediary Services Act, 37 of 2002. Proof of registration to be provided with the guarantee) and approved by the Employer. The Company or Institution must be jointly and severally bound with the Contractor, in accordance with the provisions of the Form of Guarantee. Proof of payment for the performance guarantee shall be submitted to the Employers Agent. The wording of the performance guarantee shall be identical to the pro-forma provided under Clause C1.3: Form of Performance Guarantee of the Contract Data and shall be a fixed performance guarantee.”
47	6.2.2	<u>Replace the entire contents of Clause 6.2.2 with the following:</u> “If the Contractor fails in his obligations to provide the stated fixed performance guarantee within the period stated in Clause 5.3.2, or if the fixed performance guarantee shall differ from the pro-forma provided under Clause C1.3: Form of Guarantee of the Contract Data, the Employer may terminate the Contract in terms of Clause 9.2.”
48	6.3.1	In the fifth line, after the word “ <i>shall</i> ”, insert “ <i>with the approval of the Employer</i> ”.
49	6.3.4	Add the following new sub-clause 6.3.4: “Where the decrease or increase in the quantity of work has not resulted from a written variation order (or an additional agreement) in terms of Clause 6.3, but from the fact that the quantities are less or more than those given in the Bill of Quantities, the tendered rates or sums shall still apply, except in the case of a sub-item (or item not subdivided into sub-items) in the Bill of Quantities, which covers work, the value of which during the tender stage exceeds 30% of the value of the Contract Sum, and where the quantity of such sub-item or item, upon completion of the Contract, deviates by more than 30% from the quantity given in the Bill of Quantities, so that the scale of activities or the method of construction consequently changes to such an extent that the tendered rate or sum no longer applies. In such case the Employer’s Agent, should he deem it to be in the interest of the Employer or should the Contractor enter a claim, shall, considering the extent by which the deviation in respect of the quantity of the sub-item or item concerned exceeds 30%, determine a sum which will be equitable in the circumstances, and shall certify that such sum shall be deducted from or added to the sums owing to the Contractor.”
50	6.6.1.2	After all references to the word “sums”, insert “excluding VAT”
51	6.8.1	Add the following:

No.	Clause	Description
		"The tender rates and prices shall also be exclusive of Value Added Tax (VAT). Provision is made for the addition of VAT in the summary of the Bill of Quantities."
52	6.8.2	Contract Price Adjustment shall not be applicable to this Contract.
53	6.8.3	Variation in the cost of special materials shall not be applicable to this Contract.
54	6.10.1.5	The percentage advance on materials not yet built into the Permanent Works is 80%. Failure to provide proof of ownership (proof of payment, or cession from supplier to Contractor) for each payment certificate will result in exclusion of such material from the relevant payment certificate.
55	6.10.2	Add the following: "Payment for materials on site will only be considered for those materials which are physically on site. Any statement in which a claim for materials off site is included, shall have attached a declaration that the materials listed in the statement are owned by the Contractor, accompanied by proof of ownership. The ownership of materials shall be transferred to the Employer in accordance with the relevant pro-forma"
56	6.10.3	The percentage retention on the amounts due to the Contractor is Ten (10%) of the Contract Price to a maximum of Five (5%) of the Contract Sum (excluding VAT). A Retention Money Guarantee is not permitted.
57	6.11.1.3	<i>Delete the words "15 percent and replace with "30 percent".</i>
58	7.2.1	Add the following at the end of the paragraph: "subject to approval of the Employer's Agent".
59	8.2.2.3	Add the following to the end of Clause 8.2.2.3 "risk arising from political riot and malicious damage, unless these risks are insurable with the South African Special Risk Insurance Association at the time of tendering and it is stipulated in the Contract that the Contractor is to effect insurance against these risks".
60	8.6	Delete Clause 8.6 and replace it with: (1) Without limiting his obligations in terms of the Contract, the Contractor shall before commencement of the Works effect and maintain the following insurances covering the respective interests of the Contractor and the Employer: (a) Insurance of the Works and of all movables on the Site intended for incorporation in the Works against damage or physical loss from whatsoever cause arising (other than causes set out in Clause 8.3.1) (i) for the period for which the Contractor is responsible for the Works in terms of Clause 8.2, and (ii) for a sum insured which shall, unless otherwise specified in the Contract, be the aggregate of (aa) the Contract Price, (bb) a sum to cover the value (specified at the time of delivery to the Contractor) of materials supplied by the Employer for incorporation in the Works and not included in the Contract Price, and (cc) a sum to cover professional fees, not included in the Contract Price, payable in respect of the repair or reinstatement of damage to the Works or said movables. (b) A Coupon Policy for Special Risks Insurance issued by the South African Special Risks Insurance Association is required. (c) Public Liability insurance from the Commencement Date to the date of the Certificate of Completion or the end of the Defects Liability Period (if any) for a minimum limit of indemnity of R 10 000 000 , with no limitation on the number of accidents in any one year, covering the Employer, the Contractor and the sub-Contractors against their respective liability for the death of or injury to any person or loss of or damage to any property (other than property while it is insured in terms of paragraph (a)) arising out of or in the course of the performance of the Contract:

No.	Clause	Description
		Provided that (i) the insurance shall not be required to cover any liability arising out of any of the matters referred to in the provisos of Clause 8.3.1, and (ii) the insurance shall include a cross-liability clause such that the insurance shall apply to the Contractor, sub-Contractors, and to the Employer as separate insured parties. (2) Save as otherwise provided in the Contract, nothing herein contained shall oblige the Contractor to effect any insurance which is not generally obtainable from a registered insurer in the Republic of South Africa. (3) The insurances referred to in Sub-Clause (1) shall be effected with an insurance company registered in the Republic of South Africa and the terms thereof shall be subject to approval by the Employer, which approval shall not be unreasonably withheld. (4) The Contractor shall produce to the Employer the policies by which the insurances are effected and proof of the due payment of all premiums thereunder and of the continuity of the policies for the required period within 14 days of receipt of the Letter of Acceptance. (5) The Contractor, sub-Contractors, and the Employer shall comply with the terms and conditions of the insurance policies. (6) If the Contractor shall fail to effect and keep in force any of the insurances referred to in Sub-Clause (1), the Employer may effect and keep in force such insurance and pay such premium or premiums as may be necessary for the purpose and the Contractor shall refund the amounts of such premiums to the Employer. (7) The Contractor shall provide proof that he has paid all contributions required in terms of the Compensation for Occupational Injuries and Diseases Act, No. 130 of 1993, and that he has complied with the provisions of the Occupational Health and Safety Act, No. 85 of 1993.
61	10.3.2	Amicable settlement in terms of Clause 10.4 shall be followed for all disputes prior to referring any dispute to adjudication or arbitration. The parties may appoint an impartial third party to assist with the amicable settlement, but this is optional and is subject to written agreement between the parties."
62	10.5.1	Dispute resolution shall be by adjudication.
63	10.5.3	The number of Adjudication Board Members to be appointed is one (1).
64	10.7.1	The determination of disputes which are unresolved in terms of Clause 10.5.3 shall be by arbitration.
65	10.11.2	<u>Add the following additional sub-clause to clause 10.11:</u> "Details to be confidential: The Contractor shall treat the details of the Works comprised in this Contract as private and confidential (save in so far as may be necessary for the purposes hereof) and shall not publish or disclose the same or any particulars thereof in any trade or technical paper elsewhere without the prior written consent of the Employers Agent."

SAKHISIZWE LOCAL MUNICIPALITY

CONTRACT NO: SLM/SCM/76/2025/2026

CONSTRUCTION OF CALA SPORTS FIELD – PHASE 3

C1.2 : CONTRACT DATA (PART 2)

PART 2 : DATA PROVIDED BY THE CONTRACTOR

No.	Clause	Description		
1	1.1.1.9	The Contractor is [The Legal name of the Contractor].		
2	1.2.1.2	The Contractor's address for receipt of communications and notices is : Telephone: Facsimile: E-mail : Address (Postal) :..... Address (Physical) :		
3	6.2.1	The security to be provided by the Contractor shall be: <table border="1"><tr><td>Type of Security</td></tr><tr><td>Performance Guarantee of 10% of the Contract Sum</td></tr></table>	Type of Security	Performance Guarantee of 10% of the Contract Sum
Type of Security				
Performance Guarantee of 10% of the Contract Sum				
4	6.5.1.2.3	The percentage allowance to cover all overhead charges per assignment is% as per returnable Form F)		

SAKHISIZWE LOCAL MUNICIPALITY
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CONSTRUCTION OF CALA SPORTS FIELD – PHASE 3

C1.3: PERFORMANCE GUARANTEE (PRO FORMA)
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GUARANTOR DETAILS AND DEFINITIONS

"Guarantor" means:

.....

Physical address:

.....

"Employer" means:

.....

"Contractor" means:

.....

"Employer's Agent" means:

.....

"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:

.....

Type of Performance Guarantee:

.....

"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.

1. FIXED PERFORMANCE GUARANTEE

- 1.1. Where a Fixed Performance Guarantee has been selected, the Guarantor's liability shall be limited to the amount of the Guaranteed Sum.
- 1.2. The Guarantor's period of liability shall be from and including the date on which the Performance Guarantee is signed, 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.
- 1.3. 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.

2. CONDITIONS APPLICABLE TO FIXED PERFORMANCES GUARANTEES:

- 2.1. The Guarantor hereby acknowledges that:
- 2.2. Any reference in this Performance Guarantee to the Contract is made for the purpose of convenience and shall not be constructed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship.
- 2.3. Its obligation under this Performance Guarantee is restricted to the payment of money.
- 2.4. Subject to the Guarantor's maximum liability referred to in 1.1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 2.5 to 2.7:
- 2.5. 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 2.6;
- 2.6. 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 2.5 and the sum certified has still not been paid;
- 2.7. A copy of the aforesaid payment which entitles the Employer to receive payment in terms of the Contract of the sum certified in 2.4.
- 2.8. Subject to the Guarantor's maximum liability referred to in 1.1, 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:
- 2.9. The Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 2.8; or
- 2.10. 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 2.8; and

- 2.11. The aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provision liquidation court order.
- 2.12. It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 2.4 and 2.8 shall not exceed the Guarantor's maximum liability in terms of 1.1
- 2.13. Where the Guarantor has made payment in terms of 2.8, 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 the Performance Guarantee shall bear interest at the prime overdraft rate by 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.
- 2.14. Payment by the Guarantor in terms of 2.4 or 2.8 will only be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
- 2.15. Payment by the Guarantor in terms of 2.8 will only be made against the return of the original Performance Guarantee by the Employer.
- 2.16. The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may consider fit and the Guarantor shall not have right to claim his release from this Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.
- 2.17. The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
- 2.18. This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 1.2, 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.
- 2.19. This Performance Guarantee, with the required demand notices in terms of 2.4 or 2.8, shall be regarded as a liquid document for the purposes of obtaining a court order.
- 2.20. Where the 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 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

Date

Guarantor's signatory (1)

.....

Capacity

Guarantor's signatory (2)

.....

Capacity

Witness signatory (1)

.....

Witness signatory (2)

SAKHISIZWE LOCAL MUNICIPALITY

TENDER NO: SLM/SCM/76/2025/2026

CONSTRUCTION OF CALA SPORTS FIELD – PHASE 3

C1.4 : OCCUPATIONAL HEALTH AND SAFETY MANDATORY AGREEMENT

SECTION 37(2) MANDATORY HEALTH AND SAFETY AGREEMENT

WRITTEN AGREEMENT ON

OCCUPATIONAL HEALTH AND SAFETY

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

AS ENTERED INTO BY AND BETWEEN

(Hereinafter referred to as “the Employer”)

AND

(Hereinafter referred to as “the Mandatory”)

Compensation Fund number:

Common Law Liability

Insurance in respect of Third

Parties for the Minimum Sum of R...

1. Reporting

The Mandatory and/or his designated person appointed in terms of Section 16 (2) of the Occupational Health and Safety Act 85 of 1993 ("the OHS Act") as amended shall report to the Construction Manager CR 8.1 and/or a representative designated by the Employer prior to commencing the work at the premises.

2. Warranty of compliance

2.1 In terms of this agreement the Mandatory warrants that he agrees to the arrangements and procedures as prescribed by the Employer and as provided for in terms of Section 37 (2) of the OHS Act for the purposes of compliance with the Act.

2.2 The Mandatory acknowledges that this agreement constitutes an agreement in terms of Section 37 (2) of the OHS Act, whereby all responsibility for health and safety matters relating to the work that the Mandatory and his employees are to perform on the premises shall be the obligation of the Mandatory.

2.3 The Mandatory further warrants that he and/or his employees undertake to maintain such compliance with the OHS Act. Without derogating from the generality of above, neither from the provisions of the said agreement, the Mandatory shall ensure that the clauses as hereunder described are at all times adhered to by himself and his employees.

3. Refer:

- Occupational Health & Safety Act No.85 of 1993 as amended including Regulations
- Hazards Chemical Substance Regulations of 1995
- Compensation for Occupational Injuries and Diseases Act 130 of 1993 as amended
- Hazardous Substance Act 15 of 1973
- National Environmental Management Act 107 of 1998
- National Environmental Management: Air Quality Act 39 of 2004
- National Road Traffic Act No.83 of 1996
- National Water Act 36 of 1989
- National Building Regulations and Building Standards Act 103 of 1977

4. Mandatory an employer

The Mandatory shall be deemed to be an employer in his own right while on the Employer's premises. In terms of Section 16 (1) of the OHS Act, the Mandatory shall accordingly ensure that himself, and/or his nominated Chief Executive Officer comply with the requirements of the OHS Act.

5. Appointments and training

- 5.1 The Mandatory shall appoint competent persons as per the OHS Act 85 / 1993, Construction Regulations 8.1 and Construction Regulations 8.7 – referring the Construction Regulations 2014.as well as other workplace legislative appointments as per workplace activities in accordance with the OHS Act 85 / 1993
- 5.2 Any such appointed person shall be trained on any occupational health and safety matter and the OHS Act provisions pertinent to the work that is to be performed under his responsibility.
- 5.3 Copies of any appointments made by the Mandatory shall immediately be provided to the Employer.
- 5.4 The Mandatory shall further ensure that all his employees are trained on the health and safety aspects relating to the work and that they understand the hazards associated with such work being carried out on the premises.
- 5.5 Without derogating from the foregoing, the Mandatory shall, ensure that all his users or operators of any materials, machinery or equipment are properly trained in the use of such materials, machinery or equipment.
- 5.6 Notwithstanding the provisions of the above, the Mandatory shall ensure that he, his appointed responsible persons and his employees are always familiar with the provisions of the OHS Act, and that they comply with the provisions of the Act.

6. Supervision, discipline and reporting

The Mandatory shall ensure that all work performed on the Employer's premises are done under strict supervision and that no unsafe or unhealthy work practices are permitted.

Discipline regarding health and safety matters shall be strictly enforced against any of his employees regarding non-compliance by such employee with any health and safety matters.

The Mandatory shall further ensure that his employees report to him all unsafe or unhealthy work situations immediately after they become aware of the same and that he in turn immediately reports these to the Employer and/or his representative.

7. Access to the OHS Act

The Mandatory shall ensure that he has an updated copy of the OHS Act on site at all times and that this is accessible to his appointed responsible persons and employees, save that the parties may make arrangements for the Mandatory and his appointed responsible persons and employees to have access to the Employer's updated copy/copies of the Act.

8. Cooperation

- 8.1 The Mandatory and/or his responsible persons and employees shall provide full co-operation and information if and when the Employer or his representative inquires into occupational health and safety issues concerning the Mandatory.
- 8.2 It is hereby recorded that the Employer and his representative shall at all times be entitled to make such inquiry.
- 8.3 Without derogating from the generality of the above, the Mandatory and his responsible persons shall make available to the Employer and his representative, on request, all and any checklists and inspection registers required to be kept by him in respect of any of his materials, machinery or equipment

9. Work Procedures

- 9.1. The Mandatory shall be entitled to utilise the procedures, guidelines and other documentation as used by the Employer for the purposes of ensuring a healthy and safe working environment.
- 9.2. The Mandatory shall then ensure that his responsible persons and employees are familiar with and utilise the documents.
- 9.3. The Mandatory shall implement safe work practices as prescribed by the Employer and shall ensure that his responsible persons and employees are made conversant with and adhere to such safe work practices.
- 9.4. The Mandatory shall ensure that his employees prior to the obtaining of such a permit do not perform work for which the Employer requires a permit.

10. Health and safety meetings

- 10.1 If required in terms of the OHS Act, the Mandatory shall establish his own health and safety committee(s) and ensure that his employees, being the committee members, hold health and safety meetings as often as may be required and at least once every three (3) months.
- 10.2 The Employer may elect to permit the Mandatory's health and safety representatives or a mandatory representative to attend the Employer's health and safety committee meetings.

11. Compensation registration

- 11.1 The Mandatory shall ensure that he has a valid registration with the Compensation Commissioner, as required in terms of the Compensation for Occupational Injuries and Diseases Act 130 of 1993, and that all payments owing to the Commissioner are discharged.
- 11.2 The Mandatory shall further ensure that the cover shall remain in force while any such employee is present on the premises.

12. Medical Examinations

The Mandatory shall ensure that all his employees undergo routine medical examinations and necessary vaccinations where applicable and that they are medically fit for the purposes of the work they are to perform.

13. Incident reporting and investigation

- 13.1 The Mandatory to the Department of Labour and to the Employer shall report all incidents referred to in Section 24 of the OHS Act.
- 13.2 The Employer shall further be provided with copies of any written documentation relating to any incident.
- 13.3 The Employer retains an interest in the reporting of any incident as described above as well as in any formal investigation and/or inquiry conducted in terms of Section 32 of the OHS-Act into such incident.

14. Statutory Obligations of the Mandatory & Contractor

- 14.1 The Mandatory shall notify the Employer of any subcontractor he may wish to perform work on the Employer's premises.
- 14.2 It is hereby recorded that all the terms and provisions contained in this clause shall be equally binding upon the subcontractor prior to the subcontractor commencing with the work.
- 14.3 Without derogating from the generality of this paragraph:

- 14.4 The Mandatory shall ensure that training as discussed under Appointments and training, is provided prior to the subcontractor commencing work on the Employer's premises.
- 14.5 The Mandatory shall ensure that work performed by the subcontractor is done under strict supervision and discipline enforced, as well as reporting of incidents and / or injuries.
- 14.6 The Mandatory shall inform the Employer of any health and safety hazard and/or issue that the subcontractor may have brought to his attention
- 14.7 The Mandatory shall inform the Employer of any difficulty encountered regarding compliance by the subcontractor with any health and safety instruction, procedure and/or legal provision applicable to the work the subcontractor performs on the Employer's premises.
- 14.8 The Mandatory hereby undertakes to ensure that the health and safety of any other person on the premises is not endangered by the conduct and/or activities of all his employees while they are on the Employer's premises i.e.
- Horseplay, scuffling, fighting, running or throwing of objects.
 - The possession, consumption or offering for consumption to any person of intoxicating liquor or habit-forming drugs.
 - Any employee suspected of being under the influence of alcohol or other intoxicating substance will not be allowed to enter or remain on the Employer's premises.
 - The tampering with or misuse of any safety equipment installed or provided to any person by an employer or user of machinery.
 - The failure to use any safety equipment at a workplace, or in the course of employment or in connection with the use of machinery which is provided by an employer or user of machinery.
 - The doing of anything at a workplace or in connection with the use of machinery, calculated to threaten the safety of any person.
 - Contractors are required to take all reasonable measures to ensure that the requirements of the Act and the regulation are observed by his employees.
 - Contractors must, in the interests of safety, enforce discipline

15. Security and access

- 15.1 The Mandatory and his employees shall enter and leave the premises only through the main gate(s) and/or checkpoint(s) designated by the Employer.
- 15.2 The Mandatory shall ensure that employees observe the security rules of the Employer at all times and shall not permit any person who is not directly associated with the work from entering the premises.
- 15.3 The Mandatory and his employees shall not enter any area of the premises that is not directly associated with the work.
- 15.4 The Mandatory shall ensure that all materials, machinery or equipment brought by him-self onto the premises are recorded at the main gate(s) and/or checkpoint(s). A failure to do this may result

in a refusal by the Employer to allow the materials, machinery or equipment to be removed from the premises.

- 15.5 The Mandatory shall ensure that no persons carry firearms on the company's or Employer's premises unless written permission has been obtained from the designated person.

16. Fire precautions and facilities

- 16.1 The Mandatory shall ensure that an adequate supply of fire-protection and first-aid facilities are provided for the work to be performed on the Employer's premises, save that the parties may mutually make arrangements for the provision of such facilities.
- 16.2 The Mandatory shall further ensure that all his employees are familiar with fire precautions at the premises, which include fire-alarm signals and emergency exits, and that such precautions are adhered to

17. Hygiene and cleanliness

- 17.1 The Mandatory shall ensure that the work site and surrounding area is at all times maintained to a reasonably practicable level of hygiene and cleanliness.
- 17.2 In this regard, no loose materials shall be left lying about unnecessarily and the work site shall be cleared of waste material regularly and on completion of the work.

18. No nuisance

- 18.1 The Mandatory shall ensure that neither he nor his employees undertake any activity that may cause environmental impairment or constitute any form of nuisance to the Employer and/or his surroundings.
- 18.2 The Mandatory shall ensure that no hindrance, hazard, annoyance or inconvenience is inflicted on the Employer, another Mandatory or any tenants. Where such situations are unavoidable, the Mandatory shall give prior notice to the Employer.

19. Intoxication not allowed

- 19.1 No intoxicating substance of any form shall be allowed on site. Any person suspected of being intoxicated shall not be allowed on the site.
- 19.2 Any person required to take medication shall notify the relevant responsible person thereof, as well as the potential side effects of the medication.

20. Personal protective equipment

- 20.1 The Mandatory shall ensure that his responsible persons and employees are provided with adequate personal protective equipment (PPE) for the work they may perform and in accordance with the requirements of General Safety Regulation 2 (1) of the OHS Act.
- 20.2 The Mandatory shall further ensure that his responsible persons and employees wear the PPE issued to them at all material times.

21. Plant, machinery and equipment

- 21.1 The Mandatory shall ensure that all the plant, machinery, equipment and/or vehicles he may wish to utilise on the Employer's premises is/are at all times of sound order and fit for the purpose for which it/they is/are intended, and that it/they complies/comply with the requirements of Section 10 of the OHS Act.
- 21.2 In accordance with the provisions of Section 10 (4) of the OHS Act, the Mandatory hereby assumes the liability for taking the necessary steps to ensure that any article or substance that it erects or installs at the premises, or manufactures, sells or supplies to or for the Employer, complies with all

the prescribed requirements and will be safe and without risks to health and safety when properly used.

21.3 The Mandatory shall further ensure that all plant, machinery and equipment is inspected by a competent person as prescribed by legislation & records thereof retained.

22. No usage of the Employer's equipment

The Mandatory hereby acknowledges that his employees shall not be permitted to use any materials, machinery or equipment of the Employer unless the prior written consent of the Employer has been obtained, in which case the Mandatory shall ensure that only those persons authorised to make use of same, have access thereto.

23. Transport / Vehicles

23.1 The Mandatory shall ensure that all road vehicles used on the premises are in a roadworthy condition and are licensed and insured.

23.2 All drivers shall have relevant and valid driving licences, and no vehicle shall carry passengers unless it is specifically designed to do so.

23.3 All drivers shall always adhere to the speed limits and road signs on the premises.

23.4 If any hazardous substances are to be transported on the premises, the Mandatory shall ensure that the requirements of the Hazardous Chemical Substances Act of 1995 are complied with at all times.

24. Confined Spaces

In the event of having to entering confined spaces, work shall not be performed unless defined through a Specific Confined Space Work Instruction and detailed by the contractor as to the precautionary measures that should be implemented prior to and during the work activities required in confined spaces; i.e.

- Air Sampling
- Air Monitoring
- Personal Air Monitoring
- No employee to enter suffering from claustrophobia
- Permits
- Standby present
- Self-contained breathing apparatus
- Lifeline etc.

25. Clarification

If the Mandatory requires clarification of any of the terms or provisions of this agreement, he should contact the Public Health, Safety & Wellness Sub-Directorate of the Employer.

26. Duration of agreement

This agreement shall remain in force for the duration of the work to be performed by the Mandatory and/or, while any of the Mandatory workmen would be present on the Employer's premises.

27. Headings

The headings as contained in this agreement are for reference purposes only and shall not be construed as having any interpretative value in them or as giving any indication as to the meaning of the contents of the paragraphs contained in this agreement.

Thus done and signed at on

--

For, and on behalf of the Employer

Date

NAME: _____
SIGNATURE: _____

--

for, and on behalf of the Mandatory

Date

NAME: _____
SIGNATURE: _____

--

Witness

Date

NAME: _____
SIGNATURE: _____

--

SAKHISIZWE LOCAL MUNICIPALITY
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CONSTRUCTION OF CALA SPORTS FIELD – PHASE 3

C1.5 : DISCLOSURE STATEMENT (PRO FORMA)
--

Date:

Contract:

Contractor:

Employer:

Employers Agent:

To whom it may concern

I am willing and available to serve as ad-hoc Adjudication Board Member in the abovementioned Contract.

In accordance with the General Conditions of Contract for Construction Works Adjudication Board Rules relating to the disclosure statements by selected or nominated persons to the adjudication, I hereby state that:

1. I shall act with complete impartiality and know of nothing at this time, which could affect my impartiality.
2. I have had no previous involvements in this project.
3. I do not have any financial interest in this project.
4. I am not currently employed by the Contractor, Employer or Employers Agent.
5. I do not have any financial connections with the Contractor, Employer or Employers Agent.
6. I do have or have not had a personal relationship with any authoritative member of the Contractor, Employer or the Employers Agent which could affect my impartiality.
7. I undertake to immediately disclose to the parties any changes in the above position which could affect my impartiality or be perceived to affect same.

Should there be any deviation from the foregoing statements, details shall be given.

I further declare that I am experienced in the work which is carried out under the Contract and in interpreting the contract documentation.

Name in full:

Signature:

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CONSTRUCTION OF CALA SPORTS FIELD – PHASE 3

C1.6 : ADJUDICATION BOARD MEMBER AGREEMENT (PRO FORMA)

This Agreement is entered into between:

Adjudication Board Member:

Name: _____

Physical Address: _____

Postal Address: _____

E-mail Address: _____

Facsimile Number: _____

Telephone Number: _____

Mobile Number: _____

Contractor:

Name: _____

Physical Address: _____

Postal Address: _____

E-mail Address: _____

Facsimile Number: _____

Telephone Number: _____

Mobile Number: _____

Employer:

Name: _____

Physical Address: _____

Postal Address: _____

E-mail Address: _____

Facsimile Number: _____

Telephone Number: _____

Mobile Number: _____

The parties entered into a Contract

for _____

_____ (name of project) which provides that a dispute under or in connection with the General Conditions of Contract for Construction Works, Second Edition 2015 (GCC), must be referred to **ad-hoc adjudication**.

The undersigned natural person has been appointed to serve as Adjudication Board Member and together with the undersigned Parties agree as follows:

8. The Adjudication Board Member accepts to perform his duties in accordance with the terms of the Contract, the GCC, Adjudication Board Rules and this Agreement.
9. The Adjudicator undertakes to remain independent and impartial of the Contractor, Employer and Employers Agent for the duration of the Adjudication Board proceedings.
10. The Adjudication Board Member agrees to serve for the duration of the Adjudication Board proceedings.
11. The parties may at any time, without cause and with immediate effect, jointly terminate this Agreement.
12. Unless the Parties agree, the Adjudication Board Member shall not act as arbitrator or representative of either Party in any subsequent proceedings between the Parties under the Contract. No Party may call the Adjudication Board Member as a witness in any such subsequent proceedings.
13. The standing Adjudication Board's duties shall end upon the Adjudication Board Member(s) receiving notice from the Parties of their joint decision to disband the Adjudication Board.
14. The Adjudication Board Member shall be paid in respect of time spent upon or in connection with the adjudication including time spent travelling:
15. A monthly retainer of _____ (amount) for _____ (number of months), and/or
16. A daily fee of _____ (amount) based on a _____ (number) hour day, and/or
17. A hourly fee of _____ (amount), and/or
18. A non-recurrent appointment fee of _____ (amount) which shall be accounted for in the final sums payable.
19. The Adjudication Board Member's expense incurred in adjudication work shall be reimbursed at cost. Upon submission of an invoice for fees and expenses to the Parties, the **(Contractor/Employer*)** shall pay the full amount within 28 days of receipt of the invoice and shall be reimbursed by the other Party by half the amount so that fees and expenses are borne equally by the Parties. This Agreement is entered into:

Contractor's signature: _____

Contractor's Name: _____

Place: _____

Date: _____

Employer's signature: _____

Employer's Name: _____

Place: _____

Date: _____

Adjudication Board Member's signature: _____

Adjudication Board Member's Name: _____

Place: _____

Date: _____

*** Delete the inapplicable party**

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C1.7 : CONFIRMATION OF RECEIPT OF CONTRACT (PRO FORMA)

CONFIRMATION OF RECEIPT

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

The(day) of (month) (year)

At (place)

It is hereby agreed that the official commencement date of the contract will be:

The(day) of (month) (year)

SIGNED ON BEHALF OF/BY THE CONTRACTOR:

NAME

SIGNATURE

CAPACITY

SIGNED BY WITNESS:

NAME

SIGNATURE

SAKHISIZWE LOCAL MUNICIPALITY

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CONSTRUCTION OF CALA SPORTS FIELD – PHASE 3

CONTRACT PART 2 (OF 4) : PRICING DATA
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C2.1 Pricing Instructions

C2.2 Bill of Quantities

SAKHISIZWE LOCAL MUNICIPALITY

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CONSTRUCTION OF CALA SPORTS FIELD – PHASE 3

C2.1.1 PREAMBLE TO THE BILL OF QUANTITIES

C2.1.1.1 The method of measurement published by the South African Bureau of Standards in

C2.1 : PRICING INSTRUCTIONS

Clause 8 of the Standardised Specifications for Civil Engineering Construction is applicable, subject to the variations and amendments contained in the section “Applicable SABS 1200 standardised specifications”.

C2.1.1.2 Descriptions in the Schedule/Bill of Quantities are abbreviated and comply generally with those in the Standardised Specifications. Clause 8 of each Standardised Specification, read together with the relevant clauses of the Scope of Work, set out what ancillary or associated activities are included in the rates for the operations specified. Should any requirements of the measurement and payment clause of the applicable Standardised Specification, or the Scope of Work, conflict with the terms of the Schedule/Bill, the requirements of the Standardised or Scope of Work, as applicable, shall prevail.

A payment reference column is provided in the BOQ to assist the Tenderer when pricing this tender. Certain items may not have a payment reference, and the onus is on the tenderer to refer to the relevant specifications as stated above to ensure that the item is priced correctly. If in doubt the tenderer shall preferably seek clarification or else qualify any assumptions made.

C2.1.1.3 The tender/contract is subject to the PPPFA Regulations of 2022 and the requirements of the Sakhisizwe Local Municipality’s Supply Chain Management Policy. It is an express condition of this contract that a minimum of 30% of the total project value must be directed towards poverty alleviation initiatives aimed at uplifting economically disadvantaged communities within the Sakhisizwe Local Municipality (SLM). (See Appendix G for a detailed breakdown)

This commitment includes:

Employment creation: Prioritizing the hiring of unskilled and semi-skilled labour from designated disadvantaged wards within SLM.

Local procurement: Sourcing materials, goods, and services from small-scale local suppliers to stimulate township and rural economies.

Plant hire: Engaging local plant hire businesses within SLM to retain economic benefits within the community.

Skills development & training: Providing on-site capacity-building programs, apprenticeships, and vocational training to enhance employability and long-term job sustainability.

Social inclusion: Allocating employment opportunities to military veterans, youth, women, and people with disabilities, particularly in roles such as Occupational Health & Safety (OHS) and site support services.

Contractors are required to adhere to these poverty alleviation targets, ensuring that employment, training, and economic participation benefits directly support vulnerable groups and contribute to sustainable livelihoods. Non-compliance with these targets will result in contractual penalties, as stipulated in the contract.

Furthermore:

All unskilled and semi-skilled labour must be sourced exclusively from within SLM boundaries.

A portion of the work must be subcontracted to local businesses, including EMEs/QSEs registered as CE1s and CE2s where relevant, to further support small business growth in disadvantaged areas.

Local content requirements remain mandatory, ensuring that materials and services are sourced locally to maximize economic impact.

These commitments form part of the “specific goals” as per Section 2(1)(d) of the Act, emphasizing poverty alleviation, job creation, and inclusive economic participation within the municipality.

In addition, all unskilled and semi-skilled labour must be sourced from within the SLM boundaries. Further, this work is to be subcontracted in a minimum of 2 work packages to EMEs / QSEs registered as CE1s and CE2s. There is also a requirement for local content. The requirement for the use of local labour and local content form part of the requirements for “specific goals” (in terms of section 2(1)(d) of the Act).

In the subcontract agreement, the successful tenderer is to clearly state the scope of the work to be subcontracted in each specific package identified by the successful tenderer. The sub-contract agreement must be in the form published by SAFCEC or the GCC of Sub-contract for Construction Works 2018 and in line with the terms and conditions of the main contract. A copy of the sub-contract agreement must be submitted to the Employer’s Agent prior to finalising the agreement with the sub-contractor. Any unfair sub-contracting practices will not be permitted.

The successful tenderer will only be informed after the award of the selected EMEs/QSEs provided by the Local Municipality. Packages must be negotiated with the EMEs/QSEs and any variance in the tendered rates and EME/QSE rates must be absorbed by the Contractor. This provision is to avoid the Contractor tendering unrealistically low rates for works carried out by EME/QSEs.

Provision for an additional Lump Sum item will be made in the Preliminary and General Items for the tenderer to price for the management of EMEs/QSEs in terms of Appendix G of the Tender Document.

Provision for an item is also made in the Summary of the BOQ for the mark up on the value of works carried out by EMEs/QSEs under this provision. This item will cover all other costs and profits on the value of this work (whether it be works, supply of goods or services, or labour only contracts).

No other additional costs will be entertained as a result of these requirements. In addition, should EMEs/QSEs carry out any works measured under provisional / prime costs sums where the Contractor has had the opportunity to tender a mark-up on these provisional / prime cost sums, the Contractor will not be eligible to claim the mark up on the provisional / prime cost sum. The Contractor will however be entitled to the mark up tendered for works carried out by EMEs/QSEs.

- C2.1.1.4 The clauses in a specification in which further information regarding the schedule/bill item can be obtained appear under “Reference clause” in the Schedule. The reference clauses indicated are not necessarily the only sources of information in respect of schedule items. Further information and set specifications may be found elsewhere in the contract documents. Standardised Specifications are identified by the letter or letters which follow SABS in the SABS 1200 series of specifications, e.g. G for SABS 1200 G.
- C2.1.1.5 Unless otherwise stated, items are measured nett in accordance with the drawings, and no allowance is made for waste.
- C2.1.1.6 The quantities set out in the Schedule/Bill of Quantities are the estimated quantities of the Contract Works, but the Contractor will be required to undertake whatever quantities may be directed by the Employer’s Agent from time to time. The Contract Price for the completed contract shall be computed from the actual quantities of work done, valued at the relevant unit rates and prices.
- C2.1.1.7 The prices and rates to be inserted in the Schedule/Bill of Quantities are to be the full inclusive prices for the work described under the several items. Such prices and rates shall cover all costs and expenses that may be required in and for the execution of the work described, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the documents on which the tender is based, as well as overhead charges and profit. Reasonable prices shall be inserted as these will be used as a basis for assessment of payment for additional work that may have to be carried out.
- C2.1.1.8 A price or rate is to be entered against each item in the Schedule/Bill of Quantities, whether the quantities are stated or not. An item against which no price is entered will be considered to be covered by the other prices or rates in the Schedule.
- C2.1.1.9 Except where rates only are required, the Tenderer shall insert all amounts to be included in his total tendered price in the “Amount” column and show the corresponding total tendered price.
- C2.1.1.10 All prices or rates inserted in the Bill of Quantities shall be EXCLUDING VAT. Provision has been made on the Summary Page, of the Bill of Quantities, for the addition of VAT.
- C2.1.1.11 Arithmetical errors of responsive tenders will be corrected in the following manner as per sub-clause 5.9 of the tender conditions:
- Where there is a discrepancy between the amounts in figures and the amount in words, the amount appearing in the summary to the Pricing Schedule shall govern.
 - If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the unit rate shall govern and the line item total shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted and the unit rate shall be corrected.

- Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall be corrected.
- Where the unit rates are imbalanced adjust such rates by increasing or decreasing them and selected others while retaining the total of the prices derived after any other corrections made under (a) and (b) above

Should a tenderer be unwilling to make the corrections ordered by the Employer's Agent, the tender may be disqualified.

C2.1.1.12 The units of measurement described in the Schedule/Bill of Quantities are metric units. Abbreviations used in the Schedule/Bill of Quantities are as follows :

mm	=	millimetre	h	=	hour
m	=	metre	kg	=	kilogram
km	=	kilometre	t	=	ton (1 000 kg)
m ²	=	square metre	No.	=	number
m ² .pass	=	square metre-pass	sum	=	lump sum
ha	=	hectare	p.day	=	person day
m ³	=	cubic metre	MN.m	=	MegaNewton-metre
Mth	=	Month	P C sum	=	Prime Cost sum
ℓ	=	litre	Prov sum	=	Provisional sum
kℓ	=	kilolitre	%	=	per cent
ML	=	Mega litre	kW	=	kilowatt
MPa	=	Mega Pascal			

SAKHISIZWE LOCAL MUNICIPALITY

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CONSTRUCTION OF CALA SPORTS FIELD – PHASE 3

C2.2: BILL OF QUANTITIES
--

BILL OF QUANTITIES - CIVIL AND BUILDING WORKS						
ITEM	PAYMENT	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
		SECTION 1: PRELIMINARY AND GENERAL				
	SABS 1200 A	PRELIMINARY AND GENERAL				
1,1	8,3	FIXED-CHARGE ITEMS				
1.1.1	8.3.1	Contractual Requirements	Sum	1,00		
	8.3.2	Establish Facilities on the Site :				
	8.3.2.1	Facilities for Engineer				
1.1.2		a) Furnished Office	Sum	1,00		
1.1.3		b) 1 No. Nameboards	No	1,00		
1.1.4		c) Survey	Prov. Sum	1,00	30 000,00	30 000,00
1.1.5		d) Living accommodation	Prov. Sum	1,00	30 000,00	30 000,00
1.1.6		e) Provision of cell phone including calls and data	Prov. Sum	1,00	12 000,00	12 000,00
1,2	8.3.2.2	Facilities for Contractor				
1.2.1		a) Offices and storage sheds	Sum	1,00		
1.2.2		b) Ablution and latrine facilities	Sum	1,00		
1.2.3		c) Provision of personal protective clothing	Sum	1,00		
1.2.4		d) Conference table for meetings	No.	1,00		
1.2.5		e) Fire extinguisher 9kg all purpose dry powder complete mounted on wall with brackets	No.	3,00		
1,3	8,4	TIME-RELATED ITEMS				
1.3.1	8.4.1	Contractual Requirements	month	8,00		
1.3.2		Provision of full time Health and Safety Officer	month	8,00		
1.3.3		Environmental compliance	month	8,00		
1.3.4		Maintain Occupational Health and Safety Plan as for item 1.1.18.	month	8,00		
1,4	8.4.5	Other time-related obligations				
1.4.1		Contractors initial obligations in respect to the OH&S Act Regulations including Covid 19 Regulations	Sum	1,00		
1.4.2		Contractors initial obligations in respect to the Environmental compliance	Sum	1,00		
1	CARRIED FORWARD					

1	BROUGHT FORWARD					
1,5	8,5	SUMS STATED PROVISIONALLY BY THE ENGINEER				
1.5.1		Accredited training	Prov Sum	1,00	150 000,00	150 000,00
1.5.2		Contractor's overheads, charges and profit on Item above	%	150 000,00		
1.5.3		Remuneration for Community Liaison Officer (CLO)	Prov Sum	1,00	48 000,00	48 000,00
1.5.4		Contractor's overheads, charges and profit on Item above	%	48 000,00		
1.5.5		Remuneration for Community PSC	Prov Sum	1,00	14 000,00	14 000,00
1.5.6		Percentage adjustment to item above	%	14 000,00		
1	TOTAL CARRIED TO SUMMARY					

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	SECTION 3: POWER & LIGHTING INSTALLATION				
3.1	Provisional and General Items	Prov.Sum	1,00	203 373,00	203 373,00
3.2	Changeroom	Prov.Sum	1,00	87 917,00	87 917,00
3.3	Gatehouse	Prov.Sum	1,00	29 300,60	29 300,60
3.4	Infrastructure	Prov.Sum	1,00	2 361 667,00	2 361 667,00
3.5	Handling Costs & Profit in respect of item 3.1, 3.2, 3.3 & 3.4 above	%	2 682 257,60		
3					

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	SECTION 4: PIPE TRENCHES				
4,1	SITE CLEARANCE				
4.1,1	Remove topsoil to depth of 100mm on pipeline route, stockpile, maintain and reinstate	m³	400,00		
4,2	EXCAVATION				
	Excavate in all materials for trenches backfill, compact, and dispose of surplus/unsuitable material, for pipes: up to and including 63 mm diameter for total trench depth:				
4.2,1	Exceeding 0,0 m but not exceeding 0,5 m	m³	35,10		
4.2,2	Exceeding 0,5 m but not exceeding 1,0 m	m³	210,60		
4.2,3	Extra-over items 4,2,1 to 4,2,2 incl. for (prov):				
4.2,3,1	Hard rock excavation	m³	3,50		
4.2,3,2	Bolder excavation (All sizes)	m³	4,90		
4.2,3,3	Disposal of boulders and rock.	m³	1,40		
4,3	Excavate and dispose of unsuitable material from trench bottom (Provisional)	m³	4,70		
4,4	Excavate in all materials for valve and meter chambers, and other minor structures outside the limits of the trench excavation, backfill and compact and dispose of surplus/unsuitable material	m³	3,38		
4,5	Extra-over items 4,3 to 4,4 incl. for (prov):				
4.5,1	Hard rock excavation	m³	1,00		
4,6	Backfill and compact by Hand (Labour Intensive Construction) in all materials for pipes up to and including 63 mm diameter for total trench depth:				
4.6,1	Exceeding 0,0 m but not exceeding 0,5 m	m³	35,10		
4.6,2	Exceeding 0,5 m but not exceeding 1,0 m	m³	210,60		
4,7	EXCAVATION ANCILLARIES				
	Make up deficiency in backfill material (Provisional)				
4.7,1	from other necessary excavations on site	m³	17,55		
4.7,2	by importation from designated borrow pits	m³	11,70		
4.7,3	by importation from commercial or off-site sources selected by the Contractor	m³	5,85		
4.7,4	Compaction in road reserves	m³	3,90		
4,8	EXISTING SERVICES				
	Services that intersect a trench				
4.8,1	Cables	No	1,00		
4.8,2	Cables	m	5,00		
4.8,3	Stormwater pipes up to 900 mm	No	1,00		
4,9	Services requiring special care				
4.9,1	1) Eskom	Sum	1,00		
4,10	FINISHINGS				
	Reinstate road surfaces				
4.10,1	b) Gravel surfaced	m²	4,60		
4.10,2	e) Gravel shoulders	m²	1,30		
4					

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	SECTION 5: MEDIUM-PRESSURE PIPELINE				
5,1	HDPE PIPES				
	Supply, handle, bed, lay and test HDPE PE100 pipes complete with couplings for: (SABS ISO 4427 - 1996)				
	Class 10				
5,1,1	32 mm diameter	m	300,00		
5,1,2	40mm diameter	m	100,00		
5,1,3	50mm diameter	m	120,00		
5,2	Bed pipes using hand labour (Labour Intensive Construction) for reticulation from reservoirs, as follows:				
	Class 10				
5,2,1	32 mm diameter	m	300,00		
5,2,2	40mm diameter	m	100,00		
5,2,3	50mm diameter	m	120,00		
5,3	DISINFECT PIPELINES				
5,3,1	HDPE pipeline	Sum	1,00		
5					

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	SECTION 6: PIPE FITTINGS				
6,1	SPECIALS AND FITTINGS				
	Supply, lay, and bed, joint, incl cut pipes to length where required, test and disinfect:				
	HDPE pressure fittings				
	45° Elbow PN10				
6,1,1	a) 32mmØ	No	2,00		
6,1,2	b) 40mmØ	No	2,00		
6,1,3	c) 50mmØ	No	2,00		
6,2	90° Elbow PN10				
6,2,1	a) 32mmØ	No	1,00		
6,2,2	b) 40mmØ	No	1,00		
6,2,3	c) 50mmØ	No	4,00		
6,3	Equal Tee PN10				
6,3,1	a) 32mmØ	No	2,00		
6,3,2	b) 50mmØ	No	1,00		
6,4	Reducing Coupling PN10				
6,4,1	a) 40mmØ x 32mmØ	No	1,00		
6,4,2	b) 50mmØ x 32mmØ	No	1,00		
6,4,3	c) 50mmØ x 40mmØ	No	1,00		
6					

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	SECTION 7: BEDDING (PIPES)				
7,1	BEDDING				
	Available from trench within 0,5 km (Subclause 3.4)				
7,1,1	a) Selected granular material	m³	61,50		
7,1,2	b) Selected fill material	m³	46,80		
7,2	Imported from				
	a) Other necessary excavations within 0.5 km (Provisional)				
7,2,1	1) Selected granular material	m³	6,20		
7,2,2	2) Selected fill material	m³	4,70		
7,3	b) Borrow pits (Provisional)				
7,3,1	1) Selected granular material	m³	3,10		
7,3,2	2) Selected fill material	m³	2,30		
7,4	c) Commercial sources (Provisional)				
7,4,1	1) Selected granular material	m³	3,10		
7,4,2	2) Selected fill material	m³	3,20		
7					

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	SECTION 8: AIR, SCOUR, ISOLATION & PRESSURE REDUCING VALVE INSTALLATION				
8,1	ISOLATING VALVE INSTALLATIONS				
	Supply and install complete isolation valve installation . RSV gate valve or similar approved with flanged ends and a cap top for key operation for the following diameters, including specials and fittings.				
8,1,1	a) 32mm diameter Class 16	No	2,00		
8,1,2	b) 40mm diameter Class 16	No	1,00		
8,1,3	c) 50mm diameter Class 16	No	3,00		
8,2	Supply all materials and construct isolation valve chamber complete as detailed on Drawing for all pipeline cover depths. (supply and installation of valve marker posts measured separately):	No	6,00		
8,3	FLOW METER INSTALLATIONS				
8,3,1	Supply and install an Elster H5000 or similar approved water meter on a 50mm diameter pipe, installed to the manufacturer's specifications, and supply all materials and construct a flow meter chamber complete as detailed on Drawing for all pipeline cover depths.	No	1,00		
8					

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	SECTION 9: SUNDRIES				
9,1	ANCHOR/THRUST BLOCK				
	Construct Type 2 anchor/thrust blocks to Drawing				
	For tees end caps and 90 degree bends:				
9,1,1	a) 32, 40, & 50mm diameter	No	5,00		
9,2	For lesser bends:				
9,2,1	a) 32, 40, & 50mm diameter	No	8,00		
9,3	Reducing Coupling PN10				
9,3,1	a) 40mmØ x 32mmØ	No	1,00		
9,3,2	b) 50mmØ x 32mmØ	No	1,00		
9,3,3	c) 50mmØ x 40mmØ	No	1,00		
9,4	Supply and install Master ""Discus"" high security lock type code 370 or similar approved - to Engineers Approval	No	3,00		
9,5	TAPSTAND				
9,5,1	a) Construct standpipes complete with insitu constructed concrete trough as set out in drawing, including compression Tee on the main supply line.	No	4,00		
9,6	TANK ANCILLARIES				
9,6,1	Supply and install a 10 000 litre roto-moulded plastic tank, or an approved equivalent, complete with lid and four galvanised stay wires, each 2.5 m long, connected to the tank, including four eye bolts cast into concrete.	No	1,00		
9,6,2	Supply and install the specified 0.5 kW motor pump in accordance with the approved drawings. The installation shall include all necessary electrical wiring, connections, and commissioning to ensure proper operation. All work must comply with the relevant standards and regulations, including securing the pump cage.	No	1,00		
9					

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	SECTION 11: MAIN GRAND STANDS				
	EARTHWORKS				
11.1	EXCAVATION				
	a) Excavate in all materials for trenches, backfill, compact and dispose of surplus material:				
11.1.1	Over 0 m and up to 1 m	m ³	21,00		
11.1.2	c) Excavate and dispose of unsuitable material from trench bottom	m ³	4,00		
	EXCAVATION ANCILLARIES				
	Make up deficiency in backfill material:				
11.1.3	a) from other necessary excavations on site.	m ³	6,00		
11.2	Concrete Base				
11.2.1	a) class 25/19 concrete base course	m ³	14,00		
11.3	Formwork to cast-in-situ concrete:				
11.3.1	a) To sides with formwork on the internal face only	m ²	20,00		
11.3.2	b) To ends of slabs	m ²	20,00		
11.4	Steel reinforcement:				
11.4.1	Welded steel fabric, mesh ref 395	kg	200,00		
11.5	STEELWORK GRAND STAND				
11.5.1	Structure 24 x 4.5 x 5m steel material with steatin and steps	Prov.Sum	1,00	R 1 458 080,00	R 1 458 080,00
11.5.2	Labour and Installation	Prov.Sum	1,00	R 1 067 000,00	R 1 067 000,00
11.5.3	Painting, Paint supply and apply	Prov.Sum	1,00	R 96 000,00	R 96 000,00
11.5.4	Roof sheeting supply and install	Prov.Sum	1,00	R 465 000,00	R 465 000,00
11.5.5	Handling Cost & Profit in terms of item 5.5.1 to 5.5.4 above	%	3 086 080,00		
11					

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	SECTION 12: GABION RETAINING WALL				
12	GABIONS				
12.1	Gabion baskets 2m x 1m x 0.5m	m3	50,00		
12.2	150mm thick Gabion Stone	m3	50,00		
12.3	Backfilling behind gabion baskets	m3	34,00		
12					

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	SECTION 13: WALK WAY				
13	Walk Way (170m x 1.5m)				
13.1	Clearing & Grubbing	m2	225,00		
13.2	Bedding Preparation Compacted to 90% Mod AASHTO	m3	58,65		
13.3	Supply & Install Fig 11 Kerbs	m	340,00		
13.4	Import and Lay G6 Material and compact to 93% Mod AASTHO	m3	38,25		
13.5	Supply and Lay 20mm sand bedding	m3	5,10		
13.6	Supply and install 60mm zig-zag grey interlocking block paving	m2	255,00		
13					

SAKHISIZWE LOCAL MUNICIPALITY CONSTRUCTION OF CALA SPORTS FIELD PHASE 3 PROJECT No.: SLM/SCM/76/2025/2026		
SUMMARY OF SECTIONS		
SECTION 1	PRELIMINARY AND GENERAL	AMOUNT
SECTION 2	SYNTHETIC RUNNING TRACK	
SECTION 3	POWER AND LIGHTING INSTALLATION	
SECTION 4	PIPE TRENCHES	
SECTION 5	MEDIUM-PRESURE PIPELINES	
SECTION 6	PIPE FITTINGS	
SECTION 7	BEDDING (PIPES)	
SECTION 8	AIR, SCOUR, ISOLATION & PRESSURE REDUCING VALVE INSTALLATION	
SECTION 9	SUNDRIES	
SECTION 10	ELEVATED STEEL TANK - (50KL)	
SECTION 11	MAIN GRANDSTAND	
SECTION 12	GABION RETAINING WALL	
SECTION 13	WALK WAY	
NETT TOTAL		
ADD : 10% CONTINGENCIES		
SUB TOTAL		
ADD : 15% VALUE ADDED TAX		
TOTAL SUM CARRIED TO FORM OF OFFER		

THE CONTRACT PRICE **IS** SUBJECT TO CONTRACT PRICE ADJUSTMENT IN TERMS OF CLAUSE 6.8.2 OF THE GENERAL CONDITIONS OF CONTRACT AND ANY AMENDMENTS THERETO.

SIGNATURE OF TENDERER:

ON BEHALF OF:

DATE:

PART C3: SCOPE OF WORKS

PROVINCE OF THE EASTERN CAPE
SAKHISIZWE LOCAL MUNICIPALITY
TENDER No.: SLM/SCM/76/2025/2026
CONSTRUCTION OF CALA SPORTS FIELD – PHASE 3

CONTRACT	
PART 3 (OF 4): SCOPE OF WORKS	
ITEM	
C3.1	DESCRIPTION OF THE WORKS
C3.2	ENGINEERING
C3.3	PROCUREMENT
C3.4	CONSTRUCTION
C3.5	PARTICULAR SPECIFICATION

C3.1: DESCRIPTION OF THE WORKS

C3.1.1 EMPLOYER'S OBJECTIVES

The Employer intends to provide residents of Cala and surrounding villages with sport infrastructure to ensure that the unearthed talent is sustainable.

Objectives during construction are to provide black economic enterprise contractors with a substantial portion of the work, provide training to local labour and to execute the work with a degree of safety.

C3.1.2 OVERVIEW OF THE WORKS

The scope of work proposed for this phase of the project can be broken down as follows:

- 50KL Elevated Galvanised Steel Tank on 15m Steel Stand
- 1.5m wide walkway with 60mm interlocking concrete paving bricks (35MPA) – 170m long
- Main Grandstand (400 seat capacity)
- 400mm wide, 1000mm high Gabion Retaining wall – 103m long
- 4 Floodlights, 25m high each with 4 Beka Omniblast 2-E Maxi 1408W (Optic 5359) LED Floodlights
- Running track

Details of the above works are indicated on the reduced scale tender drawings included as Volume 4 of the tender documentation.

C3.1.3 LOCATION OF THE WORKS

The proposed sports field facility is situated approximately 1.210 km South-West of Cala CBD.

Access is via the R410 and Tsitsa Roads and the location of the site is at the boundary of Cala Senior Secondary School.

The location and coordinates of the site is indicated below:

Co-ordinates	
Latitude	Longitude
31° 32' 10.4 "S	27° 41' 21.1 "E

Locality Map



C3.2 ENGINEERING

C3.2.1 Design Services and Activity Matrix

The following will be the responsibility of the Employer's Agent and the Contractor to attend to:

- Check for location of and protection of existing services by the Contractor.
- The contractor shall supply all details necessary to assist the engineer in the compilation of the as-built drawings.

C3.2.2 Drawings

It will be the Contractor's responsibility to produce any Bulk Earthworks drawings and variations to the designated as-built drawings.

C3.3 CONSTRUCTION

C3.3.1 Works Specifications

C3.3.1.1 Applicable Specification

The specification for the contract is the SANS 1040 National Building Regulations;

SANS 1200 A	1986	General
SANS 1200 AB	1986	Engineer's Office
SANS 1200 C	1980	Site Clearance (Amendment 1, 1982)
SANS 1200 D	1988	Earthworks (Amendment 1, 1990)
SANS 1200 DB	1989	Earthworks (Pipe Trenches)
SANS 1200 DM	1981	Earthworks (Roads Subgrade)
SANS 1200 G	1982	Concrete (Structural)
SANS 1200 H	1990	Structural Steelwork
SANS 1200 HA	1990	Steel (Structural)
SANS 1200 HC	1988	Steelwork Corrosion
SANS 1200 L	1983	Medium-Pressure Pipelines
SANS 1200 LB	1983	Bedding (Pipes)
SANS 1200 M	1996	Roads (General)

The specification for the contract is the SANS 1040 National Building Regulations;
COLTO Standard Specification for Road and Bridge Works for State Authorities 1998 (Green Book) for Civil Engineering Construction.
Norms and Standards for Sport and Recreation Infrastructure Provision and Management Volume 2 - Technical Specification (Department of Sport and Recreation – South Africa)
Department of Transport: Guidelines for upgrading of low volume roads (RR92/466/2). Drainage Manual Application Guide, SANRAL, 2013.
Reinforced Concrete Design – SANS 0100
Civils works must comply with SANS 1200
Accuracy Level 2 NHBRC Building Regulations

C3.3.1.1.1 Applicable Technical Recommendations (TRH)

3. TRH17: Geometric Design of Rural Roads (1988).
4. TRH 4: Structural Design of Flexible Pavements for Interurban and Rural Roads (1966).
5. TRH 2: Geotechnical and Soil Engineering Mapping for Roads and the Storage of Materials Data (1978).

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 an accredited commercial laboratory approved by the Employer' 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 sport field.

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 care should be taken working underneath overhead lines and along or adjacent to the sewer and water pipelines.

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 off 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 SANS.

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 bench marks is correct and to use these bench marks for setting out.

C3.4. Particular Specifications

- C3.4.1 Variations and Additions to Standard Specification
- C3.4.2 Health & Safety Specification
- C3.4.3 Environmental Management Plan
- C3.4.4 Drawings List

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.

SANS 1200 A: GENERAL

A 3 MATERIALS

PS A 3.1 QUALITY

Substitute the second sentence of the first paragraph of A 3.1 with the following:
Materials shall bear the official mark of the appropriate standard. (SABS Specifications)
Substitute the second paragraph with the following:

The Contractor is responsible for the cost of all testing to ascertain that the materials do comply with the specified minimum requirements of the relative materials and no additional payment will be made for such testing.

The Contractor shall inform the Engineer of any control testing and inspections for quality approval to be done at least 5 working days before such tests are required and must allow in his program for the time necessary for the tests and the processing of the results thereof.

The handling, storage, transport and erection of equipment, machinery and material shall strictly be in accordance with the requirements of the supplier and or manufacturer. No additional payment will be made for the handling, storage, transport and erection of equipment, machinery and material other than that provided for within the bill of quantities.

All materials shall be new and of the best quality available unless otherwise specified. It must function satisfactorily under prevailing climate and weather conditions at the place of installation.

PS A 3.3 DELAY DUE TO SUPPLY OF MATERIALS

Add new sub clause A 3.3:

The Contractor shall ensure that the work is not delayed, due to the lack of materials on the site of the Works, by placing orders with suppliers for the required materials timeously.

A 4 PLANT

PS A 4.2 CONTRACTOR'S OFFICES, STORES AND SERVICE

Add the following to A.4.2:

Areas occupied by the camp shall be fenced and gates provided. Rubbish shall not be allowed to accumulate and materials and plant and equipment shall be neatly arranged in a workmanlike manner.

The housing of the Contractor's employees on site is not allowed.

The Contractor shall make his own arrangements for housing his employees and transporting them to and from the site. The Contractor is responsible in all respects for the housing and transporting of his employees and for the arrangement thereof, and no extension of time due to any delays resulting from this will be granted.

Except for the necessary security personnel, no person shall be allowed on the construction site after normal working hours.

The exact position of the construction camp will be determined by the client.

Add new sub clause A 4.3:

The Contractor shall provide and maintain all hand tools required for the execution of the Works and all such costs shall be deemed to be included in the tendered rates and no separate payment will be made for it.

PS A 4.4 MEDICAL FACILITIES AND SAFETY EQUIPMENT

Add new sub clause A 4.4:

In addition to the requirements stipulated within the Contract, the Contractor shall provide a First Aid cabinet fully equipped and maintained with the minimum contents as listed in the Annexure (Regulation 3) to the General Safety Regulations of the Occupational Health and Safety Act (Act 85 of 1993), to deal with accidents and ailments which are likely to occur during the construction period.

The Contractor shall provide personal safety equipment and facilities as required by Regulation 2 of the General Safety Regulations of the Occupational Health and Safety Act (Act 85 of 1993) and the specific safety requirements of the client as required in terms of the contract.

The Contractor shall designate his Safety Officer and Qualified First Aider. The Contractor shall give copies of the minutes of the site safety meetings to the Engineer.

A 5 CONSTRUCTION

A 5.1 SURVEY

PS A 5.1.1 Setting Out of Works

Substitute the first sentence in A 5.1.1 with the following:

Setting out of the works must be done by a registered land surveyor and provision must be made to stake pegs for excavation and placement of services within excavations. Setting out of the works is the sole responsibility of the Contractor and shall be checked against survey pegs along erf reserve boundaries and from benchmarks being placed by a registered land surveyor. The Contractor shall, within two (2) weeks after all the drawings are in their possession or the site has been handed over to him, ascertain himself of the correctness of all pegs and benchmarks. Any discrepancy shall immediately be reported in writing to the Engineer. Any costs or subsequent costs arising from discrepancies, which had not been reported to the Engineer within the aforementioned period, shall be the sole responsibility of the Contractor.

The Engineer may alter any part of the Works to suit local conditions. The Contractor must therefore contact the Engineer immediately after the preliminary setting out of any part of the Works before starting with detail setting out, or construction. Only after the Engineer has approved a specific site or part of the Works may the detail setting out and construction commence.

PS A 5.2 WATCHING, BARRICADING, LIGHTING AND TRAFFIC CROSSINGS

Add the following to A 5.2:

The crossing of main streets must be done in half widths while the total traffic is accommodated on the other lane.

Road traffic signs shall comply with the requirements of the "South African Road Traffic Signs Manual" and shall be approved by the Engineer before construction commences. Add the following to A 5.4:

It can be expected that existing services will be encountered. The Contractor must determine as far as is possible in conjunction with the relevant authorities the location of the various services. Special care must be taken to avoid disrupting these services. The cost of locating and protecting the services shall be deemed to have been included in the rates. The approximate locations of known services are indicated on the drawings. Electricity, Telkom, water and sewerage services can be expected.

The Contractor shall as soon as possible after handing over of the site, commence with the detection of existing services, continue with it without interruption and finalise it at least 7 days before excavation starts at that particular section.

Detected services must be indicated on the As-Built drawings.

PS A 5.8 GROUND AND ACCESS TO WORKS

Add the following to A 5.8:

The Contractor shall maintain adequate access to all public and private property at all times unless otherwise sanctioned by the Engineer. Details of the proposed methods of providing access shall be submitted to the Engineer for approval before such access is restricted. Any claims arising from impeded accesses shall be wholly the responsibility of the Contractor.

PS A 5.9 DISRUPTION OF BASIC WATER SUPPLY

When the water supply to a specific area must be disrupted due to execution of works, the Contractor must give a written notice to the Employer and the involved users at least 48 hours before the water will be shut down. The Contractor must also give a clear indication of the duration of the water supply disruption.

A 7 TESTING

PS A 7.4 STATISTICAL ANALYSIS OF CONTROL TESTS

Substitute A7.4 with the following:

Test results shall not be evaluated by statistical methods. All results shall comply with the specified minimum requirements of the materials concerned and the tendered rates for the individual items shall include the tests to prove that the item complies with the requirements.

A 8 MEASUREMENT AND PAYMENT

A 8.2 PAYMENT

PS A 8.2.1 Fixed charge and value - related items

The sums tendered for fixed charge and value related items would not be increased should extension of time be allowed for completion of the Contract.

PS A 8.2.2 Time related items

The tendered amount for a time related item will be increased if an extension of time for the completion of the works is awarded on the condition that the activity related to the item tendered for must be sustained during the extended period.

The ratio between the increased amount for a time related item and the tendered amount must be the same as the ratio between the extension of the time period for the completion of the works and the original time period allowed for completion of the works.

If the works is completed before the end of the original time period allowed for completion of the works, the tendered amount of a time related item that is influenced by the earlier completion will be reduced similarly.

The payment to the Contractor for time-related items shall be adjusted in accordance with the following formula in the event of the contract being extended.

PS A 8.2.5 Adjusted Payment for Time-related Items

The payment to the Contractor for time-related items shall be adjusted in accordance with the following formula in the event of the contract being extended by means of a variation order:

Sum of Tendered amounts for time-related items

X

Extended contract period as authorised by
variation order

Tendered contract period

The above-mentioned adjustment of the payment for time-related items shall be made in the Completion Payment Certificate and shall be the only payment for additional time-related costs.

PS A 8.3.6 Compliance with Environmental Management Programme Unit: Sum

Add new payment clause A 8.3.6:

The tendered rates shall include full compensation to the Contractor for compliance with all the requirements of the Environmental Management programme.

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

For the purposes of calculating the total standing time cost, a working week shall be held to consist of five working days and a working day of 8 hours.

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

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

The Contractor shall take note that this payment item shall only apply to delays which, in the opinion of the Engineer, are incurred as a result of riot, commotion, politically motivated sabotage and acts of terrorism or disorder outside the Contractor's control. This item shall also apply to standing time incurred as a result of labour boycotts, except that only sub-items (a) and (c), as applicable, will be paid

where the Contractor did not pay his labour for the time boycotted. Costs for delays incurred for all other circumstances shall be treated as provided for in the conditions of contract.

The provision of this clause shall in no way prejudice the right of either the Employer or the Contractor to determine the contract in terms of the provisions of clause 9.3, 10.2 and 10.3 of the general conditions of contract.

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

In the event that GCC clause 5.13.1 becomes applicable, the time on which such penalties are calculated shall be reduced by the total standing time approved by the Engineer.

PS A 8.5 SUM STATED PROVISIONALLY BY ENGINEER

Add new payment clauses:

PS A 8.5.1 Community Liaison Officer.....Unit: Prov sum

A provisional sum has been included in the Bill of Quantities for a salary to be paid to the Community Liaison Officer.

In addition to the above amount, provision is made in the Bill of Quantities for a mark-up on the amount to be paid. The mark-up shall be regarded as full compensation for overheads, charges and profits as provided for in Clause 6.6 of the General Conditions of Contract for Construction Works (Third Edition, 2015)

PS A 8.5.2 Charge required by Contractor on sub-item aboveUnit: %

A provisional sum has been included in the Bill of Quantities for a salary to be paid to the Community Liaison Officer.

In addition to the above amount, provision is made in the Bill of Quantities for a mark-up on the amount to be paid. The mark-up shall be regarded as full compensation for overheads, charges and profits as provided for in Clause 6.6 of the General Conditions of Contract for Construction Works (Third Edition, 2015)

PS A 8.5.3 Additional Material Testing by Commercial Laboratories Unit: Prov sum

A provisional sum is allowed for additional material testing requested by the Engineer by commercial laboratories.
Material testing done by the Contractor should be included in other relevant items.

PS A 8.5.4 Charge Required by Contractor on Sub Item aboveUnit: %

A percentage of the payment made to the additional testing will be paid to the Contractor. The rate shall cover the contractor's overheads, charges and profit on payment for the item.

PS A 8.5.5 Mechanical and Electrical work to be completed by Sub-contractor.Unit: Prov sum

A provisional sum is allowed for Mechanical and electrical work to be completed at six (6) existing boreholes (BH016, BH04, MISA,BH-WR04 (4) new boreholes

PS A 8.5.6 Charge Required by Contractor on Sub Item above.....Unit: %

A percentage of the payment made to the Mechanical and electrical Sub-contractor will be paid to the Contractor. The rate shall cover the contractor's overheads, charges and profit on payment for the item.

PS A 8.5.7 Electrical work at boreholes to be completed by Sub-contractor...Unit: Prov sum

A provisional sum is allowed for electrical work to be completed at four (4) existing boreholes (BH016, BH04, MISA,BH-WR04), for electrical cabling to be disconnected/connected in order for civil work to be completed.

PS A 8.5.8 Charge Required by Contractor on Sub Item above.....Unit: %

A percentage of the payment made to the electrical Sub-contractor will be paid to the Contractor. The rate shall cover the contractor's overheads, charges and profit on payment for the item.

PS A 8.7 DAYWORK

Replace A 8.7 with the following:

Day work will be paid according to the percentage allowance method. For calculating the total remuneration, the General Conditions of Contract for Construction Works, second edition (2010) shall apply, with the amendments as in the appropriate special conditions of contract which is bound into this document. A day work schedule will be provided for filling in the necessary information.

PS A 8.8 TEMPORARY WORKS

PS A 8.8.2 Accommodation of Traffic Unit: Sum

Add the following to A 8.8.2:

The rate shall cover all costs pertaining to the provision, erection, moving, re-erection and maintenance of all temporary barricades, road signs, lights, flagmen, etc. as required, for the guarding and protection of the works, for the construction, gravelling and maintenance of access roads, borrow pits or spoil sites. The rate will also cover the later removal or the cleaning and tidying up thereof, for making the necessary traffic arrangements and arrangements regarding the moving and/or re-erection of existing traffic signs, as well as all other costs to accommodate the traffic during construction.

PS A 8.8.4 Existing Services Unit: Sum

Add the following to A 8.8.4:

Where the Contractor is responsible for the cost of repairs carried out by the Employer or others, the costs will be recovered by means of a deduction from the Contractor's monthly payment certificate. The Employer will attend to the payment of monies due to others, and compilation of a list, all in accordance with the requirements as set out in clause A 5.1.2.

PS A 8.9 COMPLIANCE WITH OHS ACT AND CONSTRUCTION REGULATIONS 2014

PS A 8.9.1 Adhere to Health and Safety Measures Unit: Sum

The rate shall cover all costs pertaining to the provision and maintenance for the duration of the contract of the health and safety measures required in terms of Clause 5 (Principal Contractor and Contractor) of the Construction Regulations (2003) of the Occupational Health and Safety Act as well as specific safety requirements by the client contained within the contract document. No other sum shall be paid in this respect and Tenderers must therefore ensure that adequate provision has been allowed for including allowance for internal audits.

PS A 8.9.2 Compilation and Maintenance Health and Safety Plan Unit: Sum

The rate shall cover all costs pertaining to the provision and maintenance for the duration of the contract of the health and safety plan as required in the Construction Regulations (2003). The rate shall include for all risk assessments required as well as for the development and implementation of safe work procedures and method statements. No other sum shall be paid in this respect and Tenderers must therefore ensure that adequate provision has been allowed for.

PS A 8.9.3 Compilation and Maintenance Health and Safety File Unit: Sum

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

PS A 8.10 Overhaul and Additional Transport

Add new payment clause A 8.10:

Notwithstanding any clause in any standardized specification in respect of the definition, no payment will be made for overhaul and all transport shall be regarded as free haul and the costs thereof shall be covered by the relevant tendered rates in the Schedule of Quantities.

SANS 1200 AB: ENGINEER'S OFFICE

AB 3 MATERIALS

PS AB 3.1 NAMEBOARDS

Substitute "South African Institution of Civil Engineers" in the first paragraph of AB 3.1 with "South African Association of Consulting Engineers".

Two name boards, manufactured as specified in AB 3.1 and as shown on tender drawings, shall be provided, and shall be erected, plumb and level, in the position as directed by the Engineer.

PS AB 3.2 OFFICE BUILDINGS

Add the following to AB 3.2:

The contractor shall provide one board room with a table and chairs to accommodate at least 5 persons for the exclusive use of the Engineer and Client. The board room must be well ventilated and must be provided with electrical power and air conditioning.

AB 4 PLANT

PS AB 4.1 TELEPHONE

Substitute AB 4.1 with the following:

The Contractor's site agent must have a cellular phone available as contact between him and the engineer.

AB 5 CONSTRUCTION

PS AB 5.1 NAMEBOARDS

Add the following to AB 5.1:

The name boards shall be erected within one month after receipt of the letter of acceptance and shall be placed at the position indicated by the Engineer, and kept in good repair for the duration of the contract. Any damage to these boards shall be repaired within fourteen days of a written instruction issued by the Engineer. No payment shall be made in terms of the contract prior to the erection of the name boards.

PS AB 9.1 SITE INSTRUCTION & SITE DIARY BOOKS

The Contractor shall provide the following record books on site for the duration of the contract:

3. A4 size triplicate site instruction book for exclusive use by the Engineer;
4. Site diary book, in triplicate, to be used by the Contractor to record daily activities and contractual decisions taken for the day. The diary must be signed off by the contractor and presented at each site meeting.

PS AB 9.2 QUALITY ASSURANCE AND CONTROL

The Contractor will be required to manage construction activities according to a Quality Control Plan to ensure compliance of construction work and construction material to specifications.

The Engineer will provide the Contractor with example documentation to be used to record quality of material and construction activities associated with the scope of work. The QCP documentation must be signed by both the Contractor or the Contractor's site agent and the Engineer or the Engineer's representative. The Engineer will not be represented on site at a fulltime basis and the Contractor must cording to hold points.

SANS 1200 C: SITE CLEARANCE

C 3 MATERIALS

PS C 3.1 DISPOSAL OF MATERIAL

Substitute the first sentence of C 3.1 with the following:

Material obtained from clearing and grubbing and demolition structures shall be disposed of at the dumpsite as arranged with the Municipality by the Contractor.

No payment will be made for overhaul and all transport shall be regarded as free haul and the costs thereof shall be covered by the relevant tendered rates in the Schedule of Quantities.

C 5 CONSTRUCTION

PS C 5.1 AREAS TO BE CLEARED AND GRUBBED

Substitute the first sentence of C 5.1 with the following:

Unless otherwise indicated by the engineer, clearing and grubbing are limited to the street reserve width only where required and a 2.5m wide strip for trench excavations outside the street reserve.

The Contractor may proceed with clearing and grubbing after the handing over of the site. It is essential that the contractor protect all reference pegs and site boundary pegs before commencing with clearance. Measurement and payment for clearing and grubbing shall only occur for areas as requested in writing by the Engineer.

Substitute the last paragraph with the following:

The Contractor shall schedule his work in such a manner that re-clearing will not be necessary. The cost of re-clearing shall be for the Contractor's account.

PS C 5.2 CUTTING OF TREES

Add the following to C 5.2.3.2:

Trees outside pipeline routes and more than 1m from the outside of the edge beam must be left standing and undamaged, except where otherwise ordered in writing by the Engineer. Authorization and a permit must be obtained from Department of Forestry for the removal of any endangered and / or protected trees (especially Camel thorn trees).

A penalty of R5 000.00 (five thousand rand) per tree for trees damaged and/or removed will be charged.

PS C 5.9 EXISTING FENCING

Existing fencing will only be removed and/or re-erected upon written instruction from the Engineer and paid under the appropriate measured items.
Damage to any other fencing must be repaired immediately at the Contractor's expense.

MEASUREMENT AND PAYMENT

C 8.2 SCHEDULED ITEMS

PS C 8.2.1 Clear and Grub..... Unit: m2

Add the following to C 8.2.1:

The removal of all rocks and boulders on site over 0,15 m³ will be paid under subclause D 8.3.2(b).

The removal of hard rock other than boulders will be paid under subclause DB 8.3.2(b).

PS C 8.2.2 Remove trees and cutting of large branches..... Unit: No

Replace C 8.2.2.a to c with the following:

6. The removal of any size tree with a trunk circumference larger than 1m
7. The cutting of tree branches as requested by the engineer

PS C 8.2.8 Demolish and Remove Structures/Buildings and Dismantle Steelwork.....Unit: Sum

Replace C 8.2.8 with the following:

The rate shall cover the cost of the removal of all structures on the site, channel-and/or sewer mainline routes, the disposal thereof at the dumping site, the levelling and shaping of the site and the backfilling of any holes with material of at least the same quality as that of the in situ material. The rate shall also cover the cost of removing cleaning and handing over of all usable material to the Employer.

Payment for the removal of individual structures will be made pro rata in the relation of the area thereof to the total area of structures that has to be demolished and removed.

PS C 8.2.11 Remove and re-erect existing fencesUnit: m

Add new payment clause C 8.2.11:

The rate shall cover the cost of removal and stacking of fencing material, including all gates, as well as the re-erection thereof with the existing material. No payment will be made for the replacement of fencing material that has been damaged by the Contractor and all costs for this are deemed to be covered by the rate for the appropriate items.

Material that is unsuitable for re-erection must be viewed by the Engineer before it is removed. Only by written approval from the Engineer can the Contractor claim advance compensation for such material.

PS C 8.2.12 Site demarcation along pipeline route.....Unit: m

The rate shall cover all the cost for material, labour and plant required to demarcate the pipeline route. Wooden standards must be supplied at 20m centres, with three wooden droppers between the standards. A minimum of three (3) plain wire strands should be tensioned horizontally, the lowest strand being at a height of 500mm above ground level and the highest being at 1,2m. The Contractor shall maintain all demarcation for the duration of the construction activities.

No payment will be made for the replacement of fencing material that has been damaged by the Contractor and all costs for this are deemed to be covered by this rate. The Contractor will remove all demarcation (fencing) from site at the end of the contract.

SANS 1200 D: EARTHWORKS

D 2 INTERPRETATIONS

PS D 2.3 DEFINITIONS

Add the following to D 2.3:

Sand (cohesionless and non-cohesive)

For the purposes of the compaction requirements, a non-plastic material of which not less than 95 % by mass passes a sieve of nominal aperture size 4,75 mm, and not more than 10 % passes a sieve of nominal aperture size 0,075 mm.

D 3 MATERIALS

D 3.1 CLASSIFICATION OF CUTTINGS

PS D 3.1.2 Cutting classes

Add the following to D 3.1.2

Soft and intermediate cuttings will be measured under this contract as "soft". Hard rock and boulder excavations will be measured as "hard".

D 3.3 SELECTION

PS D 3.3.1 General

Substitute the second paragraph of D 3.3.1 with the following:

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

The Contractor shall deal in such a way with materials from all excavations for streets, channels or pipe trenches to ensure that usable material is not contaminated with unsuitable material. If usable material is contaminated, such contaminated material shall be removed and replaced with suitable material, all at the Contractor's expense.

No additional payment shall be made in respect of this and all relevant costs shall be deemed to be included in the tendered rates.

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

D 5 CONSTRUCTION

D 5.1 PRECAUTIONS

PS D 5.1.2 Existing Services

PS D 5.1.2.2 Detection, location and exposure

Add the following to D 5.1.2.2:

If existing services are not shown on the drawings but the existence thereof can be reasonably expected, the Contractor shall, in conjunction with all relevant authorities, determine the exact depth and location of such services before the commencement of construction. After locating the exact position of services, whether indicated on the drawings or not, such services shall be deemed to be known services and the Contractor shall be liable for all costs and subsequent

costs arising from the damage thereof as a result of the Contractor's activities. These services must also be indicated on the "As Built" drawings. Postal and Telecommunication Services have to be contacted in advance to clarify all relevant cable positions before any excavations can commence.

All services must be located and opened for inspection by the Engineer before commencing trench excavation. Any costs or losses suffered by the Contractor as a result of not abiding by this specification will be for the Contractor's account.

PS D 5.1.2.3 Protection of Cables

Substitute "estimated position" in the second sentence of D 5.1.2.3 with "actual or exposed position".

PS D 5.1.4 Nuisance

PS D 5.1.4.1 Dust nuisance

Add the following to D 5.1.4.1:

The Contractor is responsible for dust control and is liable for all claims that may result from dust nuisance on all parts of the site and at all times from the date of handing over of the site to the completion date of the contract. No payment regarding the above-mentioned will be made and all costs shall be deemed to be covered by the tendered rates.

PS D 5.1.6 Road Traffic Control

Add the following to D 5.1.6:

- a) **Sufficient road signs must be erected in such a way that motorists will be warned in time of works, eg. at the closing of a street sufficient signs to direct traffic must be erected at the preceding intersection.**
- b) **Bypasses and/or road signs shall be provided and/or erected at all locations where the free flow of traffic is obstructed and shall be approved by the Engineer before**

the commencement of construction. Where main roads are crossed, detours and temporary traffic signs must be provided as shown on the attached drawings.

- c) Where a trench crosses a street or any place where a trench crosses the direction of traffic flow, drums must be placed in the street and not just along the sides of the street with danger tape in between.
- d) Danger tape must be put up between drums and tied around the drums.
- e) Drums may not be filled with stones. The spacing of drums must be in such a way (maximum 5 m) that they are visible from all directions.
- f) Sufficient safety measures must be utilised for pedestrians.
- g) Road traffic signs shall comply with the requirements of the "South African Road Traffic Signs Manual" and shall be approved by the Engineer before construction commences.

No additional payment for compliance with the abovementioned conditions will be made and all costs.) shall be included under PS A 8.8.2.

METHODS AND PROCEDURES

D 5.2.1 Site Preparation

PS D 5.2.1.2 Conservation of topsoil

Add the following to D 5.2.1.2:

Removal of topsoil shall only occur in areas as approved, in writing, by the Engineer. The topsoil shall be conserved for use elsewhere.

D 5.2.2 Excavation

PS D 5.2.2.3 Disposal

Substitute the second sentence of D 5.2.2.3 with the following:

All surplus and unsuitable material shall be dumped and neatly finished off at a commercial dump site of the Contractors choice. No payment will be made for overhaul and all transport shall be regarded as free haul and the costs thereof shall be included in the tendered rate.

PS D 5.2.2.4 Excavation by hand around existing services

Add new sub clause D 5.2.2.4:

Where hand excavation is required around existing services it shall be done within 3,0 m above and on both sides of cables and within 300 mm above and on both sides of pipes, as well as underneath the services.

PS D 5.2.2.5 Utilisation of excavated material

Excavated material and material recovered from temporary work shall, in so far as it is suitable, be utilised for backfill. Material unsuitable for use as backfill or in excess of the quantity required to complete the backfill shall be spoiled and neatly finished off at a commercial dump site of the Contractors choice.

No payment will be made for overhaul and all transport shall be regarded as free haul and the costs thereof shall be included in the tendered rate.

PS D 5.2.3 Fill and compaction

PS D 5.2.3.1 Embankments

Add the following to D 5.2.3.1:

Embankments and terraces shall be constructed of approved material from excavations and shall be compacted to 95 % of MAASHTO density, in layers not exceeding 150 mm in depth.

PS D 5.2.3.2 Back filling of trenches and back filling against structures

Add the following to D 5.2.3.2:

Back filling around structures shall be compacted to 95 % (100 % for sand) of MAASHTO density.

When specified or ordered by the Engineer the back filling against structures shall be done using a mixture of soil cement. The mixture shall contain 12 % cement and just sufficient water for it to be placed and compacted like ordinary back filling material.

D 5.2.4 Finishing

PS D 5.2.4.1 Final grading

Add the following to D 5.2.4.1:

Embankments shall be trimmed to an even grade of 1 in 2, and all other terraces to an even grade on 1 in 1,5 unless shown otherwise on construction drawings.

PS D 5.2.4.2 Topsoiling

Add the following to D 5.2.4.2:

Topsoil shall be placed on the sides and on the tops of embankments and other terraces where no paving is specified, or in areas where directed by the Engineer. All conserved topsoil must be spread evenly over disturbed areas.

D 5.2.5 TRANSPORT FOR EARTHWORKS

PS D 5.2.5.1 Free haul

Substitute D 5.2.5.1 with the following:

Notwithstanding any clause in any standardized specification in respect of the definition, no payment will be made for overhaul and all transport shall be regarded as free haul and the costs thereof shall be covered by the relevant tendered rates in the Schedule of Quantities.

PS D 5.2.5.2 Overhaul

Substitute D 5.2.5.2 with the following:

Notwithstanding any clause in any standardized specification in respect of the definition, no payment will be made for overhaul and all transport shall be regarded as free haul and the costs thereof shall be covered by the relevant tendered rates in the Schedule of Quantities.

D 8 MEASUREMENTS AND PAYMENT

D 8.3 SCHEDULED ITEMS

PS D 8.3.8 Existing Services

PS D 8.3.8.1 Location

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

Add the following to D 8.3.8.1(c):

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

If such services are damaged or removed, it has to be repaired or replaced immediately to its original position and condition, which is acceptable for the Engineer.

SANS 1200 DM: EARTHWORKS (ROADS, SUBGRADE)

DM 3 MATERIALS

PS DM 3.1 CLASSIFICATION FOR EXCAVATION PURPOSES

Add the following to DM 3.1:

All in situ pavement material other than hard rock or boulder excavation shall be classified as soft material for excavation purposes.

DM 3.2 CLASSIFICATION FOR PLACING PURPOSES

PS DM 3.2.3 Selected Layers

Substitute DM 3.2.3 with the following:

Materials used for selected layers shall comply with the following:

DESCRIPTION	LOWER SELECTED LAYER (G8 – TRH 14)	UPPER SELECTED LAYER (G6 – TRH 14)
Minimum CBR at 93% / 95% MAASHTO density	10	25
Maximum CBR swell at 100% MAASHTO density	1,5%	1,0%
Maximum size of aggregate after compaction	80 mm	63 mm
Minimum Grading Modules (GM)	0,5	0,75
Maximum Plasticity Index (PI)	12 (3xGM+10)	12 GM
Maximum Group Index	-	1

All imported material underlying the sub-base or base of the final road prism, whichever may be applicable, that does not comply with the requirements for lower selected layer or upper selected layer in the respective depth categories, shall be removed and replaced with material complying with the requirements of selected layers, all at the Contractor's expense.

DM 4 PLANT

PS DM 4.2 PLANT FOR TREATMENT BELOW SELECTED LAYER

PS DM 4.2.1 Pneumatic-tyre Roller

A pneumatic-tyre roller is compulsory for compaction purposes. Pneumatic-tyre rollers shall be of the self-propelled type that is equipped with smooth pneumatic-tyre wheels of the same diameter. The mass of the roller shall be at least 10 tons. Wheels must bear the same mass.

The rollers must be equipped with devices that will be able to keep the wheels wet and clean during operation.

The wheels of the roller shall be arranged in such a way that one pass with the roller will cover the whole width of the machine. The roller must be able to take a tyre pressure of 600 kPa and the minimum allowed working tyre pressure should be 450 kPa. The maximum difference in pressure between any two wheels shall not be greater than 35 kPa.

CONSTRUCTION

DM 5.1 PRECAUTIONS

PS DM 5.1.2 Accommodation of Traffic

Add the following to DM 5.1.2:

Bypasses shall be constructed and road signs erected where the free flow of public traffic is restricted. Such bypasses and road signs shall be in accordance with the "CSRA-CUTA : Road Traffic Signs Sub- committee; Road Signs Note no 13, the SA Road Traffic Signs Manual" and shall be approved by the Engineer before the commencement of construction.

DM 5.2 METHODS AND PROCEDURES

DM 5.2.2 Cut and Borrow

PS DM 5.2.2.2 Dimensions of cuts

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

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

PS DM 5.2.2.3 b) Cut to spoil.

Substitute DM 5.2.2.3(b) with the following:

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

PS DM 5.2.2.4 Temporary stockpiling of materials

Add the following to DM 5.2.2.4:

The Contractor shall program the works in such a manner that suitable excavated material shall, if practically possible, be placed directly in the appropriate position to ensure that temporary stockpiling is limited to an absolute minimum.

No payment shall be made for the temporary stockpiling of material where such material is to be used for backfilling of pipe trenches, except when so ordered in writing by the Engineer.

PS DM 5.2.3.3 Treatment of roadbed

a) Preparation and compaction of roadbed.

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

The roadbed (at least class G8 for use as lower selected) shall be scarified to a depth of 75mm. Import 75mm coarse material from borrow pit, spread, mix with the 67.5mm in-situ material, water, shape and compact to 93% MAASHTO density except where otherwise ordered by the Engineer.

Measurement and payment shall be made under item PS DM 8.3.3(b).

Add the following sub-clause:

(c) In situ preparation of roadbed with eight roller passes.

Any part of the roadbed that lies within the selected layer and which, regardless of its density, is suitable according to the Engineers opinion can be used in situ if so instructed by the Engineer.

If due to the nature of material, the degree of compaction cannot be controlled by means of in situ density tests, the Engineer may instruct compaction to be done by eight roller passes as specified in PS DM 4.2. The Engineer may further request that the compaction effort be altered by increasing or reducing the number of passes and that payment be amended accordingly.

The surface of the roadbed shall be shaped true in respect of line and level within the tolerances as specified in clause 6. During the shaping of the road bed, all material that has to be removed and cannot be re-used, shall be disposed of and will be paid for under item PS DM 8.3.7. If necessary, additional material that has been approved by the Engineer shall be imported to meet the required levels.

The engineer will apply no strict measurements about soil moisture content during compaction. The Contractor must however convince the Engineer that all possible efforts have been made to use favourable soil moisture conditions. Compaction must be done during periods when the roadbed is not too wet or too dry. The Engineer has full authority to decide whenever conditions are favourable for compaction and may at any stage instruct the Contractor to water the road-bed at the Contractor's expense if he, in the Engineer's opinion, neglected to satisfy the above-mentioned requirements.

PS DM 5.2.5 Selected Layer

Add the following to DM 5.2.5:

The Engineer may, depending on the quality of the in situ material, order the omission of one or both of the selected layers. To determine the number of selected layers, if any, the Engineer may order the Contractor to dig test holes with maximum dimensions of 1,5 m x 1,5 m and 1,0 m deep at positions indicated by the Engineer, before construction commences.

The Contractor shall backfill all test holes with selected material and compact it to 95% of MAASHTO density, after the Engineer has taken samples and profiled the holes.

PS DM 5.2.7 Stabilization

The sub-base course shall be stabilized to C4 standards and the initial cement demand to comply with the specifications shall be included in the rates for stabilization of the layer. UCS and ITS strength tests for each stabilized section shall be included in the tendered rate and these tests have to be performed within the prescribed period for lime or cement.

PS DM 5.2.9 Shaping and Compacting Below Selected Layer

Each portion of the road-bed below the selected layer which, by virtue of its inadequate natural density, is directed by the Engineer to be compacted by means of a pneumatic-tyred roller, shall be prepared by shaping where necessary, and each such portion shall be compacted by means of at least eight complete passes by a pneumatic-tyred roller. One pass shall consist of the complete area being systematically passed in the longitudinal direction so that each pass overlaps the previous by half.

DM 6 TOLERANCES

PS DM 6.5 DIMENSIONS AND LEVEL CONTROL

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

DM 7 TESTING

PS DM 7.2 PROCESS CONTROL

Amend table 1 of DM 7.2 as follows:

Substitute "2 000 m²" with "1 500 m²", "1 500 m²" with "1 200 m²" and "5 000 m²" with "3 000 m²".

ROUTINE INSPECTION AND TESTING

Substitute DM 7.3.2 with the following:

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

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

DM 8 MEASUREMENT AND PAYMENT

DM 8.3 SCHEDULED ITEMS

PS DM 8.3.3 Preparation of Roadbed

Substitute DM 8.3.3(b) with the following:

- c) The in-situ sand must be modified mechanically by mixing the top 75mm with 75mm imported coarse material. This layer will serve as the selected layer and has to be compacted to 93% MAASHTO density.

PS DM 8.3.5 Selected Layer Compacted To 95 % Of MAASHTO DensityUnit : m³

Substitute "93 % of MAASHTO density" in the heading of DM 8.3.5 with "95 % (100 % for sand) of MAASHTO density for lower selected layer and 95% (100% for sand) of MAASHTO density for upper selected layer".

Add the following to DM 8.3.5:

The rate for selected layers from commercial sources shall, in addition to the provisions of DM 8.3.5, allow for locating the source, complying with all the applicable precautions as set out in DM 5.1, obtaining the material, selection and transport from the source to the point on the road where it is going to be used. No payment shall be made for the removal and replacement of unsuitable imported material.

PS DM 8.3.7 Cut to Spoil or Stockpile FromUnit : m3

Add the following to DM 8.3.7:

Payment for temporary stockpiling shall be made under DM 8.3.11, only if so instructed in writing by the Engineer.

PS DM 8.3.11 Extra-over for temporary stockpiling of material..... Unit : m3

Add the following to DM 8.3.11:

The rate will be extra over the rate for item 8.3.7. Payment for temporary stockpiling shall be made only if so instructed in writing by the Engineer. Rate to include for re-use, compaction and levelling of stock pile material on site as instructed by engineer.

PS DM 8.3.12 OverhaulUnit: m3 or m3.km

Substitute DM 8.3.12 with the following:

The provisions of clause D 8.3.6 shall apply mutatis mutandis. There will be no overhaul for the removal and spoiling of surplus or unsuited materials to the dumping site. The cost thereof shall be included in the rates for the "cut to spoil" operation.

PS DM 8.3.17 Trim, Shape and Compact Sidewalks Unit : m³

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

Measurement and payment for the above shall be restricted to areas ordered in writing by the Engineer.

The rate shall cover the cost of trimming and shaping the sidewalks to the lines, levels and dimensions as shown on the drawings, of acquiring additional material to compensate for any material lost due to weather or other reasons, and of the compaction of any loose or disturbed material to 93 % of MAASHTO density (100 % for sand).

PS DM 8.3.21 Existing Services That Adjoin Excavation for Streets Unit : m

The provision of items DB 8.3.5(a) and DB 8.3.5(b) shall apply mutatis mutandis.

PS DM 8.3.22 Existing Services Intersecting Excavation for Streets Unit : No

The quantity is the number of each service, as indicated in the schedule of quantities, which intersects the excavation for streets.

Separate items will be provided for the depth increments as scheduled.

The rate for the crossing of services below the level of the road-bed, measured to the top of the service, covers all additional costs in respect of excavation, irrespective of the method, the protection and ensuring of the continuous functioning thereof and the cost of all repair work and/or subsequent costs arising from damage to the service.

The rate for services that are not fully covered by the road-bed shall, in addition to the above-mentioned requirements, cover all additional costs in respect of excavation and back filling with material as required for the relevant pavement layer as well as for compacting to the specified minimum density of the relevant pavement layer.

Services with a depth of cover of more than 500 mm shall not be measured and paid for.

SANS 1200 ME: SUBBASE

ME 3 MATERIALS

ME 3.2 PHYSICAL PROPERTIES

PS ME 3.2.1 Subbase Material

Substitute ME 3.2.1 with the following:

- a) Materials of G5 and G6 quality for use in the unstabilised subbase shall comply with the requirements of SANS 1200 M 3.3.3.
- b) Materials of G7 quality for use in the unstabilised subbase shall comply with the requirements as specified in SABS 1200 M 3.3.3, except that the maximum aggregate size after compaction shall not exceed 63 mm.

ME 3.3 STABILISING AGENT

PS ME 3.3.1 General

Substitute ME 3.3.1 with the following:

Where ionic stabilisation is required, the stabilising agent shall be approved by the Engineer, and the rate of application shall be $0,03 \text{ m}^3/\text{m}^2$ for layer thickness of 150 mm and $0,02 \text{ m}^3/\text{m}^2$ for layer thicknesses of 100 mm.

ME 5 CONSTRUCTION

ME 5.4 PLACING AND COMPACTION

PS ME 5.4.1 Placing

Substitute "the project specification" in the second paragraph of ME 5.4.1 with "ME 6.1.4".

PS ME 5.4.5 Work In Restricted Areas

No additional payment shall be made for work in restricted areas and any relevant costs shall be deemed to be included in the tendered rates.

PS ME 5.5.6 Curing

Substitute ME 5.5.6 with the following:

Stabilised layers will be protected against desiccation during the first 7 days after construction, by lightly watering the layer to ensure the surface is always damp. Only light water sprinklers must be used seeing that heavy sprinklers will damage the layer. Any negligence to ensure above mentioned is implemented, may result into the disapproval of the layer. In that case, the Contractor will on his own costs, break up the layer, re-stabilise and compact.

Compaction and indicator tests will be done on the first day after completion of construction.

No other traffic, except the vehicles that water the layer, will be allowed on the layer within 7 days after stabilizing have been completed.

TRANSPORT

PS ME 5.7.1 Free-haul

Substitute ME 5.7.1 with the following:

An unlimited free-haul distance shall apply to subbase material.

ME 7 TESTING

ME 7.2 PROCESS CONTROL AND ROUTINE INSPECTION AND TESTING

PS ME 7.2.1 Process Control

Substitute "1 500 m²" with "1 200 m²" and "5 000 m²" with "3 000 m²" in Table 2 of ME 7.2.1.

PS ME 7.2.2 Routine Inspection and Testing

Substitute the second sentence of ME 7.2.2 with the following:

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

ME 8 MEASUREMENT AND PAYMENT

PS ME 8.2 COMPUTATION OF QUANTITIES

Substitute ME 8.2 with the following:

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

ME 8.3 SCHEDULED ITEMS

**PS ME 8.3.11 Preparation of Road bed to a depth of 150 mm as subbase
compacted to 95 % of MAASHTO density..... Unit : m³**

The rate covers the cost of crust breaking up to a minimum depth of 150 mm, watering, shaping, building and compaction of subbase, final scraping, compliance with the tolerances and testing.

PS ME 8.3.12 Connect to Existing SubbaseUnit : m

The tendered rate shall be all inclusive for labour, materials and equipment required to cut the existing roadway in straight lines without damage to the existing road, to connect to the new subbase.

The Contractor shall be responsible for all necessary repairs of damage to existing layers and must allow for such repairs in the rate.

HEALTH & SAFETY SPECIFICATION

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

OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION FOR THE REHABILITATION OF EXTENSION 15 ACCESS ROAD

1. Interpretations

- **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.

- **MINIMUM ADMINISTRATIVE REQUIREMENTS**

- **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.

- **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.

- **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.

- **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.

- **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.

- **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 hang in the site Management Structure.

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

- **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.

- **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.

- **Health and Safety Training**

- **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 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 the 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.

- 2.12.1 First Aid dressing registers.
- 2.12.2 Firefighting equipment
- 2.12.3 Portable electrical equipment
- 2.12.4 Stacking and storage inspections
- 2.12.5 Excavations
- 2.12.6 Construction vehicles and mobile plant.
- 2.12.7 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 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 shall be kept in their file, a copy being forwarded to the Client. Principal Contractors have to audit their sub-contractors 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:

- 2.18.1 Lost or stolen;
- 2.18.2 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 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. 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 tender for 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. cracks developing at the edges of the excavation.
- e) The safe work procedures are enforced and maintained by the Contractor's Responsible persons 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 and demarcated 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, and enforced.

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 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 MSD and how to treat HCS incidents appropriately.

Plant and Machinery

2.28 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

2.29 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.

2.30 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.

2.31 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.

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

- 2.32.1 All lifting machinery and tackle has a safe working load clearly indicated
- 2.32.2 Regular inspection and servicing is carried out;
- 2.32.3 Records are kept of inspections and of service certificates;
- 2.32.4 There is proper supervision in terms of guiding the loads that includes a trained banks man to direct lifting operations and check lifting tackle;
- 2.32.5 The tower crane bases have been approved by an engineer;
- 2.32.6 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.

2.33 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.

2.34 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.

2.35 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 are aware of the dangers and control measures to be implemented e.g. personal protection equipment, guards, etc.

The Principal contractor shall consider the following:

- A competent person undertakes routine inspections and records are kept
- Only authorised trained persons use the tools;
- The safe working procedures apply;
- Awareness training is carried out and compliance is enforced at all times and
- PPE and clothing is provided and maintained.
- A register indicating the issue and return of all explosives round.
- Ensure that the cartridges and explosive tool is lock up separately
- Signs to be posted up in the areas where explosive powered tools are being used.

(WARNING – EXPLOSIVE POWERED TOOL IN USE – KEEP CLEAR).

2.36 High Voltage Electrical Equipment

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

2.37 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 in 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.

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.

2.38 Night Work

The Principal Contractor and other Subcontractors shall not:

- 2.38.1 Transport persons together with goods or tools unless there is an appropriate area or section to store them;
- 2.38.2 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.
- 2.38.3 Employees shall not be permitted to stand or sit at the edge of the transporting vehicle.

2.39 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.

2.40 Occupational Health

2.41 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.

2.42 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.

2.43 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.

PRE-CONSTRUCTION HEALTH AND SAFETY SPECIFICATION (HSS)

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	OHS Act 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	Client Requirement & OHS	Together with H&S plan
2.3.4	action 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

ASSIGNMENT OF PRINCIPAL CONTRACTOR'S RESPONSIBLE PERSONS

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: • 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.

OTHER REQUIREMENTS

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: - 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: - Scaffolding - Excavations - Formwork & support work - Explosive tools	
General Inspections	Monthly	- 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.	

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.

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 water cart 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, considering 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.

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 regarding;

- 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.

The Contractor shall always ensure that fires do not start or spread within the site or the environs thereof because 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 workstations 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 to clear 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 fire fighting.

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 later. 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.

PART C4: SITE INFORMATION

Part C4: Site Information

- C4.1 Locality Plan
- C4.2 Tender Drawings

C 4.1 Locality Plan

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



C 4.2 Tender Drawings

DRAWING No.	DESCRIPTION
E341-CCS-SITE-LAY-001	Site Layout
E341-CCS-RTW-001	Section through running track & 1.5m walkway
E341-CCS-GS-001	Main Grandstand
E341-CCS-ST-003	Steel frame connection details
E341-CCS-ST-002	50KL elevated steel tank plans & sections
E341-CCS-ST-001	50kl elevated stee tank with frame