# TENDER DOCUMENT

# FOR

# CONSTRUCTION OF MVUME ACCESS ROAD IN WARD O7

# PSJLM-ENG-2026/27 – 10

**BIDDER: . . . . . ..**

**CSD NUMBER: . . . . . ....**

**CIDB GRADING: . . . . . CIDB NUMBER: . . . . . .**

**Total of the Rate prices inclusive of value added tax: R . . . . . .. . . . . .**

***BID CLOSES*** *AT THE OFFICES OF:* ***PORT ST JOHNS LOCAL MUNICIPALITY*** *TOWN HALL RECEPTION AREA AT* ***11H00AM ON 20 NOVEMBER 2026***

Documents are to be delivered by hand in the tender box as no faxed copies will be acceptable; the box is situated at **'Reception'** of Port St Johns Municipality, 257 Main Street, Port St Johns

***LATE SUBMISSION WILL BE RESULT IN DISQUALIFICATION***

**PREPARED BY: PORT ST JOHNS MUNICIPALITY**

Engineering Department
No 257 Main Steet
Port St Johns
5120
Tel: 047 564 1200
Fax:047 564 1206

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| QUALITY VERIFICATION<br>THIS REPORT HAS BEEN PREPARED UNDER THE CONTROLS ESTABLISHED BY A QUALITY MANAGEMENT SYSTEM THAT MEETS THE REQUIREMENTS OF ISO9001: 2008 WHICH HAS BEEN INDEPENDENTLY CERTIFIED BY PwC CERTIFICATION UNDER CERTIFICATE NUMBER 839291/01. | | | |
|---|---|---|---|
| **Rev No** | **Date Issued** | **Description of Revision** | **Description of Issue** |
| | | Tender Document | Issued for Approval and Comment |

**Revision Table**

## Part T1: Tendering Procedure

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## T1.1 TENDER NOTICE AND INVITATION TO TENDER

PORT ST JOHNS
MUNICIPALITY
OUR HERITAGE, OUR PEOPLE

# INVITATION TO BID

| Bid Number | Project Name | CIDB Grading | Compulsory Briefing and Site Inspection | Bid closing date |
|---|---|---|---|---|
| PSJLM-ENG-2026/27 – 10 | Construction of Mvume Access Road in Ward 07 | 4CE or Higher | Date: 29 – 10 - 2026<br>Venue: PSJ Town hall<br>Time: 09:00am | 20 – 11 - 2026 |

A Compulsory briefing session will be conducted as mentioned above, A roll call will be done at every site inspection to ensure bidders do attend BOTH the compulsory briefing session and site inspections.

Bidders who arrive 10 minutes after the start of the briefing session will be deemed late, non-responsive and will not be allowed into the briefing session, a representative can only sign for one company.

Tender Documents will be uploaded on eTenders website www.etenders.gov.za and can be downloaded for free.

Bids must be completed in black ink, enclosed in a sealed envelope clearly marked with the "Bid number, Project name and description", and deposited in the Tender Box situated at Reception Area (Municipal Town Hall), **ERF 257 Main Street, Port St Johns not later than 11H00am on the dates mentioned above.**

It must be expressly understood that the Municipality accepts no responsibility for ensuring that bid submissions sent by courier or post, or delivered in any other way, are deposited in the Tender Box. It is therefore preferable for the bidder to ensure that its bid submission is placed in the Tender Box by its own staff or representative(s).

**EVALUATION OF BIDS IN TERMS OF THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK REGULATIONS, 2022:**

Bids will be evaluated in three stages, namely

**Stage 1: Mandatory Requirements**

- Submit proof of registration with CSD.
- Submit a valid proof of registration with CIDB grading 4CE or higher
- Submit a valid Tax Compliance Pin issued by SARS.
- Submit a valid Letter of good standing from the Department of Labour in terms of Compensation for Occupational Injuries and Diseases Act 130 of 1993 (As amended)
- Submit joint Venture Agreement or Consortium Agreement signed and initialled on each page (if applicable)
- Submit a valid Current Municipal Rates clearance statement of the company and each individual director which are not in arrears for more than 90 days. **Or**

- If the Company is leasing property where the Company is operating from, a signed valid lease agreement must be submitted. If the directors of the company are leasing a property a signed valid lease agreement must be submitted. **Or**
- If the directors reside where rates, taxes and service charges are not billed and the company operates where rates are not billed submit exemption from your respective Municipality's Revenue office as proof that the bidder as per the Municipality's valuation roll does not own any property which is not later than 90 days
- Submit Financial statements for all bidders with CIDB grading above 3CE, applicable to Joint Ventures as well Financial Statements must be signed by all related parties – director or accountant.

**Stage 2: Functionality, Stage 3: Price and Specific Goals**

**Only bidders who meet all the requirements of stage 1 will proceed to be evaluated further in stage 2.**

Tenders may only be submitted on tender documentation issued. No alterations may be made to the tender documentation. No late, faxed, e-mailed, telephonic or other electronically transmitted submissions will be accepted. Should a bidder commit any corrupt or fraudulent act during the bidding process, its tender shall be disqualified.

The Municipality reserves the right to extend the tender advert period at its own discretion, by notice published in the Daily Dispatch Newspaper; the e-Tender Publication Portal, and by notice sent to all parties who attend the briefing session, if any. Bids will remain valid for a period of 90 days after the closing date of the bid. Enquiries can be directed as follows:

**Supply Chain Management: Z. Jim Email: zjim@psjmunicipality.gov.za Cell No: 083 453 1584. Technical Enquiries: nbunge@psjmunicipality.gov.za Cell No: 073 249 8785** ***Enquiries can be made from Monday to Friday between 08H00-13H00 and 13H30-16H30 and such enquiries will not be entertained five days before the tender closes.***

Tenders will be evaluated in terms of the Supply Chain Management policy of the Port St Johns Municipality. The lowest tender will not necessarily be accepted, and the Municipality reserves the right to accept the whole or part of any tender or not to consider any tender not suitably endorsed. An 80/20-point system shall apply where 80 points is allocated for price and 20 points allocated for specific goals**.**

**Mr M. Ngxekana**

**Acting Municipal Manager**

**MUNICIPAL BIDDING DOCUMENTS** **PART A MBD 1**

## INVITATION TO BID

| YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF *PORT ST JOHNS MUNICIPALITY* | | | | | |
|---|---|---|---|---|---|
| BID NUMBER: | PSJLM-ENG-2026/27-10 | CLOSING DATE: | 21 NOVEMBER 2026 | CLOSING TIME: | 11.00AM |
| DESCRIPTION: | CONSTRUCTION OF MVUME ACCESS ROAD IN WARD 7 | | | | |

**BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT:**

| |
|---|
| RECEPTION AREAS (MUNICIPAL TOWN HALL) |
| PORT ST JOHNS MUNICIPALITY |
| ERF 257, MAIN STREET |
| PORT ST JOHNS |
| 5120 |

| SUPPLIER INFORMATION | | | | | |
|---|---|---|---|---|---|
| NAME OF BIDDER | | | | | |
| POSTAL ADDRESS | | | | | |
| STREET ADDRESS | | | | | |
| TELEPHONE NUMBER | CODE | | | NUMBER | |
| CELLPHONE NUMBER | | | | | |
| FACSIMILE NUMBER | CODE | | | NUMBER | |
| E-MAIL ADDRESS | | | | | |
| VAT REGISTRATION NUMBER | | | | | |
| TAX COMPLIANCE STATUS | TCS PIN: | | | CSD No: | |
| BUSINESS REGISTRATION DOCUMENTS | YesNo | | STATEMENT OF RATES AND TAXES | YesNo | |

*[BUSINESS REGISTRATION DOCUMENTS AND STATEMENT OF RATES AND TAXES) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS]*

| | | | |
|---|---|---|---|
| ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICAFOR THE GOODS /SERVICES /WORKSOFFERED? | Yes No<br>[IF YES ENCLOSE PROOF] | ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED? | Yes No<br>[IF YES, ANSWER PART B:3 |
| TOTAL NUMBER OF ITEMS OFFERED | | TOTAL BID PRICE | R |
| SIGNATURE OF BIDDER | …… | DATE | |
| CAPACITY UNDER WHICH THIS BID IS SIGNED | | | |

| BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO: | | TECHNICAL INFORMATION MAY BE DIRECTED TO: | |
|---|---|---|---|
| DEPARTMENT | Supply Chain Management | CONTACT PERSON | N. Bunge |
| CONTACT PERSON | Z. Jim | TELEPHONE NUMBER | 073 249 8785 |
| TELEPHONE NUMBER | 083 453 1584 | FACSIMILE NUMBER | |
| FACSIMILE NUMBER | | E-MAIL ADDRESS | nbunge@psjmunicipality.gov.za |
| EMAIL ADDRESS | zjim@psjmunicipality.gov.za | | |

**PART B**

**MBD1**

## TERMS AND CONDITIONS FOR BIDDING

| **1. BID SUBMISSION:** |
|---|
| 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION. |
| 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE** |
| 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT. |
| **2. TAX COMPLIANCE REQUIREMENTS** |
| 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS. |
| 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS. |
| 2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA. |
| 2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3. |
| 2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID. |
| 2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER. |
| 2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED. |
| **3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS** |
| 3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ 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 |
| **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.** |

**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: ……

## T1.2 TENDER DATA

The Tender Data shall be read with the Standard Conditions of Tender in order to expand on the Tenderer's obligations and the Employer's undertakings in administering the tender process in respect of the project under consideration.

The Tender Data hereafter shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender.

Each item of Tender Data given below is cross-referenced to the relevant clause in the Standard Conditions of Tender. The Conditions of Tender are the Standard Conditions of Tender as contained in Annex F of the CIDB Standard for Uniformity in Construction Procurement, as printed in Board Notice 94 of 2006 in the Government Gazette No. 29138 of 2006 dated 18 August 2006.

The Standard Conditions of Tender make several references to the Tender Data which specifically applies 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 Tender Data given below is cross-referenced to the relevant clause in the Standard Conditions of Tender.

**Tender Data Applicable to this Tender**

| Clause Number | Data / Wording |
|---|---|
| **F.1.2** | The **Tender Documents** consist of the following:<br>(a) This **Project Document**, which contains the following:<br><br>**PART T1: TENDERING PROCEDURES**<br>T1.1 Tender Notice and Invitation to Tender T1.2<br>Tender Data<br><br>**PART T2: RETURNABLE DOCUMENTS**<br>T2.1 List of Returnable Documents T2.2<br>Returnable Schedules<br><br>**PART C1: AGREEMENTS AND CONTRACT DATA**<br>C1.1 Form of Offer and Acceptance C1.2<br>Contract Data<br>C1.3 Form of Guarantee<br>C1.4 Agreement in terms of Section 37(2) of the Occupational Health and Safety Act No. 85 of 1993<br>C1.5 Transfer of rights<br><br>**PART C2: PRICING DATA**<br>C2.1 Pricing Instructions C2.2<br>Schedule of Quantities |

| | |
|---|---|
| | **PART C3: SCOPE OF WORKS**<br>C3.1 Standard Specifications C3.2 Project Specifications C3.3 Particular Specifications<br><br>**PART C4: SITE INFORMATION**<br>C4.1 Locality Plan<br>C4.2 Example of Contract Signboard Details C4.3 Drawings<br><br>(b) **Drawings** (Attached under Page C 4.3)<br><br>(c) **`General Conditions of Contract for Construction Works – New Edition 2010'** issued by the South African Institution of Civil Engineering (abbreviated title 'General Conditions of Contract 2010'- GCC 2010). This document is obtainable separately and Tenderers shall obtain their own copy.<br><br>(d) **'The COTO Standard Specifications for Road and Bridge Works for State Road Authorities 1998 edition'.** This document is obtainable separately and Tenderers shall obtain their own copy.<br><br>**'The Occupational Health and Safety Act No 85 and Amendment Act No 181 of 1993, and the Construction Regulations 2003' (Government Gazette No 25207 of 18 July 2003, Notice No R1010).** This document is obtainable separately and Tenderers shall obtain their own copy. |
| **Clause Number** | **Data / Wording** |
| | In addition, Tenderers are advised, in their own interest, to obtain their own copies of the following Acts, Regulations and Standards referred to in this document as they are essential for the Tenderer to become acquainted with the basics of construction management, the implementation of preferential construction procurement policies, and participation of targeted enterprises and labour:<br><br>(i) The Construction Industry Development Board Act No. 38 of 2000 as amended and the Regulations in terms of the CIDB Act 38 of 2000, Government Notice No 692 of 9 June 2004. |
| **F.1.4** | The Accounting Officer is:<br><br>Name: Mr S. Wana<br>Tel: (047) 564 1208<br>Fax : (047) 564 1206<br>E-mail: swana@psjmunicipality.gov.za |

| | |
|---|---|
| **F.2.1** | A Tenderer will not be eligible to submit a tender if:<br><br>(a) the Contractor submitting the tender is under restrictions or has principals who are under restriction to participate in the Employer's procurement due to corrupt or fraudulent practices;<br>(b) the Tenderer does not have the legal capacity to enter into the contract;<br>(c) the Contractor submitting the tender is insolvent, in receivership, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of the foregoing;<br>(d) The Tenderer does not comply with the legal requirements stated in the Employer's procurement policy;<br>e) The Tenderer cannot demonstrate that he possesses the necessary professional and technical qualifications and competence, financial resources, equipment and other physical facilities, managerial capability, personnel, experience and reputation to perform the contract;<br>(i) The Tenderer cannot provide proof that he is in good standing with respect to duties, taxes, levies and contributions required in terms of legislation applicable to the work in the contract.<br>(ii) The Tenderer cannot demonstrate that he will have in his employ during the contract period the necessary personnel satisfying the requirements of the Scope of Work for labour-intensive competencies for management and supervisory personnel.<br><br>Only Tenderers meeting the Construction Industry Development Board (CIDB) contractor grading designation of **4CE or Higher** as defined in the Regulations (01 June 2004 as amended) in terms of the CIDB Act 38 of 2000, are eligible to submit tenders for this contract: |
| **Clause Number** | **Data / Wording** |
| | In terms of the Port St Johns Municipality Supply Chain Management Policy Guideline, all suppliers of goods and services to Port St Johns Municipality are required to register on the Database.<br><br>(1) Application forms may be obtained by phoning **047 564 1208** |
| **F.2.7** | The arrangements and venue for the compulsory Clarification Meeting are: Not<br><br>applicable |
| **F.2.8** | Change 'five working days' to 'seven working days'. Working days shall be from Monday to Friday and shall exclude all gazetted public holidays. |
| **F.2.10** | All tenderers must be registered for Value Added Tax (VAT) with the South African Revenue Services (SARS). |

| | |
|---|---|
| **F.2.12** | The requirements are as described in **Clause 1212 'ALTERNATIVE DESIGNS AND OFFERS'** of 'The COTO Standard Specification for Road and Bridge Works for State Road Authorities 1998 edition'. |
| **F.2.13** | **F.2.13.3** Tender offers shall be submitted as an original only. Under no circumstances whatsoever may the tender forms be retyped or redrafted. Photocopies of the original tender documentation may be used, but an original signature must appear on such photocopies.<br><br>The Employer's address for delivery of tender offers and identification details to be shown on each tender offer package are:<br>**Location of Tender Box:** In the Foyer, PORT ST JOHNS MUNICIPALITY<br><br>**Physical Address:** Port St Johns Municipality, Private Bag x 2 Port St Johns, 5120<br><br>**Identification Details:** CONSTRUCTION OF MVUME ACCESS ROAD<br><br>**Contract No. PSJLM-ENG-2026/27 – 10**<br><br>**F.2.13.6** A two-envelope system will **not be followed**. |
| **F.2.15** | The closing time for submission of Tender Offers is: **11h00AM on 20th November 2026** |
| **Clause Number** | **Data / Wording** |
| | Telegraphic, telephonic, telex, facsimile, electronic, e-mailed and late tenders will not be accepted. |
| **F.2.16** | The tender offer validity period is **90 days** from the closing time for submission of tenders. |
| **F.2.18** | The tenderer must submit to the Employer the names of all management and supervisory staff that will be employed to supervise the labour-intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirement. |
| **F.2.19** | Access shall be provided for inspections and testing by personnel acting on behalf of the Employer. |
| **F.2.22** | This is not applicable. |
| **F.2.23** | The certificates as required in the Returnable Schedules and Forms must be provided with the tender for each party to a consortium / joint venture. |
| **F.3.1** | Change 'five working days' to 'seven working days'. Working days shall be from Monday to Friday and shall exclude all gazetted public holidays. |

| | |
|---|---|
| **F.3.2** | Change 'seven days' to 'five working days'. Working days shall be from Monday to Friday and shall exclude all gazetted public holidays. |
| **F.3.4** | The time and location for opening of the tender offers are:<br><br>**Time:** 11H00 AM<br>**Date:** 20th November 2026<br>**Location / Venue:** Port St Johns Municipality, P.O Box 2, Port St Johns 5120 |
| **F.3.5** | A two-envelope system will **not be followed**. |

| Clause Number | Data / Wording |
|---|---|
| **F.3.8** | **Test for responsiveness**<br><br>**F.3.8.1** Determine, after opening and before detailed evaluation, whether each tender offer properly received:<br><br>(a) complies with the requirements of these Conditions of Tender,<br>(b) has been properly and fully completed and signed, and<br>(c) is responsive to the other requirements of the tender documents.<br><br>**F.3.8.2** A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:<br><br>i. a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,<br>ii. b) significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or<br>iii. c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.<br><br>Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non- conforming deviation or reservation. |
| **Clause Number** | **Data / Wording** |
| **F.3.13** | **F.3.13.1** The legal requirements for acceptance of the tender offer are:<br><br>(g) **Tender Defaulters Register** - the Tenderer or any of its principals is not listed on the register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector. |

| | |
|---|---|
| | (h) **Abuse of the SCM System** - the Tenderer has not abused the Employer's Supply Chain Management System and has not been given a written notice to the effect that he has failed to perform on any previous contract.<br><br>(i) **Declaration** - the Tenderer has indicated and declared whether or not a spouse, child or parent of the Tenderer is in the service of the State.<br><br>(j) **Fraud and Corruption** - the Employer is satisfied that the Tenderer or any of his principals have not influenced the tender offer and acceptance by the following criteria:<br><br>(i) having offered, promised or given a bribe or other gift or remuneration to any person in connection with the obtaining of this Contract;<br><br>(ii) having acted in a fraudulent or corrupt manner in obtaining this Contract;<br><br>(iii) having approached an officer or employee of the Employer or the Employer's Agent with the object of influencing the award of a Contract in the Tenderer's favour;<br><br>(iv) having entered into any agreement or arrangement, whether legally binding or not, with any other person, firm or company to refrain from Tendering for this Contract or as to the amount of the Tender to be submitted by either party;<br><br>(v) having disclosed to any other person, firm or company other than the Employer, the exact or approximate amount of his proposed Tender.<br><br>The Employer may, in addition to using any other legal remedies, repudiate the Tender offer and acceptance and declare the Contract invalid should it have been concluded already. |

| | |
|---|---|
| **F.3.18** | The number of paper copies of the signed contract to be provided by the Employer is **one (1)**. |

**Evaluation Criteria**

**The bids will also be evaluated on functionality as follows:**

**Functionality Assessment**

**Functionality (Max = 85 points) Bidders must score a minimum of 65 points in order to be evaluated further for Price**

| TENDER CRITERIA | Max points available |
|---|---|
| **Plant and Equipment**<br><br>Attach certified copy of proof of Enatis Ownership and Valid Licencing Registration Dics OR Letter of Intent to hire with proof of E-natis Ownership Valid Licencing Registration Dics from the Owner of Plant (Proof of Enatis Ownership of Plant must be under the Name of the Director of the Company or Name of the Company)<br><br>(Certified copies must have original stamp which is not older than 3 months from the date of certification. To attain points the letter of intent to hire must be on the letterhead of the company hiring out the Plant and Equipment and must be stamped and signed)<br><br>Attach Invoice stating the name of the Company or Director of the Company as the Purchaser for the plant that is not E-Natis compliant. | **(30 Max)** |
| TLB | 5 |
| Tipper Truck (Must be 2) | 2,5 (5) |
| Rollers (Pad footer and Smooth roller) | 2,5 (5) |
| Excavator | 5 |
| Grader | 5 |
| Water cart | 5 |
| **Technical Expertise** | **(35 Max)** |
| **Contract Manager** must have B-tech in Civil Engineering with a valid LIC NQF Level 7 or more qualifications with 7 years or more experience on road construction (attach cv illustrating years of experience and Qualifications to get points)<br>Allocation of points:(1) 07 years or more – 12 points<br>(2) 05 - 07 Years - 06 points<br>(3) 02- 05 years - 03 points | **12** |
| **Site Agent** must have B-Tech in Civil Engineering with a valid LIC NQF Level 6 or more qualifications with 5 years or more experience on road construction. (attach cv illustrating years of experience and Qualifications to get points)<br>Allocation of points :(1) 05 years or more – 09 points<br>(2) 03 – 05 Years – 05 points<br>(3) 01 – 03 years – 03 points | **09** |
| **Site Forman** must have ND Civil Engineering or more qualification with 5 years or more experience on road construction. (attach cv illustrating years of experience and Qualifications to get points)<br>Allocation of points :(1) 05 year or more – 07 points<br>(2) 02 – 05 years – 03 points | **07** |

| TENDER CRITERIA | Max points available |
|---|---|
| **Occupational Health and Safety Officer** must have SAMTRAC Qualification or Equivalent with 3 years or more experience in a role as safety officer on Construction of Roads Projects.<br>Allocation of points: (1) 03 years or more – 07 points<br>(2) 01 – 03 Years – 03 points<br><br>**(Certified copies of qualifications must have and original stamp not older than 6 months from the date of certification)**<br>**NB –** Bidder must have all the required documentation in order to score the points<br>**NB** –Team must be currently employed by the Bidder and cannot be seen as working for two companies bidding for the same project. **Companies involved will all loose points and be disqualified.** | **07** |
| **<u>Paved Roads Maintenance/Construction Experience</u>**<br><br>• Attach Completion letters must state the Project description, Duration of the Project and the Bid Number which must be the same as the one showing on the Appointment letter. Appointment letters stating the same description, Amount and Bid number as per the Completion letter. (In order to attain points) All letters must be signed by all parties, municipal representative and the contractor / consultant.<br>• Attach at least Four Projects of value greater than R 3 million for Construction of Access Roads.<br><br>**Note:** The certificate of completion must be on a letterhead of the client, must be addressed to the contractor who was awarded the contract and must include the tender/service order number and contract amount and the Duration of the Contract. The Letter of Completion must be signed and dated by an official from the client, Or completion letters with no amount must be coupled with appointment letter stating amount of appointment same description, same bid number signed by all parties.<br><br>**NB – Kindly note that completion letters may be verified from the clients.** | **(20 Max)**<br><br>**5 per project** |
| **Total points scored** | **85 Max** |

**Bidders must take note of the following bid conditions: (Mandatory Requirements)**

- Attach Valid Tax Compliant Pin issued by SARS.
- Contractors must be registered on CIDB with 4CE or higher (Attach CIDB Grading Certificate)
- In the case of a Joint Venture, a detailed Joint Venture Agreement must be signed and submitted indicating the level of involvement and responsibilities of each Joint Venture partner must be submitted. Individual partners are to comply with and submit all relevant documents and must be signed by all related parties.
- Failure to completely fill in the tender or MBD e.g. Form of Offer, declaration of interest will result in a tender deemed non-responsive.
- Failure to submit and complete or supplementary information will result in the tender being null, void and non-responsive.
- Attach company resolution letter for JV, it must be signed by both partners
- Attach valid letter of Good Standing from Department of Labour.
- Failure to attach the requirements as per the Specification will invalidate your offer
- Valid Current Municipal Rates clearance statement of the company and each individual director which are not in arrears for more than 90 days. **Or**
- If the Company is leasing property where the Company is operating from, a signed valid lease agreement must be submitted. If the directors of the company are leasing a property a signed valid lease agreement must be submitted. **Or**
- If the directors reside where rates, taxes and service charges are not billed and the company operates where rates are not billed submit exemption from your respective Municipality's Revenue office as proof that the bidder as per the Municipality's valuation roll does not own any property which is not later than 90 days
- Financial statements for all bids with CIDB grading above 3CE, applicable to Joint Ventures as well. Financial Statements must be signed by all related parties – director or accountant.
- All alterations in prices/quotes must be signed and failure to sign will result in tender deemed non-responsive.

**Bidders must further note that:**

- Bidders not registered on Central Supplier Database will not be considered.
- Bidders must be registered on CIDB and provide CRS Number.
- The Council reserves the right to disqualify any service provider whose members and or shareholders owe the municipal rates & taxes and levies and those that are in the service of the state.
- Misrepresentation of address of the business with the aim of earning points may lead to disqualification
- Non-disclosure by service providers who are in the employ of the state may lead to disqualification
- Bids submitted will hold good for a period of **90** days and if your company has not heard within this period take that your company was unsuccessful unless communicated otherwise

**PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT (PPPFA) POINTS WILL BE AWARDED AS FOLLOWS AS PER THE SUPPLY CHAIN MANAGEMENT POLICY**

- Price 80 Points
- Specific Goal 20 Points

NB: **Calculation of Points for Price** *(**Ps**)*

*The points scored for Price will be calculated using the following formula:*

$$Ps = 80\left(1 - \frac{Pt - P\min}{P\min}\right)$$

*Where $P_S$ = points scored for price by tender under consideration*

*$P_{min}$= price of lowest acceptable tender*

*$P_t$ = price of tender under consideration*

Fractions will be rounded off to two places after the decimal comma.

**Points awarded for specific goals**

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 the table below as may be supported by proof/ documentation stated in the conditions of this tender. Specific goals for the tender and points claimed are indicated per the table below:

| **The specific goals allocated points in terms of this tender** | **Number of points allocated (80/20 system)** | **Number of points claimed (80/20 system)** |
|---|---|---|
| Black Owned Companies | 10 | |
| Promotion of Women Owned Companies | 10 | |

**Tenderers must submit copies of all supporting documents necessary to prove conformance with Specific Goal criteria listed above in order to be eligible for Specific Goal points.**

**PORT ST JOHN'S LOCAL MUNICIPALITY**

**PSJLM-MIG-2026/27 – 10**

**CONSTRUCTION OF MVUME ACCESS ROAD**

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Part T2: Returnable Documents

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## T2.1 LIST OF RETURNABLE DOCUMENTS

This Project Document must be submitted as a whole and shall not be taken apart or altered in any way whatsoever. The following schedules and forms are shall be based on the fact that whenever there will be work that needs to be undertaken, schedule of quantities will be prepared and the bidders appointed in the panel will be asked to price. Subsequent to that a form of offer and a form of acceptance shall be completed and accepted by the employer and contained in this document and are to be properly completed as required:

a) Returnable Schedules in T2.2.
b) C1.1 Form of Offer and Acceptance,
c) Contract Specific Data Provided by the Contractor in C1.2.2 Part B.
d) Pricing Data in C2.2: Schedule of Quantities.


| | | Pages |
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## RETURNABLE DOCUMENTS

**NOTE**: The Tenderer is required to complete each and every schedule and form listed above to the best of his ability as the evaluation of tenders and the eventual contract will be based on the information provided by the Tenderer. Failure of a Tenderer to complete the schedules and forms to the satisfaction of the Employer may lead to rejection on the grounds that the tender is not responsive.

**A. CERTIFICATE OF ATTENDANCE (not Compulsory to be signed as this will be checked on-site inspection attendance register)**

This is to certify that *(Tenderer)* .....

of (*address)* .....

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

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

**Particulars of person attending the meeting:**

Name: .....……..... Signature: .....….....

Capacity: .....

**Attendance of the above person at the meeting is confirmed by the Employer's agent, namely:**

Name:…… Signature: .....

Capacity:……. Date…… and Time: .....…….....

| |
|---|
| |
| **PORT ST JOHNS MUNICIPALITY Stamp** |

## B. RECORD OF ADDENDA TO TENDER DOCUMENTS

I / We confirm that the following communications received from the Employer or his representative before the date of submission of this tender offer, amending the tender documents, have been taken into account in this tender offer and are attached hereto.

| ADDENDUM No. | DATE |
|---|---|
| | |
| | |
| | |
| | |

***Please attach all Addenda to this page***

SIGNATURE: .....…….. DATE: ….....

*(Of person authorized to sign on behalf of the Tenderer)*

## C. COMPULSORY ENTERPRISE QUESTIONNAIRE

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

**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 serving or has served within the last 12 months as any of the following:

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

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

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

*insert separate page if necessary

**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 serving or has served within the last 12 months as any of the following:

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

| Name of spouse, | Name of institution, | Status of service (tick appropriate |
|---|---|---|

| child or parent | public office, board or organ of state and position held | 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, has within the last five years been convicted of fraud or corruption;
IV. confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest;
V. confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signed …….. Date……

Name ..... Position … … … … … … … … … … … …

*Enterprise name …… …… …… .*

## D. CERTIFICATE OF AUTHORITY

### 1. SOLE PROPRIETOR (SINGLE OWNER BUSINESS) AND NATURAL PERSON

1.1 I, _____, the undersigned, hereby confirm that I am the sole owner of the business trading as _____. OR

1.2 I, _____, the undersigned, hereby confirm that I am submitting this tender in my capacity as natural person.

| | | | |
|---|---|---|---|
| SIGNATURE: | | DATE: | |
| PRINT NAME: | | | |
| WITNESS 1: | | WITNESS 2: | |

### 2. COMPANIES AND CLOSE CORPORATIONS

2.1. **If a Bidder is a COMPANY**, **a certified copy of the resolution by the board of directors**, duly signed, authorizing the person who signs this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the company **must be submitted with this bid,** that is, before the closing time and date of the bid

2.2. In the case of a **CLOSE CORPORATION (CC**) submitting a bid**, a resolution by its members**, authorizing a member or other official of the corporation to sign the documents on their behalf, **shall be included with the bid.**

**PARTICULARS OF RESOLUTION BY BOARD OF DIRECTORS OF THE COMPANY/MEMBERS OF THE CC**

| | |
|---|---|
| **Date Resolution was taken** | |
| **Resolution signed by (name and surname)** | |
| **Capacity** | |
| **Name and surname of delegated Authorized Signatory** | |
| **Capacity** | |
| **Specimen Signature** | |

| | | | | | |
|---|---|---|---|---|---|
| SIGNED ON BEHALF OF COMPANY / CC: | | | | | |
| PRINT NAME: | | | | | |
| WITNESS 1: | | 2: | | | |

### 3. PARTNERSHIP

We, the undersigned partners in business trading as _____

_____hereby authorizes Mr/Ms_____to sign this bid as well as any contract resulting from the bid and any other documents and correspondence in connection with this bid and /or contract for and on behalf of the above-mentioned partnership.

The following particulars in respect of every partner must be furnished and signed by every partner:

| Full name of partner | | | Signature |
|---|---|---|---|
| | | | |
| | | | |
| | | | |
| SIGNED ON BEHALF OF PARTNERSHIP: | | DATE: | |
| PRINT NAME: | | | |
| WITNESS 1: | | WITNESS 2: | |

### 4. CONSORTIUM

We, the undersigned consortium partners, hereby authorize_____

_____(Name of entity) to act as lead consortium partner and further authorize Mr./Ms._____

_____

To sign this offer as well as any contract resulting from this tender and any other documents and correspondence in connection with this tender and / or contract for and on behalf of the consortium.

The following particulars in respect of each consortium member must be provided and signed by each member:

| Full Name of Consortium Member | Role of Consortium Member | % Participation | Signature |
|---|---|---|---|
| | | | |
| | | | |

| | | | |
|---|---|---|---|
| | | | |
| SIGNED ON BEHALF OF PARTNERSHIP: | | DATE: | |

| PRINT NAME: | |
|---|---|
| WITNESS 1: | WITNESS 2: |

## E. PLANT AND EQUIPMENT

Note: Each partner to a Joint Venture is to provide the information required below with respect to his company's contribution to the plant and equipment resourcing of the Joint Venture. The following are lists of major items of relevant equipment that I / we presently own or lease and will be available for this contract if my / our tender is accepted.

**a) Details of major Plant and Equipment that is owned by me / us and is immediately available for this contract:**

| **DESCRIPTION** ***(type, size, capacity, etc.)*** | **QUANTITY** | **YEAR OF MANUFACTURE** |
|---|---|---|
| | | |
| | | |
| | | |

***Attach additional pages if more space is required***

**b) Details of major Plant and Equipment that will be hired or acquired for this contract if my/ our tender is accepted:**

| **DESCRIPTION** ***(type, size, capacity, etc.)*** | **QUANTITY** | **HOW ACQUIRED** | |
|---|---|---|---|
| | | **HIRE/ BUY** | **SOURCE** |
| | | | |
| | | | |
| | | | |

***Attach additional pages if more space is required***

The Tenderer undertakes to bring onto site without additional cost to the Employer any additional plant not listed but which may be necessary to complete the contract within the specified contract period.

SIGNATURE: .....……..... DATE: .....

*(of person authorized to sign on behalf of the Tenderer)*

## F. EXPERIENCE OF TENDERER

Note: Each partner to a Joint Venture is to provide the information required below with respect to his company's contribution to the experience of the Joint Venture.

The following is a statement of work of similar nature recently successfully executed by myself / ourselves:

| EMPLOYER: CONTACT PERSON AND TELEPHONE NUMBER | CONSULTING ENGINEER: CONTACT PERSON AND TELEPHONE NUMBER | NATURE OF WORK | VALUE OF WORK (inclusive of VAT) | DATE COMPLETED OR EXPECTED TO BE COMPLETED |
|---|---|---|---|---|
| | | | | |
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***Attach additional pages if more space is required***

SIGNATURE: .....…….. DATE: .....

## G. PROPOSED SUBCONTRACTORS

I/We hereby notify you that it is my/our intention to employ the following subcontractors for work under this contract. If I/we am/are awarded a contract I/we agree that this notification does not change the requirement for me/us to submit the names of proposed subcontractors in accordance with the requirements of the contract for such appointments.

Acceptance of this tender shall not be construed as approval of all or any of the listed subcontractors. Should any of or all of the subcontractors not be approved subsequent to the acceptance of the tender, it shall in no way invalidate this tender, and the tendered unit rates for the various items of work shall remain final and binding, even in the event of a subcontractor not listed below being approved by the Employer.

| NAMES AND ADDRESSES OF PROPOSED SUBCONTRACTORS | NATURE AND EXTENT OF WORK TO BE SUBCONTRACTED | PREVIOUS EXPERIENCE WITH SUBCONTRACTOR |
|---|---|---|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

***Attach additional pages if more space is required***

SIGNATURE: .....…..... DATE: ….....

## H. KEY PERSONNEL

### 1. KEY PERSONNEL - MANAGEMENT

The Tenderer must insert in the spaces provided below a list of the key personnel in the Joint Venture to be employed in the construction of the Works together with a resume of their experience with particular reference to the construction of similar Works.

The Tenderer shall attach the curriculum vitae of the listed key management personnel to the next page.

***(The compiler to indicate the designations that will be required for the project)***

| DESIGNATION | NAMES | PROJECT TYPE | VALUE OF WORK | YEAR COMPLETED |
|---|---|---|---|---|
| | | | | |

***Attach additional pages if more space is required***

SIGNATURE: .....…..... DATE: ….....

*(of person authorized to sign on behalf of the Tenderer*

## 2. KEY PERSONNEL – LABOUR INTENSIVE ACTIVITIES

Contractors shall employ in labour-intensive works only those supervisory and management staff that have completed the required Skills Programme in terms of Appendix C of the "Guidelines for the implementation of labor-intensive infrastructure projects under the Expanded Public Works Programme (EPWP) Third Edition 2015":

Tenderers' attention is drawn to the required minimum supervisor to worker ratio for this project stated in the Particular Specifications.

The Tenderer must insert in the spaces provided below the relevant details of the personnel to be employed in the construction of the Works possessing the required qualifications in the supervision or management of LIC projects. A copy of the relevant qualification certificate for each such person shall be attached to the next page.

| DESIGNATION | NAME | NAME OF TRAINING INSTITUTION | QUALIFICATION OBTAINED IN THE SUPERVISION OR MANAGEMENT OF LIC PROJECTS | YEAR QUALIFICATION OBTAINED |
|---|---|---|---|---|
| | | | | |
| | | | | |
| | | | | |
| | | | | |

***Attach additional pages if more space is required***

SIGNATURE: .....……..... DATE: ….....

*(of person authorized to sign on behalf of the Tenderer)*

## 3. CURRICULUM VITAE OF KEY PERSONNEL - MANAGEMENT

***Curriculum Vitae of key management personnel to be attached to this page.***

## I. DEVIATIONS AND QUALIFICATIONS

Should the Tenderer wish to make any deviation from or any qualification to the Special Conditions of Contract, Specifications, Schedule of Quantities, or Drawings, or should he wish to qualify the tender in any way, he shall indicate the proposals clearly hereunder or alternatively on photocopies of the original tender documentation which shall be attached to this page.

| SECTION | PAGE | DEVIATION OR QUALIFICATION, INCLUDING REFERENCE CLAUSE OR ITEM NUMBER |
|---|---|---|
| | | |
| | | |
| | | |
| | | |
| | | |

***Attach additional pages if more space is required***

SIGNATURE: .....…..... DATE: ….....

*(of person authorized to sign on behalf of the Tenderer)*

## J. CONTRACTOR'S HEALTH AND SAFETY DECLARATION

### CONTRACTOR'S HEALTH AND SAFETY DECLARATION

In terms of Clause 4(4) of the OHSA 1993 Construction Regulations 2003 (referred to as "the Regulations" hereafter), a Contractor may only be appointed to perform construction work if the Employer is satisfied that the Contractor has the necessary competencies and resources to carry out the work safely in accordance with the Occupational Health and Safety Act No 85 of 1993 and the OHSA 1993 Construction Regulations 2003.

To that effect a person duly authorized by the tenderer must complete and sign the declaration hereafter in detail.

**Declaration by Tenderer**

1. I the undersigned hereby declare and confirm that I am fully conversant with the Occupational Health and Safety Act No 85 of 1993 (as amended by the Occupational Health and Safety Amendment Act No 181 of 1993), and the OHSA 1993 Construction Regulations 2003.

2. I hereby declare that my company has the competence and the necessary resources to safely carry out the construction work under this contract in compliance with the Construction Regulations and the Employer's Health and Safety Specifications.

3. I propose to achieve compliance with the Regulations by one of the following:

   **a)** From my own competent resources as detailed in 4(a) hereafter: ..... ***Yes / No**

   **b)** From my own resources still to be appointed or trained until competency is achieved, as detailed in 4(b) hereafter: ..... ***Yes / No**

   **c)** From outside sources by appointment of competent specialist subcontractors as detailed in 4(c) hereafter…….. ***Yes / No**

   (** = delete whatever is not applicable*)

4. Details of resources I propose:

   *(Note: Competent resources shall include safety personnel such as a construction supervisor and construction safety officer as defined in Regulation 6, and competent persons as defined in the OHSA 1993 Construction Regulations 2003, as applicable to this contract)*

   (a) Details of the competent and qualified key persons from my company's own resources, who will form part of the contract team:

| NAMES OF COMPETENT PERSONS | POSITIONS TO BE FILLED BY COMPETENT PERSONS |
|---|---|
| | |
| | |
| | |

   (b) Details of training of persons from my company's own resources (or to be hired) who still have to be trained to achieve the necessary competency:

(i) By whom will training be provided? .....

(ii) When will training be undertaken? .....

(iii) List the positions to be filled by persons to be trained or hired: .....

.....

.....

(c) Details of competent resources to be appointed as subcontractors if competent persons cannot be supplied from own company:

Name of proposed subcontractor: .....

Qualifications or details of competency of the subcontractor: .....

.....

(d) .....

5. I hereby undertake, if my tender is accepted, to provide, before commencement of the works under the contract, a suitable and sufficiently documented Health and Safety Plan in accordance with Regulation 5(1) of the Construction Regulations, which plan shall be subject to approval by the Employer.
6. I confirm that copies of my company's approved Health and Safety Plan, the Employer's Safety Specifications as well as the OHSA 1993 Construction Regulations 2003 will be provided on site and will at all times be available for inspection by the Contractor's personnel, the Employer's personnel, the Engineer, visitors, and officials and inspectors of the Department of Labour.
7. I hereby confirm that adequate provision has been made in my tendered rates and prices in the schedule of quantities to cover the cost of all resources, actions, training and all health and safety measures envisaged in the OHSA 1993 Construction Regulations 2003, and that I will be liable for any penalties that may be applied in terms of the said Regulations (Regulation 30) for failure on the Contractor's part to comply with the provisions of the Act and the Regulations.
8. I agree that my failure to complete and execute this declaration to the satisfaction of the Employer will mean that I am unable to comply with the requirements of the OHSA 1993 Construction Regulations 2003, and accept that my tender will be prejudiced and may be rejected at the discretion of the Employer.

SIGNATURE: ..... DATE: .....….....

*(of person authorized to sign on behalf of the Tenderer)*

## K. TAX CLEARANCE CERTIFICATE

An **original** valid Tax Clearance Certificate from the South African Revenue Service (SARS) shall be attached to this Schedule or proof that the tenderer has made arrangements with SARS to meet his or her outstanding tax obligations. Each party to a Consortium/Joint Venture shall submit a separate Tax Clearance Certificate, or proof that he or she has made the necessary arrangements with SARS. Failure to submit any of the above shall invalidate the tender/bid.

**TAX CLEARANCE CERTFICATE REQUIREMENTS**

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

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

SIGNATURE: ..... DATE: .....….....

*(of person authorized to sign on behalf of the Tenderer)*

## L. SCHEDULE OF ESTIMATED LOCAL LABOUR TO BE EMPLOYED ON THIS CONTRACT

The Tenderer must state below an estimate of the local labour he intends to use on this contract. This information must be submitted and failure to do so may prejudice the tender.

| Type of labour (Construction item, e.g. Unskilled – digging of trenches) | Man-days (a) | Rate per Day (b) | Total (a x b) |
|---|---|---|---|
| | | | |
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## M. CONFIRMATION OF CONTRACTOR REGISTRATION

**CIDB Contractor Registration**

I/We confirm my/our registration with the Construction Industry Development Board (CIDB) details of which are as follows:

| **COMPANY NAME** | **CIDB REGISTRATION NO.** | **CONTRACTOR GRADING DESIGNATION** |
|---|---|---|
| | | |
| | | |
| | | |
| | | |

Where a tenderer satisfies requirements through the formation of a joint venture, details of each party to the joint venture shall be submitted. The information provided above shall be verified by the Employer. Bargaining Council Certificate of Compliance Where applicable, a certificate of Compliance issued by the relevant Bargaining Council shall be attached to this schedule

SIGNATURE: ..... DATE: .....….....

*(of person authorized to sign on behalf of the Tenderer*

**N.**

**MBD 4**

**DECLARATION OF INTEREST**

1. No bid will be accepted from persons in the service of the state[1].

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, shareholder[2]):

   …….....

   3.4 Company Registration Number: ……

   3.5 Tax Reference Number: …….

   3.6 VAT Registration Number: ……

   3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers 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…..…….....

   …….

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

(a) a member of –
   (i) any municipal council;
   (ii) any provincial legislature; or
   (iii) the national Assembly or the national Council of provinces;

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

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

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**

**O.** **MBD 6.1**

## 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**

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

b) The 80/20 preference point system will be applicable in this tender. The lowest 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:

**80/20** **or** **90/10**

$$\boldsymbol{Ps = 80\,(1 - \frac{Pt - P\,min}{P\,min})} \quad \text{or} \quad \boldsymbol{Ps = 90\,(1 - \frac{Pt - P\,min}{P\,min})}$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

**POINTS AWARDED FOR PRICE**

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

**80/20** **or** **90/10**

$$\boldsymbol{Ps = 80\,(1 + \frac{Pt - P\,max}{P\,max})} \quad \text{or} \quad \boldsymbol{Ps = 90\,(1 + \frac{Pt - P\,max}{Pmax})}$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax =Price of highest acceptable tender

## 4. POINTS AWARDED FOR SPECIFIC GOALS

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

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is

unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

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

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

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

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

| The specific goals allocated points in terms of this tender | Number of points allocated (80/20 system) | Number of points claimed (80/20 system) |
|---|---|---|
| Black Owned Companies | 10 | |
| Promotion of Women Owned Companies | 10 | |

**DECLARATION WITH REGARD TO COMPANY/FIRM**

4.2. Name of company/firm…….

4.3. Company registration number: ……...

4.4. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and

4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

(a) disqualify the person from the tendering process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

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

(e) forward the matter for criminal prosecution, if deemed necessary.

.....

**SIGNATURE(S) OF TENDERER (S**

**SURNAME AND NAME:** .....

**DATE:** .....

**ADDRESS:** .....

.....

.....

**MBD 8**

**DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

1 This Municipal Bidding Document must form part of all bids invited.

2 It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.

3 The bid of any bidder may be rejected if that bidder, or any of its directors 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).

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?<br>(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 *audi alteram partem* rule was applied).<br>**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)?<br>**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 IS TRUE ANDCORRECT.**

**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**

**MBD 9**

## CERTIFICATE OF INDEPENDENT BID DETERMINATION

1 This Municipal Bidding Document (MBD) must form part of all bids[1] invited.

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

3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:

a. take all reasonable steps to prevent such abuse;

b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and

c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.

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

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

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

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

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

**PSJLM-ENG-2026/27-10**

in response to the invitation for the bid made by:

**Port St Johns Municipality**

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

I certify, on behalf of:_____that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
   (a) has been requested to submit a bid in response to this bid invitation;
   (b) could potentially submit a bid in response to this 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 bi

6. The bidder has arrived at the accompanying quotation independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium[3] will not be construed as collusive bidding.

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
   (a) prices;
   (b) geographical area where product or service will be rendered (market allocation)
   (c) methods, factors or formulas used to calculate prices;
   (d) the intention or decision to submit or not to submit, a bid;
   (e) the submission of a bid, which does not meet the specifications and conditions of this invitation; or
   (f) submitting a bid with the intention not to win the bid.

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

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

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

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 |

## P. ALTERATIONS/AMENDMENTS BY TENDERER

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

The Tenderer's attention is drawn to clause F.3.8 of the Standard Conditions of Tender referenced in the Tender Data regarding the Employer's handling of material deviations and qualifications. If no deviations or modifications are desired, the schedule hereunder is to be marked NIL and signed by the Tenderer.

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

| PAGE/ITEM | CLAUSE/DESCRIPTION |
|---|---|
| | |

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

SIGNATURE: ..... DATE: .....….....

*(of person authorized to sign on behalf of the Tenderer)*

**PORT ST JOHN'S LOCAL MUNICIPALITY**

**PSJLM-ENG-2026/27 – 10**

**CONSTRUCTION OF MVUME ACCESS ROAD**

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Part C1: Agreements and Contract Data

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Contents Pages

C1.1 Form of Offer and Acceptance (Agreement)

C1.2 Contract Data

C1.3 Form of Guarantee

C1.4 List of approved financial institutions

C1.5 Occupational Health and Safety Agreement

C1.6 Contract of Temporary Employment as Community Liaison Officer

## C1: AGREEMENTS AND CONTRACT DATA

## C1.1 FORM OF OFFER AND ACCEPTANCE (Not Applicable)

## A. OFFER

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of the following works: **CONTRACT No. PSJLM-ENG-2026/27 – 10**

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

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

**The offered total of the prices inclusive of Value Added Tax is:**

Amount in Words.....

……..

……..

**R.....** (*in figures*)

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

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

**Name:** (*of signatory in capitals)*: .....

**Capacity:** (*of Signatory*): .....

**Name of Tenderer:** (*organization*): .....

Address: …….....

.....

Telephone number: …… Fax number: .....

**Witness:**

**Signature:** .....

**Name:** *(in capitals):* .....

**Date:** .....

***[Failure of a Tenderer to sign this form will invalidate the tender]***

**B. ACCEPTANCE (Not Applicable)**

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

- Part 1 Agreements and Contract Data (which includes this Agreement)
  Part 2 Pricing Data, including the Schedule of Quantities
- Part 3 Scope of Work
- Part 4 Site Information

and the schedules, forms, drawings and documents or parts thereof, which may be incorporated by reference into Parts 1 to 4 above.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto 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, which must be duly signed by the authorized representatives of both parties.

The Tenderer shall deliver the Guarantee in terms of Clause 7 of the General Conditions of Contract 2010 within the period stated in the Contract Data, and he shall, immediately after receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any other bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data, within 14 days of the date on which this Agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

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

**Signature:** .....

**Name:** *(in capitals)*.....

**Capacity:** .....

**Name of Employer** *(organization)* .....

Address: ..... ..... .....

.....

**Witness:**

**Signature:** ..... Name: .....

**Date:** .....

## C. SCHEDULE OF DEVIATIONS

The extent of deviations from the tender documents issued by the Employer prior to the tender closing date is limited to those permitted in terms of the Tender Data and the Conditions of Tender.

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

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.

Any change or addition to the tender documents arising from the above agreement and recorded here shall also be incorporated into the final draft of the Contract.

**1. Subject:** .....

**Details:** .....

.....

**2. Subject:** .....

**Details:** .....

.....

**3. 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 change to the terms of the offer agreed by the Tenderer and the Employer during this process of offer and acceptance.

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

**FOR THE TENDERER:**

**Signature:** .....

**Name:** ..... .....

**Capacity:** .... .....

**Tenderer:** *(Name and address of organization)* .....

.....

**Witness:**

**Signature:** .....

**Name:** .....

**Date**: .....

**FOR THE EMPLOYER**

**Signature:** .....

**Name:** ..... .....

**Capacity:** .... .....

**Employer:** *(Name and address of organization)* .....

.....

**Witness:**

**Signature:** .....**Name:**.....

**Date:** .. .....

## C1.2 CONTRACT DATA

### C1.2.1 GENERAL CONDITIONS OF CONTRACT

This Contract will be based on the “General Conditions of Contract for Construction Works - New Edition 2010", issued by the South African Institution of Civil Engineering (abbreviated title: “General Conditions of Contract 2010").

It is agreed that the only variations from the General Conditions of Contract 2010 are those set out hereafter under “Special Conditions of Contract”.

### C1.2.2 SPECIAL CONDITIONS OF CONTRACT

#### C1.2.2.1 GENERAL

These Special Conditions of Contract (SCC) form an integral part of the Contract. The Special Conditions shall amplify, modify or supersede, as the case may be, the General Conditions of Contract 2010 to the extent.

The clauses of the Special Conditions hereafter are numbered “SCC” followed in each case by the number of the applicable clause or subclause in the General Conditions of Contract 2010, and the applicable heading, or (where a new special condition that has no relation to the existing clauses is introduced) by a number that follows after the last clause number in the General Conditions of Contract 2010, and an appropriate heading.

#### C1.2.2.2 AMENDMENTS TO THE GENERAL CONDITIONS OF CONTRACT 2010

SCC 1.1.4. reads “The Commencement date shall be the date of the Site Handover Meeting”.

**SCC 4.1.1 Extent of Contractor’s obligations**

*Add the following new paragraphs to the end of Clause 4.1.1:*

“If the Contractor fails to achieve the monetary value of the target set by the Employer for local labour content in terms of the Requirements of the Expanded Public Works Program (EPWP) in the Particular Specifications, the Contractor shall be liable to the Employer for a sum calculated in accordance with the Contract Data and the aforementioned Scope of Works as a penalty for such underachievement.

**Please note that it is the responsibility of the bidder to go on site and determine the site conditions**

## C1.2.2: CONTRACT DATA (Applicable to this contract)

## PART A: DATA PROVIDED BY THE EMPLOYER

The following contract specific data are applicable to this contract.

| REFERENCE | CONTRACT SPECIFIC DATA PROVIDED BY THE EMPLOYER |
|---|---|
| Clause 1.1.14 | **Name of Employer:** PORT ST JOHNS MUNICIPALITY |
| Clause 1.2.2 | **Address of Employer:**<br><br>Physical: Postal:<br>Port St Johns Municipality Private Bag X2<br>Port St Johns<br>5160<br><br>E-Mail: nbunge@psjmunicipality.gov.za |
| Clause 1.1.15 | Telephone No: (047) 564 1208 Fax No: 047 564 1208 |
| Clause 1.2.2 | **Name of Engineer:** PORT ST JOHNS MUNICIPALITY<br><br>**Address of Engineer:**<br><br>Physical:<br>Port St Johns Municipality Private Bag X2<br>Port St Johns<br>5160<br><br>E-Mail: nbunge@psjmunicipality.gov.za<br><br>Telephone No: (047) 564 1208 Fax No: 047 564 1206 |
| Clause 1.6 & 38.1: | Special non-working days are Sundays, the construction industry year end break and the following statutory public holidays as declared by National Government:<br><br>New Year's Day, Human Rights Day, Good Friday, Family Day, Freedom Day, Workers' Day, Youth Day, National Women's Day, Heritage Day, Day of Reconciliation, Christmas Day and the Day of Goodwill. |
| Clause 1.6: | The construction industry end break commences on the first working day after **15 December** and ends on the first working day after 1**5 January** of next year. |
| Clauses 4.1.1 and SCC 4.1.1 | **CONTRACTOR'S GENERAL OBLIGATIONS**<br><br>The penalty for failing to achieve the monetary value of the target set by the Employer for local labour content in terms of Part F: Requirements of the Expanded Public Works Program (EPWP) of section C3.3 Particular Specifications in Part C3: Scope of Works, is 5% of the monetary value by which the achieved monetary value falls short of the target monetary value. |

| | |
|---|---|
| Clause 7.1: | The time to deliver the Guarantee is within 14 days of the Commencement Date. |
| **REFERENCE** | **CONTRACT SPECIFIC DATA PROVIDED BY THE EMPLOYER** |
| Clause 10.1: | The Liability of the Guarantee shall be for 10% of the Accepted Contract Price up to the Certificate of Completion, and thereafter the liability shall be reduced to 5% of the accepted contract price up to the issue of the Final Approval Certificate.<br><br>The Contractor shall commence executing the Works within 14 days of the Commencement Date. |
| Clause 12.2: | The Contractor shall deliver his programme of work within 7 days of the Commencement Date. |
| Clause 35.1 | Insurance to be affected by the Contractor. |
| Clause 35.1.1.2.2: | The value of materials supplied by the Employer to be included in the insurance sum is Nil. |
| Clause 35.1.2: | Special Risks Insurance issued by SASRIA is required. |
| Clause 35.1.3: | The limit of indemnity for liability insurance is R2 000 000,00 (two million rands only) for any single liability claim. Liability insurance shall include spread of fire risk. |
| Clause 37.2.2.3: | The percentage allowance to cover overhead charges is 10%. The |
| Clause 42.1: | Works shall be completed as set out in the Scope of Works:<br>• In **8 Months** including special non-working days |
| Clause 43.1: | The penalty for failing to complete the whole of the Works is R1 500.00 (one thousand five hundred rands only) of the total Contract Price per day. |
| Clause 46.2: | The value of the certificates issued shall be adjusted in accordance with the Contract Price Adjustment Schedule:<br><br>**Note**: There will be no Contract Price Adjustment under this contract: The contract will be fixed no escalation will be added.<br>Bidders should allow their escalation within their tendering rates. |
| Clause 46.3: | Price adjustments for variations in the cost of special materials are allowed. |
| Clause 49.1.5: | The percentage limit on materials not yet built into the Permanent Works is 80%. |
| Clause 49.3: | The percentage retention on the amounts due to the Contractor is 10% to which 5% will be paid during practical completion |
| Clause 53.1: | The Defects Liability Period is **6 months** from the date of the Certificate of Completion. |
| Clause 58.2: | Dispute Resolution shall be by Mediation. |

## C1.2.2 CONTRACT DATA

## PART B: DATA PROVIDED BY THE CONTRACTOR

The following contract specific data are applicable to this contract.

| REFERENCE | CONTRACT SPECIFIC DATA PROVIDED BY THE CONTRACTOR |
|---|---|
| Clause 1.1.8: | **Name of the Contractor**: …… <br> …….. |
| Clause 1.2.2: | **Address of the Contractor**: <br> Physical: ..... ..... ..... ..... <br> Postal: ..... ..... ..... ..... |

SIGNATURE: ..... DATE: .....…….....

*(of person authorized to sign on behalf of the Tenderer)*

## C1.3 FORM OF GUARANTEE

**PRO FORMA**

**FORM OF GUARANTEE**

**Employer:** (*name and address*) …….

…….

**Contract No: ……..**

(*Contract title*) …….

WHEREAS……

(hereinafter referred to as "the Employer") entered into a Contract with

……

(hereinafter called "the Contractor") on the_____day of _____20_____
for the construction of (*Contract Title*)……

…… at……

AND WHEREAS it is provided by such Contract that the Contractor shall provide the Employer with security by way of a guarantee for the due and faithful fulfilment of such Contract by the Contractor;

AND WHEREAS …… (hereinafter referred to as "the Guarantor") has/have at the request of the Contractor, agreed to give such guarantee;

NOW THEREFORE WE, ……
do hereby guarantee and bind ourselves jointly and severally as Guarantor and Co-Principal Debtors to the Employer under renunciation of the benefits of division and exclusion for the due and faithful performance by the Contractor of all the terms and conditions of the said Contract, subject to the following conditions:

1. The Employer shall, without reference and/or notice to us, have complete liberty of action to act in any manner authorized and/or contemplated by the terms of the said Contract, and/or to agree to any modifications, variations, alterations, directions or extensions of the Due Completion Date of the Works under the said Contract, and that its rights under this guarantee shall in no way be prejudiced nor our liability hereunder be affected by reason of any steps which the Employer may take under such Contract, or of any modification, variation, alterations of the Due Completion Date which the Employer may make, give, concede or agree to under the said Contract.

2. This guarantee shall be limited to the payment of a sum of money.

3. The Employer shall be entitled, without reference to us, to release any guarantee held by it, and to give

time to or compound or make any other arrangement with the Contractor.

4. This guarantee shall remain in full force and effect until the issue of the Practical Completion Certificate in terms of the Contract, and thereafter the liability shall be reduced to 5% up to the issue of the Final Approval Certificate, unless we are advised in writing by the Employer before the issue of the said Certificate of his intention to institute claims, and the particulars thereof, in which event this guarantee shall remain in full force and effect until all such claims have been paid or liquidated.

5. Our total liability hereunder shall not exceed the sum of……..

…..... (in words)

R..... (in figures)

6. The Guarantor reserves the right to withdraw from this guarantee by depositing the Guaranteed Sum with the beneficiary, whereupon the Guarantor's liability hereunder shall cease.

7. We hereby choose our address for the serving of all notices for all purposes arising here from as

……..

…….

IN WITNESS WHEREOF this guarantee has been executed by us at ……

on this ……day of ……20……..

As witnesses:

1. ……. Signature ……
   Name in Block Letters

2. …….. Signature ……..
   Name in Block Letters

Duly authorized to sign on behalf of (*Guarantor*) … … … … … … … … … … … … . .

Address…….

…….

## C1.4 LIST OF APPROVED FINANCIAL INSTITUTIONS

The following financial institutions are available for issue of contract guarantees:

### National Banks:

ABSA Bank Ltd.

Development Bank of Southern Africa First

Rand Bank Ltd.

Gensec Bank Ltd.

Imperial Bank Ltd.

Infrastructure Finance Corporation

Investec Bank Ltd.

Land & Agricultural Bank of SA

Nedbank Ltd.

Zurich Insurance Co.

Standard Bank of SA Ltd.

SA Bank of Athens

**Insurance companies:**

ABSA Insurance

AIG South Africa

Auto & General

Compass Insurance Co.

Constantia Insurance Co.

Credit Guarantee Insurance Co.

Emerald Insurance Co.

Federated Employers Mutual Assurance Co.

Guardrisk Insurance Co.

Home Loan Guarantee Co.

Lion of Africa Insurance Co.

Lombard Insurance

MUA Insurance

**International Banks (with branches in SA):**

ABN AMRO Bank n.v.

Barclays Bank plc.

Commerzbank Aktiengesellschaft

Credit Agricole-Indosuez

Deutsche Bank AG

JP Morgan Chase Bank

Societe Generale

Standard Chartered Bank

New National Assurance Co.

Regent Insurance Co.

Mutual & Federal Insurance Co.

## C1.5 AGREEMENT IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT No 85 OF 1993

THIS AGREEMENT is made between The PORT ST JOHNS MUNICIPALITY. (hereinafter called the EMPLOYER) of the one part, herein represented by:

..... .....

in his capacity as.....;

AND: ..... .....

(hereinafter called the CONTRACTOR) of the other part, herein represented by.....

..... .....

in his capacity as: .....

duly authorized to sign on behalf of the Contractor.

**WHEREAS** the CONTRACTOR is the Mandatary of the EMPLOYER in consequence of an agreement between the CONTRACTOR and the EMPLOYER in respect of:

**CONTRACT No.:……..**
**for the construction, completion and maintenance of the works;**

**AND WHEREAS** the EMPLOYER and the CONTRACTOR have agreed to enter into an agreement in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act No 85 of 1993, as amended by OHSA Amendment Act No 181/1993 (hereinafter referred to as the ACT);

**NOW THEREFORE** the parties agree as follows:

1. The CONTRACTOR undertakes to acquaint the appropriate officials and employees of the CONTRACTOR with all relevant provisions of the ACT and the regulations promulgated in terms thereof.

2. The CONTRACTOR undertakes to fully comply with all relevant duties, obligations and prohibitions imposed in terms of the ACT and Regulations: Provided that should the EMPLOYER have prescribed certain arrangements and procedures that same shall be observed and adhered to by the CONTRACTOR, his officials and employees. The CONTRACTOR shall bear the onus of acquainting himself/herself/itself with such arrangements and procedures.

3. The CONTRACTOR hereby accepts sole liability for such due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures, if any, imposed by the ACT and Regulations, and the CONTRACTOR expressly absolves the EMPLOYER and the Employer's CONSULTING

ENGINEERS from being obliged to comply with any of the aforesaid duties, obligations, prohibitions, arrangements and procedures in respect of the work included in the contract.

4. The CONTRACTOR agrees that any duly authorized officials 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 more fully set out in paragraphs 1 and 2 above, which steps may include, but shall not be limited to, the right to inspect any appropriate site or premises occupied by the CONTRACTOR, or to take such steps the EMPLOYER may deem necessary to remedy the default of the CONTRACTOR at the cost of the CONTRACTOR.

5. 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 agreement, and shall, on written demand, provide full details in writing of such investigation, complaint or criminal charge.

Thus signed at..... for and on behalf of the **CONTRACTOR**

on this the …… day of ……....……..…… 20……

SIGNATURE: .....

NAME AND SURNAME: .....

CAPACITY: .....

WITNESSES: 1. .....

2. .....

Thus signed at.....for and on behalf of the **EMPLOYER** on this

the ……... day of ……..…… 20……

SIGNATURE: .....

NAME AND SURNAME: .....

CAPACITY: .....

WITNESSES: 1. .....

2. .....

## C1.6 CONTRACT OF TEMPORARY EMPLOYMENT AS COMMUNITY LIAISON OFFICER

To be made available to the successful tenderer.

**PORT ST JOHN'S LOCAL MUNICIPALITY**

**PSJLM-ENG-2026/27 – 10**

**CONSTRUCTION OF MVUME ACCESS ROAD**

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Part C2: Pricing Data

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| C2.2 Bills of Quantities | 74-88 |

# C2: PRICING DATA

## C2.1 PRICING INSTRUCTIONS

### 1. GENERAL

The Schedule of Quantities forms part of the Contract Documents and must be read and priced in conjunction with all the other documents comprising the Contract Documents, which include the Conditions of Tender, Conditions of Contract, the Specifications (including the Project Specifications) and the Drawings.

### 2. DESCRIPTION OF ITEMS IN THE SCHEDULE

The Schedule of Quantities has been drawn up generally in accordance with the relevant provisions of the COLTO Standard Specifications for Road and Bridge Works for State Road Authorities (1998 edition) published by the South African Institution of Civil Engineering (SAICE).

The short descriptions of the items in the Schedule of Quantities are for identification purposes only and the measurement and payment clause of the COLTO Standard Specifications (1998 edition) and the Particular Specifications, read together with the relevant clauses of the amendments and additions contained in the Project Specifications and directives on the drawings, set out what ancillary or associated work and activities are included in the rates for the operations specified.

The item numbers appearing in the Schedule of Quantities refer to the corresponding item numbers in the COLTO Standard Specifications (1998 edition). Item numbers prefixed by the letter B refer to items of payment described in Part B Amendments to the Standard Specifications.

For the purposes of this Schedule of Quantities, the following words shall have the meanings hereby assigned to them:

Unit: The unit of measurement for each item of work as defined in the specifications.

Quantity: The number of units of work for each item.

Rate: The payment per unit of measurement at which the Tenderer tenders to do the work.

Amount: The product of the quantity and the rate tendered for an item.

Lump Sum: An amount tendered for an item, the extent of which is described in the Schedule of Quantities, the specifications or elsewhere but the quantity of work of which is not measured in any units.

### 3. QUANTITIES REFLECTED IN THE SCHEDULE

The quantities given in the Schedule of Quantities are estimates only, and are subject to re-measure during the execution of the work. The quantities finally accepted and certified for payment, and not the quantities given in the Schedule of Quantities, shall be used to determine payments to the Contractor. The Contractor shall obtain

the Engineer's detailed instructions for all work before ordering any materials or executing work or making arrangements for it. The quantities of material or work stated in the Schedule of Quantities shall not be regarded as authorization for the Contractor to order material or to execute work.

The Works as finally completed in accordance with the Contract shall be measured and paid for as specified in the Schedule of Quantities and in accordance with the General and Special Conditions of Contract, the COLTO Standard Specifications sub-clause 1201(a), the Project Specifications and the Drawings. Unless otherwise stated, items are measured net in accordance with the Drawings, and no allowance has been made for waste. The validity of the contract will in no way be affected by differences between the quantities in the Schedule of Quantities and the quantities finally certified for payment.

## 4. PROVISIONAL SUMS

Where Provisional sums or Prime Cost sums are provided for items in the Schedule of Quantities, payment for the work done under such items will be made in accordance with clause 45 of the General Conditions of Contract 2010. The Employer reserves the right, during the execution of the works, to adjust the stated amounts upwards or downwards according to the work actually done under the item, or the item may be omitted altogether, without affecting the validity of the Contract.

The Tenderer shall not under any circumstances whatsoever delete or amend any of the sums inserted by the Employer in the "Amount" column of the Schedule of Quantities and in the Summary of the Schedule of Quantities unless ordered or authorized in writing by the Employer before closure of tenders. Any unauthorized changes made by the Tenderer to provisional items in the schedule, or to the provisional percentages and sums in the Summary of the Schedule of Quantities, will be treated as arithmetical errors.

## 5. PRICING OF THE SCHEDULE OF QUANTITIES

The prices and rates to be inserted by the Tenderer in the Schedule of Quantities shall be the full inclusive prices to be paid by the Employer for the work described under the several items, and shall include full compensation for all costs and expenses that may be required in and for the completion and maintenance during the defects liability period of all the work described and as shown on the drawings as well as all overheads, profits, incidentals and the cost of all general risks, liabilities and obligations set forth or implied in the documents on which the Tender is based. The rates and lump sums shall be comprehensive in accordance with sub-clause 1201(b) of the COLTO Standard Specifications for Road and Bridge Works for State Road Authorities (1998 edition).

Each item shall be priced and extended to the "Amount" column by the Tenderer, with the exception of the items for which only rates are required, or items which already have Prime Cost or Provisional Sums affixed thereto. If the Tenderer omits to price any items in the Schedule of Quantities, then these items will be considered to have a nil rate or price.

All items for which terminology such as "inclusive" or "not applicable" have been added by the Tenderer will be regarded as having a nil rate which shall be valid irrespective of any change in quantities during the execution of the Contract.

Should the Tenderer group a number of items together and tender one lump sum for such group of items, this single lump sum shall apply to that group of items and not to each individual item.

The tendered lump sums and rates shall be valid irrespective of any change in the quantities during the execution of the contract.

The Tenderer shall fill in rates for all items where the words "rate only" appear in the "Amount" column. The provisions of sub-clause 1201(f) of the COLTO Standard Specifications shall apply in rate only items. "Rate Only" items have been included where:

a. an alternative item or material is contemplated;
b. variations of specified components in the make-up of a pay item may be expected; and
c. no work under the item is foreseen at tender stage but the possibility that such work may be required is not excluded.

For “Rate Only” items, no quantities are given in the "Quantity" column but the quoted rate shall apply in the event of work under this item being required. The Tenderer shall, however, note that in terms of the Tender Data the Tenderer may be asked to reconsider any such rates which the Employer may regard as unbalanced.

Reasonable compensation will be received where no payment item appears in respect of work required in terms of the Contract which is not covered in any other pay item. All rates and amounts quoted in the Schedule of Quantities shall be in Rands and cents and shall include all levies and taxes (other than VAT). VAT will be added in the summary of the Schedule of Quantities. Note that fractions of a cent in all rates shall be discounted.

**6. CORRECTION OF ENTRIES**

Incorrect entries shall not be erased or obliterated with correction fluid but must be crossed out neatly. The correct figures must be entered above or adjacent to the deleted entry, and the alteration must be initialed by the Tenderer.

**7. INTERIM PAYMENTS**

Unless otherwise specified, monthly payments , referred to in Clause 52 of the General Conditions of Contract 2010, in respect of "sum" items in the Schedule of Quantities shall be by means of interim progress instalments assessed by the Engineer and based on the measure in which the work actually carried out relates to the extent of the work to be done by the Contractor.

Notwithstanding any custom to the contrary, the work as executed will be measured for payment in accordance with the methods described in the contract documents under the various items of payment.

Attention is directed to the provisions of clause 1220 of the Standard Specifications regarding the measurement of quantities for payment. Except where specified otherwise than in clause 1220, the net measurements or mass of the finished work in place shall be taken for payment, but any quantity of work in excess of that prescribed shall be excluded.

## 8. UNITS OF MEASUREMENT

The units of measurement described in the Schedule of Quantities are metric units. The following abbreviations are used in the Schedule of Quantities.

| | | | | | |
|---|---|---|---|---|---|
| mm | = millimetre | $m^3$-km | = cubic metre-kilometre | Prov sum | = provisional sum |
| m | = metre | l | = litre | kPa | = kilopascal |
| km | = kilometre | kl | = kilolitre | MPa | = megapascal |
| km-pass | = kilometre-pass | kg | = kilogram | MN | = meganewto |
| $m^2$ | = square metre | t | = tonne (1 000 kg) | t-km | = tonne-kilometre |
| | = square metre-pass | No. | = number | hr | = hour |
| | = hectare | % | = percent | dia | = diameter |
| | = cubic metre | PC sum | = prime cost sum | Sum | = lump sum |
| | = kilowatt | MN-m | = meganewton-metre | | |

## 9. CONSISTENCY OF RATES

In order to ensure that payments certified by the Engineer are reasonably consistent with the market value of the work done, and that variations in quantities do not distort the contract valuation, the rates, prices and amounts tendered in the Schedule of Quantities are required to be in balance.

A tender will be considered out of balance if:

(i) the combined, extended total tendered for the item:

13.01 The Contractor's general obligations

14

(a) Fixed obligations

(c) Time-related obligations

exceeds a maximum of 12% of the Tender Offer (excluding contingencies, escalation and VAT).

(ii) The rates, prices or amounts tendered for any other items differ by more than 20 (twenty) percent from either the next highest or next lowest rates, prices or amounts tendered, or else from the latest estimates.

Any such unbalanced tender may be rejected if, after fourteen (14) days of having been given written notice by the Employer to adjust those rates or lump sums which are unreasonable or out of balance, the Tenderer fails to make the necessary satisfactory adjustments. These adjustments in rectification will be such that increases are balanced by decreases, leaving the tender offer unchanged.

## 10. ITEMS SCHEDULED FOR CONSTRUCTION USING LABOUR-INTENSIVE METHODS

Those parts of the Works to be constructed using labour-intensive methods are marked in the Schedule of Quantities with the letters LI, either in a separate column or as a prefix or suffix against every item so designated. The Works or parts of the Works so designated are to be constructed using labour- intensive methods only, unless otherwise specified in the Scope of Work.

The items marked with the letters LI include:

a. Items in the COLTO Standard Specifications that would normally be carried out using labour-intensive construction methods.

b. Items in the COLTO Standard Specifications that would normally be carried out using plant but which have been modified specifically so as to require the use of labour-intensive construction methods instead of plant for some or all of the work components of the item.

c. New items that have been written for this contract specifically requiring the use of labour-intensive construction methods rather than plant for some or all of the work components of the item.

The items marked with the letters LI are not necessarily an exhaustive list of all the activities which could be carried out using labour-intensive methods. Where a minimum percentage for local labour content is specified, additional activities may need to be identified to be carried out using labour- intensive methods rather than plant in order to meet such target.

## C2.2. SCHEDULE OF QUANTITIES

**SECTION 1: 1200**

**PORT ST JOHNS MUNICIPALITY MVUME**

**ACCESS ROAD**

| Item Number | Item Description | Unit | Est. Qty. | Rate | Amount R |
|---|---|---|---|---|---|
| **1200** | **GENERAL REQUIREMENTS AND PROVISIONS** | | | | |
| | | | | | |
| **B12.01** | **Community Participation** | | | | |
| | | | | | |
| | (a) Payment of expenses/disbursements to the members of the PSC | Prov sum | 1 | R35 000.00 | R35 000.00 |
| | | | | | |
| | (b) Handling costs and profit in respect of sub item B12.01(a) above | % | R35 000.00 | 10% | |
| | | | | | |
| **B12.02** | **Community Liaison Officer (CLO)** | | | | |
| | | | | | |
| | (a) Salary plus expenses incurred by the CLO @ R6 300.00 per month | Monthly | 8 | | |
| | (b) 2 x Security Allowance @ 350 per day (allowance is made for 30 days) | Monthly | 8 | | |
| | (c) 20 x Labour @ 250 each per day (Allowance is made for 30 days) | Monthly | 8 | | |
| **12.07** | **Notices. Signs and Advertisement** | | | | |
| | Name board | No | 1 | | |
| **B12.03** | **Relocation and protection of Existing services** | | | | |
| | | | | | |
| | (a) Relocation, including lowering or raising, protection and/or repair of existing services as instructed by Engineer | Prov Sum | 1 | R30 000 | |
| | (b) Contractor's handling costs, profit and all other charges in respect of subitems B12.03(a) | % | R30 000 | 10% | |
| | (c ) Relocation and re-installation of fencing on approval by the client. | Prov sum | 1 | R30 000 | |

| | | | | | |
|---|---|---|---|---|---|
| | (d ) Contractor's handling costs, profit and all other charges in respects of subitems 12.19(c) | % | R30 000 | 10% | |
| **B12.04** | **Training:** | | | | |
| | (a) Structured Training | Prov. Sum | 1 | R100,000.00 | R100,000.00 |
| | (b) Non - Structured Training | Prov Sum | 1 | R50 000.00 | R50 000.00 |
| | (c) Contractor's handling costs, profit and all other charges in respects of Subitems B12.04(a) | % | R150 000.00 | 10% | |

1

**SECTION 1: 1200**

**PORT ST JOHNS MUNICIPALITY**

**DUMZWENI ACCESS ROAD**

| Item Number | Item Description | Unit | Est. Qty. | Rate | Amount R |
|---|---|---|---|---|---|
| **1200** | **GENERAL REQUIREMENTS AND PROVISIONS** | | | | |
| | | | | | |
| | (a) Allow survey on site as per item B12.07 | Prov Sum | 1 | R 150,000,00 | R 150,000,00 |
| | | | | | |
| | (b) Handling costs and profit in respect of Subitems B12.07(a) above | % | 150,000 | | |
| | (c) Allow for Civil Engineering Trainee | Prov Sum | 1 | R 50,000,00 | R 50,000,00 |
| | | | | | |
| | (d) Handling costs and profit in respect of Subitems B12.07(c) above | % | 50,000 | | |
| **TOTAL CARRIED TO SUMMARY** | | | | | |

3

**SECTION 2: 1300**

**PORT ST JOHNS MUNICIPALITY**

**MVUME ACCESS ROAD**

| Item Number | Item Description | Unit | Est. Qty. | Rate | Amount R |
|---|---|---|---|---|---|
| **1300** | **CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS** | | | | |
| | | | | | |

| | | | | | |
|---|---|---|---|---|---|
| **B13.01** | **The Contractor's general obligations:** | | | | |
| | | | | | |
| | (a) Fixed obligations | Lump Sum | 1 | | |
| | (b) Value-related obligations | Lump Sum | 1 | | |
| | (c) Time-related obligations | Month | 8 | | |
| | **OCCUPATIONAL HEALTH AND SAFETY REQUIREMENTS (See Scope of Work C3.4)** | | | | |
| **B13.02** | (a) Contractor's initial obligations in respect of the Occupational Health and Safety and Construction Regulations " | L/Sum | 1 | | |
| | b) Preparation and Submission of Contractor's Health and Safety Plan/File. | L/Sum | 1 | | |
| **B13.03** | c) Contractor's time related obligations in respect of the Occupational Health and Safety and Construction Regulations | Month | 8 | | |
| **B13.04** | d) Provision of full time Construction Health and Safety Officer | Month | 8 | | |
| **B13.05** | e) Provision for Personal Protective Equipment & Protective Clothing | L/Sum | 1 | | |
| **B13.06** | **ENVIRONMENTAL MANAGEMENT** | | | | |
| | a) Provision for environmental compliance & monitoring | Prov Sum | 1 | R200 000.00 | R200 000.00 |
| | b) Handling cost and profit in respect of subitem B13.06(a) | % | R200 000.00 | 10% | |
| **TOTAL CARRIED TO SUMMARY** | | | | | |
| | 4 | | | | |

**SECTION 4: 1500**

**PORT ST JOHNS MUNICIPALITY**

**DUMZWENI ACCESS ROAD**

| Item Number | Item Description | Unit | Est. Qty. | Rate | Amount R |
|---|---|---|---|---|---|
| **1500** | **ACCOMODATION OF TRAFFIC** | | | | |

| | | | | | |
|---|---|---|---|---|---|
| | a) Accommodating traffic and maintaining deviations | Km | 5 | | |
| **B15.01** | **Temporary traffic-control facilities** | | | | |
| | (a) Flagmen (including equipment) | man-day | 400 | | |
| | (b) Portable STOP and GO-RY signs | No | 6 | | |
| | (c) Traffic cones (750 mm) | No | 14 | | |
| **15.04** | **Relocation of traffic-control facilities** | | | | |
| | (a) Relocation of traffic-control facilities | L/Sum | 1 | | |
| **TOTAL CARRIED TO SUMMARY** | | | | | |
| | 6 | | | | |

**SECTION 5: 1600**

**PORT ST JOHNS MUNICIPALITY**

**MVUME ACCESS ROAD**

| Item Number | Item Description | Unit | Est. Qty. | Rate | Amount R |
|---|---|---|---|---|---|
| **1600** | | | | | |
| | | | | | |
| **B16.01** | **OVERHAUL** | | | | |
| | Overhaul on material hauled in excess over 1,0 km | m³-km | 52,700 | | |
| | Borrow pits | | | | |
| | a) Obtaining of Borrow Pit | Prov Sums | 1 | | |
| | | | | | |
| | b) Opening up and closing down of designated borrow pit | Prov Sums | 1 | | |
| | | | | | |
| | c) Dealing with overburden | m³ | 60 | | |
| | | | | | |
| | d) Rehabilitation of borrow Pit | Sum | 1 | | |
| **TOTAL CARRIED TO SUMMARY** | | | | | |
| | 7 | | | | |

**SECTION 6: 1700**

**PORT ST JOHNS MUNICIPALITY**

**MVUME ACCESS ROAD**

| Item Number | Item Description | Unit | Est. Qty. | Rate | Amount R |
|---|---|---|---|---|---|
| **1700** | **CLEARING AND GRUBBING** | | | | |
| | | | | | |
| **B17.01** | **CLEARING AND GRUBBING** | | | | |
| | Clearing and grubbing | ha | 3.00 | | |
| **B17.02** | **Removal and grubbing of large trees and tree stumps:** | | | | |
| | (a) Girth exceeding 1m up to and including 2m | No | 10 | | |
| | | | | | |
| | (b) Girth exceeding 2m up to and including 3m | No | 5 | | |
| **TOTAL CARRIED TO SUMMARY** | | | | | |
| | 8 | | | | |

**SECTION 7: 1900**

**PORT ST JOHNS MUNICIPALITY**

**MVUME ACCESS ROAD**

| Item Number | Item Description | Unit | Est. Qty. | Rate | Amount R |
|---|---|---|---|---|---|
| **1900** | **DAYWORKS (PROVISIONAL)** | | | | |
| | | | | | |
| **B19.01** | **Personnel during normal working hours** | | | | |
| | (a) Unskilled labour | hr | 1 | | Rate only |
| | (b) Semi-skilled labour | hr | 1 | | Rate only |
| | (c) Skilled labour | hr | 1 | | Rate only |
| | (d) Ganger | hr | 1 | | Rate only |
| | (e) Flagman | hr | 1 | | Rate only |
| | (f) Artisan | hr | 1 | | Rate only |

| | | | | | |
|---|---|---|---|---|---|
| **B19.02** | **Plant** | | | | |
| | (a) Flatbed truck (specify size) | hr | 1 | | Rate only |
| | (b) Tipper Trucks - 3 to 5 ton capacity | hr | 1 | | Rate only |
| | (c) Tipper Trucks - more than 5 ton | hr | 1 | | Rate only |
| | (d) Loader (0,5m³) bucket | hr | 1 | | Rate only |
| | (e) Backhoe TLB (digger loader) | hr | 1 | | Rate only |
| | (f) Excavator (20-30 ton) | hr | 1 | | Rate only |
| | (g) Grader (CAT 140 G or similar) | hr | 1 | | Rate only |
| | (h) Compactor (Bomag 90 or similar) | hr | 1 | | Rate only |
| | (i) Water truck (5000 liter) | hr | 1 | | Rate only |
| | (j) Dozer (D7 or similar) | hr | 1 | | Rate only |
| | (k) Mechanical broom | hr | 1 | | Rate only |
| | (l) Tractor-trailor combination (43KW, 3 ton min) | hr | 1 | | Rate only |
| | (m) Suitable truck/bus for transporting laborers (30 people minimum) | hr | 1 | | Rate only |
| | (n) Safety vehicle for pre-marking purposes | hr | 1 | | Rate only |
| | (o) Compressor (air) including hose and tools (specify) | hr | 1 | | Rate only |
| | 9 | | | | |
| | (p) Dewatering pump including generators and accessories (specify size) | hr | 1 | | Rate only |
| | (q) Mobile electric welding sets and accesorries (specify size) | hr | 1 | | Rate only |
| | (r) Cutting torch with mobile electric & oxy acetylene installation | hr | 1 | | Rate only |
| | (s) Mobile concrete mixers (specify size) | hr | 1 | | Rate only |
| | (t) Light delivery vehicle (LDV) | hr | 1 | | Rate only |
| | (u) Centre-mount crane (specify size) | hr | 1 | | Rate only |
| | (v) Low bed truck (specify size) | hr | 1 | | Rate only |
| | (w) Bomag Roller | hr | 1 | | Rate only |
| | (x) Other (specify) | hr | 1 | | Rate only |
| **TOTAL CARRIED TO SUMMARY** | | | | | |

| 10 | | | | | |
|---|---|---|---|---|---|
| **SECTION 8: 2100** | | | | | |
| | **PORT ST JOHNS MUNICIPALITY** | | | | |
| | **MVUME ACCESS ROAD** | | | | |
| **Item Number** | **Item Description** | **Unit** | **Est. Qty.** | **Rate** | **Amount R** |
| **2100** | **DRAINS** | | | | |
| | | | | | |
| **B21.01** | **Excavation for open drains:** | | | | |
| | (a) Excavating soft material situated within the following depth ranges below the surface level: | | | | |
| | (i) 0 m up to 1,5 m | m³ | 6000 | | |
| | (ii) Exceeding 1,5m up to 3m | m³ | 300 | | |
| | | | | | |
| | (b) Extra over subitem 21.01(a) for excavation in hard material, irrespective of depth | m³ | 600 | | |
| **TOTAL CARRIED TO SUMMARY** | | | | | |
| 11 | | | | | |

| **SECTION 9: 2200** | | | | | |
|---|---|---|---|---|---|
| | **PORT ST JOHNS MUNICIPALITY** | | | | |
| | **MVUME ACCESS ROAD** | | | | |
| **Item Number** | **Item Description** | **Unit** | **Est. Qty.** | **Rate** | **Amount R** |
| **2200** | **PREFABRICATED CULVERTS** | | | | |
| | | | | | |
| **B22.01** | **Excavation:** | | | | |
| | (a) Excavating in soft material with the following depth ranges below the surface level | | | | |
| | (i) 0m up to 1,5m | m³ | 186.7 | | |
| | (ii) Exceeding 1,5m and up to 3m | m³ | 9.3 | | |
| | (iii) Exceeding 3m and up to 4.5m | m³ | 1 | | |
| | | | | | |

| | | | | | |
|---|---|---|---|---|---|
| | (b) Extra over subitem B22.01(a) for excavation in hard material, irrespective of depth | m³ | 7.5 | | |
| **B22.02** | **Backfilling:** | | | | |
| | (a) Using excavated material | m³ | 149 | | |
| | | | | | |
| | (b) Using imported selected material | m³ | 37 | | |
| | (c) Concrete pipe culverts (On Class C Bedding) | | | | |
| | (i) 450 mm dia. Type 50D | m | 0 | | |
| | (ii) 600 mm dia. Type 50D | m | 122.4 | | |
| | (iii) 750 mm dia. Type 50D | m | 0 | | |
| | (iv) 900 mm dia. Type 50D | m | 14.4 | | |
| **B22.05** | **Manholes, catchpits, precast inlet and outlet structures complete** | | | | |
| | (a) Manholes: (standard depth: 1.2m) | | | | |
| | (i) 450mm dia. brick manhole: (As detailed on drawing No. | No | 0 | | |
| | (ii) 600mm dia. Stock brick manhole:(As detailed on drawing No. | No | 18 | | |
| | (iii) 900mm dia. Stock brick manhole:(As detailed on drawing No. | No | 4 | | |
| **B22.07** | **Cast insitu Concrete and formwork dish drain including form:** | | | | |
| | Class 30/19MPa concrete | m³ | 14 | | |
| | **Steel reinforcement:** | | | | |
| | (c) Welded steel bars (Meshwire ref: 395) | Kg | 405.8 | | |
| **TOTAL CARRIED TO SUMMARY** | | | | | |
| | 12 | | | | |

**SECTION 11: 3100**

**PORT ST JOHNS MUNICIPALITY**

**MVUME ACCESS ROAD**

| Item Number | Item Description | Unit | Est. Qty. | Rate | Amount R |
|---|---|---|---|---|---|
| **3100** | **BORROW MATERIALS** | | | | |
| | | | | | |
| **B31.01** | **Excess overburden** | m³ | 600.00 | | |
| | | | | | |
| **B31.02** | **Finishing-off borrow areas in:** | | | | |
| | | | | | |
| | (a) Hard material | ha | 1.00 | | |
| | (b) Intermediate material | ha | 1.00 | | |
| | (c) Soft material | ha | 1.00 | | |
| | (d) Stockpiling | m³ | 4950 | | |
| **TOTAL CARRIED TO SUMMARY** | | | | | |
| | 14 | | | | |

**SECTION 12: 3300**

**PORT ST JOHNS MUNICIPALITY**

**MVUME ACCESS ROAD**

| Item Number | Item Description | Unit | Est. Qty. | Rate | Amount R |
|---|---|---|---|---|---|
| **3300** | **MASS EARTHWORKS** | | | | |
| **B33.01** | **Cut and borrow to fill, including free haul up to 1.0km** | | | | |
| | (a) Material in compacted layer thickness of 200mm: | | | | |
| | (i) Compacted to 93% of mod AASHTO | m³ | 5,400 | | |
| | (ii) Cut slopes | m³ | 900 | | |
| | (iii) Fill slopes | m³ | 650 | | |
| **B33.03** | **Extra over item 33.01 for excavating and breaking down oversize materials in:** | | | | |
| | | | | | |

| | | | | | |
|---|---|---|---|---|---|
| **33.04** | **Cut to spoil, including freehaul up to 1.0km. Material Obtained** | m³ | 4,875 | | |
| | (a) Soft excavation | m³ | 5,000 | | |
| | (b) Hard excavation | m³ | 400 | | |
| | | | | | |
| **33.07** | **Removal of unsuitable material (including free haul of 0.5km):** | | | | |
| | | | | | |
| | (a) In layer thickness of 200 mm and less: | | | | |
| | (i) Stable material | m³ | 536 | | |
| | (ii) Unstable material | m³ | 4,785 | | |
| | | | | | |
| **33.10** | **Roadbed preparation and the compaction of material** | | | | |
| | | | | | |
| | (a) Compaction to 93% of modified AASHTO density | m³ | 4,785 | | |
| | | | | | |
| **TOTAL CARRIED TO SUMMARY** | | | | | |
| | | | 15 | | |

**SECTION 13: 3400**

**PORT ST JOHNS MUNICIPALITY**

**MVUME ACCESS ROAD**

| Item Number | Item Description | Unit | Est. Qty. | Rate | Amount R |
|---|---|---|---|---|---|
| **3400** | **PAVEMENT LAYERS OF GRAVEL MATERIAL** | | | | |
| | | | | | |
| **B34.01** | **Pavement layers constructed from gravel obtained from commercial sources:** | | | | |
| | | | | | |
| | (a) Gravel selected layer compacted to: | | | | |

| | | | | | |
|---|---|---|---|---|---|
| | (i) 95% of modified AASHTO density compacted in 150mm layer thickness (G7) | m³ | 4,785 | | |
| | | | | | |
| **TOTAL CARRIED TO SUMMARY** | | | | | |
| 16 | | | | | |

**SECTION 14: 5100**

**PORT ST JOHNS MUNICIPALITY**

**MVUME ACCESS ROAD**

| Item Number | Item Description | Unit | Est. Qty. | Rate | Amount R |
|---|---|---|---|---|---|
| **5100** | **PITCHING, STONEWORK AND PROTECTION AGAINST EROSION** | | | | |
| | | | | | |
| **B51.01** | **Stone pitching:** | | | | |
| | | | | | |
| | (a) 125mm Grouted stone pitching | m² | 500 | | |
| | | | | | |
| **B51.02** | **Erosion Protection** | | | | |
| | | | | | |
| | (a) Packed stones across drains | m | 400 | | |
| **TOTAL CARRIED TO SUMMARY** | | | | | |
| 17 | | | | | |

**SECTION 15: 5200**

**PORT ST JOHNS MUNICIPALITY**

**MVUME ACCESS ROAD**

| Item Number | Item Description | Unit | Est. Qty. | Rate | Amount R |
|---|---|---|---|---|---|
| **5200** | **GABIONS** | | | | |
| | | | | | |
| **B52.01** | **Foundation trench excavation and backfilling:** | | | | |
| | | | | | |
| | (a) In solid rock (material which requires blasting) | m³ | 700 | | |

| | | | | | |
|---|---|---|---|---|---|
| | (b) In all other classes of material | m³ | 5 | | |
| **B52.02** | **Surface preparation for bedding the gabions** | m² | 90 | | |
| **B52.03** | **Gabions:** | | | | |
| | (a) Galvanized gabion mattresses, (dimensions of box) Using aggregate from commercial sources | | | | |
| | (i) 1m x 1m x 2m | m³ | 60 | | |
| | (ii) 1.5m x 1m x 2m | m³ | 20 | | |
| | (iii) Reno mattresses (230mm deep) | m³ | 8 | | |
| | (b) Geotextile (U24 bidim) | m² | 160 | | |
| **TOTAL CARRIED TO SUMMARY** | | | | | |
| | 18 | | | | |

**SECTION 16: 5600**

**PORT ST JOHNS MUNICIPALITY**

**MVUME ACCESS ROAD**

| Item Number | Item Description | Unit | Est. Qty. | Rate | Amount R |
|---|---|---|---|---|---|
| **5600** | **ROAD SIGNS** | | | | |
| | | | | | |
| **B56.01** | **Road sign boards complete with support with Class 1 retro-reflective background. Symbols and lettering in semi matt black. Boarders in Class 1 retro- reflective material, where the signboard is constructed from:** | | | | |
| | | | | | |
| | (a) Pre-painted galvanized steel plate (Chromadeck 1.2mm thick) or approved equivalent | | | | |
| | (i) 900mm diameter Round or Stop signs: - R 1 | No. | 18 | | |
| | (ii) 900mm Triangular signs: - W401 | No. | 12 | | |
| | (iii) Street name plates - GL1 | No. | 0 | | |

| | | | | | |
|---|---|---|---|---|---|
| | | | | | |
| **B56.02** | **Road sign supports:** | | | | |
| | | | | | |
| | (a) Timber (treated with tanalith) | | | | |
| | (i) 140mm diameter R1 | m | 0 | | |
| | (ii) 140mm diameter W401 | m | 0 | | |
| | (iii) 100mm diameter GL1 | m | 120 | | |
| | | | | | |
| **B56.03** | **Excavation and backfilling for road sign supports:** | | | | |
| | | | | | |
| | (a) Using 15 Mpa concrete for backfilling | m³ | 5 | | |
| | | | | | |
| | | | | | |
| **TOTAL CARRIED TO SUMMARY** | | | | | |
| 19 | | | | | |

**SECTION 17: 5900**

**PORT ST JOHNS MUNICIPALITY**

**MVUME ACCESS ROAD**

| Item Number | Item Description | Unit | Est. Qty. | Rate | Amount R |
|---|---|---|---|---|---|
| **5900** | **FINISHING THE ROAD AND ROAD RESERVE AND TREATING OLD ROADS** | | | | |
| | | | | | |
| **B59.01** | **Finishing the road and road reserve:** | | | | |
| | (a) Single-carriageway road | km | 5 | | |
| **TOTAL CARRIED TO SUMMARY** | | | | | |
| 20 | | | | | |

**SECTION 18: 7100**

**PORT ST JOHNS MUNICIPALITY**

**MVUME ACCESS ROAD**

| Item Number | Item Description | Unit | Est. Qty. | Rate | Amount R |
|---|---|---|---|---|---|

| | | | | | |
|---|---|---|---|---|---|
| **7100** | **CONCRETE PAVEMENTS** | | | | |
| | | | | | |
| | **Concrete trial pavement:** | | | | |
| **B71.01** | Construction of 150mm 30/19 Concrete -Filled Multi-Cell 100 panel | m³ | 75.00 | | |
| **B71.02** | Provision of Pegs for joining of panels | Prov Sum | 1 | R30 000 | |
| | c) Handling cost and profit in respect of subitem B71.02 | % | R30 000 | 10% | |
| **TOTAL CARRIED TO SUMMARY** | | | | | |
| | | | | | |

**SECTION 19: 8100**

**PORT ST JOHNS MUNICIPALITY**

**MVUME ACCESS ROAD**

| Item Number | Item Description | Unit | Est. Qty. | Rate | Amount R |
|---|---|---|---|---|---|
| **8100** | **TESTING MATERIALS AND WORKMANSHIP** | | | | |
| | | | | | |
| **B81.01** | **Other special tests requested by the Engineer:** | | | | |
| | | | | | |
| | (a) Other special tests requested by the Engineer including acceptance control by an external laboratory | Prov. Sum | 1 | R30,000.00 | R30,000.00 |
| | | | | | |
| | (b) Contractor's handling cost on item B81,02 above | % | 30,000 | | |
| **TOTAL CARRIED TO SUMMARY** | | | | | |
| | | | | | |

22

# TENDER SUMMARY

| Section | Description | Amount (R) |
|---|---|---|
| 1 | 1200 : GENERAL | |
| 2 | 1300 : CONTRACTOR'S ESTABLISHMENT | |
| 3 | 1400 : HOUSING, OFFICES AND LABORATORIES FOR THE ENGINEER'S SITE PERSONNEL | |
| 4 | 1500 : ACCOMODATION OF TRAFFIC | |
| 5 | 1600 : OVERHAUL | |
| 6 | 1700 : CLEARING & GRUBBING | |
| 7 | 1900 : DAYWORKS | |
| 8 | 2100 : DRAINS | |
| 9 | 2200 : PREFABRICATED CULVERTS | |
| 10 | 2300 : CONCRETE LININGS FOR OPEN DRAINS | |
| 11 | 3100 : BORROW MATERIALS | |
| 12 | 3300 : MASS EARTHWORKS | |
| 13 | 3400 : PAVEMENT LAYERS OF GRAVEL MATERIAL | |
| 14 | 5100 : PITCHING, STONEWORK AND PROTECTION AGAINST EROSION | |
| 15 | 5200 : GABIONS | |
| 16 | 5600 : ROAD SIGNS | |
| 17 | 5900 : FINISHING THE ROAD AND ROAD RESERVE AND TREATING OLD ROADS | |
| 18 | 7100 : CONCRETE PAVEMENTS | |
| 19 | 8100 : TESTING WORKMANSHIP AND MATERIALS | |
| | **NETT TOTAL OF TENDER** | |
| | ALLOW 10% FOR CONTINGENCIES | |
| | **TOTAL AMOUNT CARRIED FORWARD** | |
| | ALLOW 15% VAT | |
| | **TOTAL AMOUNT CARRIED TO FORM OF OFFER** | |

Signed on behalf of the Tenderer ..... (Signature)

Date: ……..

Tenderer's Name ..... (Company Name)

**PORT ST JOHN'S LOCAL MUNICIPALITY**

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**CONSTRUCTION OF MVUME ACCESS ROAD**

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Part C3: Scope of Work

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| C3.2 | Engineering | 93 |
| C3.3 | Procurement | 95-99 |
| C3.4 | Construction | 102-125 |
| C3.5 | Management | 127-133 |
| C3.6 | Annexes, Site Information & Tender Drawings | 147-161 |


## Status

Should any requirement or provision in the parts of the Scope of Work conflict with any requirement of any Standardized Specification, or any drawings, the order of precedence, unless otherwise specified, is:

## Drawings

Scope of Work (Parts C3.1, C3.4, C3.5 and C3.6) COLTO Standardized Specifications

**PORT ST JOHN'S LOCAL MUNICIPALITY**

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**CONSTRUCTION OF MVUME ACCESS ROAD**

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C3.1 Description of the Works

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| C3.1.2: | Description of Site and Access | 91 |
| C3.1.3: | Extent of the Works | 91-92 |
| C3.1.4: | Other Simultaneous Contracts | 92 |
| C3.1.5: | Site Security | 93 |

## C3.1 Description of the Works

### C3.1.1 Employer's Objectives and Overview of the Works

The proposed Construction of the Road will be at Mvume Village in of Port St. Johns Local Municipality. The central Coordinate for the project are listed as follows:

| | | |
|---|---|---|
| Longitude | : | 31º33'23" S |
| Latitude | : | 29º18'01.09" E |

The road once constructed will be expected to directly benefit the community of Ward 7. The total number of households to benefit is estimated at over 30 643 with a population of 242 264 people. The scope of works includes but not limiting the following:

### C3.1.2 Description of Site and Access

The project area is located in Ward 07 of Port St Johns Local Municipality, approximately 39km from Port st Johns town going along R61 to Mthatha direction and branches right at Dwangana village going towards Mvume village

### C3.1.3 Extent of the Works

The scope of the principal contract includes the following activities:

#### C3.1.3.1 Roadworks

(i) Extent

The contract consists of the site establishment, site clearing, rip & re-compacting roadbed, drainage structures, importation of gravel wearing course and appurtenant works

**THE SCOPE OF WORKS WILL INCLUDE BUT NOT LIMITING THE FOLLOWING:**

The contract consists of the site establishment, site clearing, rip & re-compacting roadbed, drainage structures, importation of gravel wearing course and appurtenant works.

- Rip and recompact the Roadbed for whole length of the Road and or its segments
- Construction of a maximum of **5km** of new access road.
- Wearing course - 150mm Gravel Material G7 material compacted to 93% modified AASHTO.
- Minimum width of 5.0 m Road with 2.5% camber on both sides
- Roadbed Preparation
- Road Benching
- Provision of associated storm water drainage facilities.
- Construction of reinforced concrete road on steep sections
- Provision of erosion protections.
- Road signs and other miscellaneous items.

**C3.1.3.2 Structures**

There are several drainage structures to be constructed under this contract and are as follow:

I. Pipe Culverts.
II. Inlets and outlets for pipe culverts
III. Grouted Stone packed in inlet and outlet structures.
IV. Concrete works

**C3.1.3.3 Services**

The services affected are neighboring Households, electrical poles and existing and new water reticulation systems.

**C3.1.4 Other Simultaneous Contracts**

None.

**C3.1.5 Site Security**

The Contractor shall take every precaution to ensure safety on site and to protect the Works and temporary works from theft and vandalism. The Contractor will be responsible for the safety and security of his personnel, materials on site and the Works in general at all times.

The Contractor shall therefore acquaint himself with the current situation in the area (liaising with the local Police and Community Forums if necessary) and shall provide all security measures, including the employment of security services, as he deems necessary to comply with the requirements of this clause.

## C3.2 Engineering

**DRAWINGS ISSUED WITH THIS DOCUMENT**

The following drawings are issued with this Document and shall be used for tender purposes only:

**LIST OF CONTRACT DRAWINGS BOUND INTO VOLUME 3: CONTRACT DOCUMENTS**

| Drawing No | Drawing Title |
|---|---|
| | All drawings will be provided to the appointed contractor |
| | |
| | |
| | |
| | |
| | |
| | |
| | |

**PORT ST JOHN'S LOCAL MUNICIPALITY**

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**CONSTRUCTION OF MVUME ACCESS ROAD**

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C3.3 Procurement

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| C3.3.4 | Conditions of Temporary Employment | 97-98 |
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## C3.3.1Employment of a Community Liaison Officer (CLO)

A suitable CLO will be sourced from a Project Steering Committee.

## C3.3.2 Labour Intensive Construction (LIC) Work

### C3.3.2.1 General

Contractors are encouraged to promote LIC methods where and when possible, by utilizing temporary local labour from the surrounding local communities.

The chief aim of utilizing LIC construction methods on this project is to afford an opportunity to the greatest possible number of members of the local community (and possibly surrounding communities if the circumstances warrant it and approval is granted by the Employer) to obtain temporary employment and where applicable to obtain certified and accredited in-service training, to increase their level of experience and enhance their ability to secure future employment.

There are specific requirements regarding labour intensive construction (LIC) and the use of affirmative business enterprises (ABE's) and historically disadvantaged individuals (HDI's) and with regard to training.

Contractors are encouraged to maximize labour-based construction activities (*) and the Works and activities shall be so programmed and executed that those operations and activities that can reasonably be done by means of hand labour are so performed.

(*) Although the Contract will be one which requires predominately mechanized constructional plant and equipment, there are certain operations which lend themselves to labour intensive construction methods and such operations are identified in Clause C3.3.2.4 below.

### C3.3.2.2 The Community

The Community in terms of Subclauses 1.(1)(cc) and 23.(4) of the Special Conditions of Contract shall for the purpose of this Contract be held to include all the residents of the respective village. Administrative are residing within a ten (10) kilometer radius of the site.

### C3.3.2.3 Recruitment of Local Labour

Upon receipt of the Letter of Tender Acceptance the Contractor shall expeditiously proceed to arrange for the recruitment of local labour.

Most of the labour employed on the Contract shall, insofar as such labour is available, be recruited form the local Community stated above, unless it shall be agreed between the Employer, the Municipality and the Contractor that labour residing in neighboring communities may be recruited and employed.

#### C3.3.2.4 LIC Activities

Contractors are encouraged to carry out the following activities with local labour using LIC methods after suitable training:

i. Excavation of shallow trenches up to 1,2 m depth for stormwater pipes.
ii. Backfilling and compaction of all the above-mentioned trenches.
iii. Batching, mixing and transporting all concrete on site required to be incorporated into permanent works.
iv. Construction of stormwater infrastructure.

In addition to the above the Contractor may wish to consider the use of trained local labour and LIC methods for the following activities as well:

i. Manufacture on site of precast concrete elements such as inlet cover slabs.
ii. Other activities that by their nature are usually done by labour intensive construction methods.

The Contractor is encouraged to add activities to the above list, but he shall ensure that the specified standards of construction will be achieved.

Although it is the intention that the above activities be carried out by labour intensive construction methods the Contractor may propose to the Municipality alternative ways in which the work is to be executed. The Municipality's approval of these alternative methods will not be unreasonably withheld from the Contractor.

### C3.3.3Employment of Local Labour

#### C3.3.3.1 Amount of Labour Offered

The Contractor shall submit detailed daily labour records to the Municipality indicating respectively the numbers of permanent and temporary local employees employed on the Works and the activities on which they were engaged.

#### C3.3.3.2 Payment and Productivity

In order that the project is economically viable and the employment of labour is not merely a "hand-out" to the local community, it is important that payment of the labour force is linked to productivity. Increased productivity can be achieved by utilising the "Task Work" principle (see Clause C3.3.5), in terms of which the Contractor will be required to reward the labour force on the

basis of Tasks completed, subject to the minimum rate of payment per day in terms of Clause C3.3.4

Payment to the local labour force shall be made on a fortnightly basis in respect of Tasks completed during the period.

## C3.3.4Conditions of Temporary Employment

The Conditions of Temporary Employment stated below, and the Task Work principles given in Clause C3.3.5 have been based on the Framework Agreement between the Congress of South African Trade Unions (COSATU) and the National Committee for Labour Intensive Construction (NCLIC).

The tender rates and prices will be held to have been based on the following conditions:

| SCHEDULED CONDITIONS FOR TEMPORARY EMPLOYMENT | |
|---|---|
| Rate of payment for Task Work related activities | Minimum Daily Wage:<br>Skilled = R380 p/d<br>Un-skilled = 220 p/d |
| Minimum rate of payment for labour (participating in activities where no production rate is specified) | Minimum Daily Wage:<br>Skilled = R380 p/d Un-skilled = 220p/d |
| Normal working hours per day | 8 hours |
| Transport to site | Nil |
| Payment for all special non-working days (except Sundays and non-working Saturdays) – Relevant clause of General Conditions of Contract 2010:<br>• Where the worker does not work<br>• Where the worker does work | Minimum Daily Wage:<br>Skilled = R380 p/d Un-skilled = 220 p/d<br>2 x Task-rate or 2 x statutory minimum daily wage where no productivity is specified |
| Payment during accredited training | 50% of min daily wage |
| Notice of termination of temporary employment | 7 days |
| Severance pay | Nil |
| Workmen's Compensation Act (WCA ) benefits | Applicable |
| Unemployment Insurance Fund | Applicable |

Any changes to the above scheduled employment conditions after the closing of the Tender which affects the Cost of the Works will be dealt with in accordance with Clause 46.4 of the General Conditions of the Contract. The said employment conditions are not negotiable between the Contractor and any party whatsoever and shall only be amended on written order by the Municipality.

The rate of payment to local labour will be based on the accepted contractual productivity levels. The Municipality Representative will monitor productivity to ensure that this principle is carried out. For labour intensive construction (LIC) activities where no production rate is applicable, the minimum rate of payment per working day specified above shall apply.

The following conditions of work shall complement the conditions of employment described above:

i. Protective clothing shall be supplied to an employee in accordance with the requirement of the Occupational Health and Safety Act.
ii. Persons under the age of sixteen years shall not be permitted to work on labour intensive projects.
iii. The Contractor shall give to an employee, at the earliest possible opportunity, an induction to and training in terms of the Occupational Health and Safety Act.
iv. The Contractor shall give to an employee, at the earliest possible opportunity, notice of the termination of the project and/or the requirements of that employee's participation in the project; provided that such notice shall not be less than 7 days. Payment may be made in lieu of such notice.
v. The employee shall, upon termination of his services, be entitled to a certificate of service showing the full names of the employer and the employee, the type of work done by the employee, the date of commencement, a record of training received and the date of termination of the contract and the rate of payment on the date of termination.
vi. An employee shall not be required or permitted to work for more than five hours continuously without a meal interval of not less than half an hour during which interval such employee shall not be required or permitted to perform any work.
vii. All labour employed on the Site shall be covered by the Workmen's Compensation Act: refer Clause 38.(7) of the Special Conditions of Contract.

## C3.3.5Task Work Related Activities

A Task shall be determined based on what an average person from the local community could complete in a day. A Task shall be defined on the said basis with regard to the prevailing physical conditions, e.g. soil density and other regulatory conditions as specified in Clause C3.3.4.

A task is a quantified activity or operation to be performed by a person/labourer in one ordinary working day. The quantification of tasks shall be based on individual employees or a group of employees.

The activities and production rate ranges given in the schedule below have (where indicated) previously been agreed to and sanctioned by the South African Federation of Civil Engineering Contractors (SAFCEC): Western Cape Branch to be realistic and must be used as a guideline by the Tenderer/Contractor in the preparation of his tender in as far as LIC construction methods are concerned.

| SCHEDULE OF DAILY TASK PRODUCTION RATE PARAMETERS | | | | |
|---|---|---|---|---|
| ACTIVITY | | PRODUCTION RATE (quantity per task per day) | | |
| **No** | **Description** | **Unit** | **From:** | **To:** |
| 1. | Excavation: | | | |
| 1.1 | - Soft (sandy) material: 0 to 1,0 m deep | $m^3$ | 2 | 5,5 |
| 1.2 | - Ditto: 0 to 1,5 m deep | $m^3$ | 1,1 | 4 |
| 1.3 | - Clayey material: 0 to 1,0 m deep | $m^3$ | 1 | 3 |
| 1.4 | - Ditto: 0 to 1,5 m deep | $m^3$ | 0.7 | 2,8 |
| 2 | Backfilling in: | | | |
| 2.1 | - Soft (sandy) material: 0 to 1,5 m deep | $m^3$ $m^2$ | 2 | 5 |
| 3. | Trim and compact roadbed | $m^2$ $m^2$ | 38 | 75 |
| 4. | Place and compact sidewalk material (calcrete or ferricrete): 100 mm thick | No | 25 | 50 |
| 5. | Place and compact basecourse or subbase (excluding mixing): 150 mm thick Manufacture | No | 15 | 30 |
| 6. | (pre-casting): | No | | |
| 6.1 | - Kerbs (0,3 to 1,0 m length) | $m^3$ | 15 | 25 |
| 6.2 | - Bricks | $m^3$ | 80 | 200 |
| 6.3 | - Blocks | $m^3$ | 60 | 150 |
| 7. | Brickwork to manholes and similar (220 mm thick) Laying | t | 1,5 | 3,7 |
| 8. | blockwork to toilets | | 2,0 | 5,0 |
| 9. | Mixing concrete | | 0,7 | 3 |
| 10. | Place and spread sand asphalt | | 2,5 | 5,2 |
| **FOLLOWING HAVE NOT YET BEEN SANCTIONED BY SAFCEC** | | | | |
| 11. | Backfilling in: | | | |
| 11.1 | - Soft (sandy) material: 1,5 to 2,5 m deep | $m^3$ | 1,8 | 4,5 |
| 11.2 | - Clayey material: 0 to 1,5 m deep | $m^3$ | 1,2 | 3,5 |
| 12 | Wheelbarrow haul | $m^3.m$ | 270 | 700 |

# PORT ST JOHN'S LOCAL MUNICIPALITY

## PSJLM-ENG-2026/27 – 10

## CONSTRUCTION OF MVUME ACCESS ROAD

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## C3.4 Construction

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## C3.4 Construction

### C3.4.1 Applicable Standardized Specifications

The latest COLTO Standard Specifications for Road and Bridge Works for State Road Authorities.

For the purpose of this Contract the COLTO Standard Specifications for Road and Bridge Works for State Road Authorities shall form part of the Contract Document (although not issued or bound in with the Tender Document):

The project specifications form an integral part of the contract documents and supplement the standard specifications.

In the event of any discrepancy with a part or parts of the standard specifications, the schedule of quantities or the drawings, the projects specifications shall take precedence.

The standard specifications which form part of this contract have been written to cover all phases of work normally required for road contracts, and they may therefore cover items not applicable to this particular contract.

### C3.4.2 Drawings

The Contractor will be supplied with three copies of each of the drawings as per item 1.3.5 ref PSA nominated by the client of the provisional sums. These prints will be issued free of charge and the Contractor shall make any additional prints he may require at his own cost.

Any information in the possession of the Contractor, which is necessary for the Resident Municipality for completing his as-built drawings, shall be supplied to the Resident Municipality before a certificate of completion will be issued.

Only figured dimensions shall be used and drawings shall not be scaled unless so instructed by the Municipality. The Municipality will supply any figured dimensions, which may have been omitted from the drawings.

The Contractor shall also check levels and all clearances given on the drawings and shall inform the Municipality of any discrepancies before he commences any work or the contractor will be instructed using site instruction book to perform certain work on site.

### C3.4.3 Applicable Particular Specification

The following Particular Specification is bound into the document (or information is given as to where it is available) and shall apply:

a) Health and Safety Requirements

A pre-construction health & safety specification has been compiled as required by the Health & Safety Act 85/1993 and the now promulgated Construction Regulations (July 2003).

The specification is incorporated in this document in Section 3.6: Annexes.

### C3.4.4 Site Facilities Available

**a) Location of Camp Site**

The location of the Contractor's camp including the material storage areas will be on the site of the Works and will be subject to the Municipality's approval.

**b) Power Supply and other services**

The Contractor shall make all his own arrangements concerning the supply of electrical power and all other services. No direct payment will be made for the provision of electrical and other

services. The cost of which shall be deemed to be included in the rates and amounts tendered for the various items of work for which these services are required.

**c) Housing for Contractor's employees**

Other than the security personnel employed in terms of the Contract no housing on site shall be allowed. The Contractor is in all respects responsible for the housing and transportation of his employees, and for the arrangement thereof and no extension of time due to any delays resulting from this will be granted.

**d) Ablution Facilities**

The Contractor shall make his own arrangements for site ablution facilities at a rate of one toilet per ten workmen and shall furthermore be responsible for all costs involved with the removal of night soil.

### C3.4.5 Site Facilities Required (Municipality)

**a) Facilities for the Municipality**

No housing is required for the Municipality. Facilities required for use by the Municipality's site staff are itemized in the Bill of Quantities in terms of GCC /Colto.

**b) Telephone**

No telephone to be provided for use by Municipality's personnel.

**c) Site instruction book**

A triplicate book shall be supplied by the Contractor to be used for site instructions and shall be available on site at all times.

**C3.4.6 Contractor Site Facilities**

**a) Camp Site**

The contractor shall make all arrangements of whatsoever nature, for the establishment of his construction camps, offices, stores and workshops on the site. He shall conclude all negotiations with landowners or local authorities with regard to acquisition of land for such camps etc. for the duration of the contract period and hereby indemnifies the Employer from any action that might arise as a result of his negotiations.

**b) Sanitary Arrangements**

The Contractor shall exercise strict control over sanitary arrangements to avoid nuisance and complaints from the public. The Contractor shall make his own arrangements with the responsible local authority regarding the disposal of refuse and must allow for all costs in connection therewith including arrangements for sewage connection in his tendered rates.

**c) Water Supply**

The Contractor shall make all his own arrangements for the supply of potable water.

The Contractor shall at his own expense provide, lay, install, connect up and maintain in good condition from the point of supply, all piping, fittings, cables conductors and other equipment used by him in connection with the contract works. All such installations shall comply with the relevant regulations and shall be maintained to the approval of the Local Authority and the Resident Municipality.

**d) Removal of Contractor's Temporary Services**

The Contractor shall be responsible for recording on a plan of the works, the position of any pipes, cables, etc., he may lay for the purpose of this contract and shall be responsible for the removal thereof when the works are complete.

### C3.4.7 Existing Services

The positions of the known existing services are shown on the drawings. The Contractor shall note that although the drawings have been prepared using available information, they show only the approximate positions of existing services.

The information is supplied in good faith but shall be used as a guide only and does not relieve the Contractor of his responsibility to exercise due caution when working in areas where existing services can reasonably be expected, nor his obligation to liaise with the authorities in this regard and the obtaining of the necessary work permits and wayleaves (as applicable).

The Contractor shall be responsible to locate and safeguard any existing service he may encounter during construction. The Contractor shall be responsible for any damage to such existing services and works in the execution of this contract and shall reimburse the Employer, authority or the owner concerned for any repairs required following damages due to the Contractor's negligence.

The Contractor shall be responsible for immediately notifying the Municipality and the authorities concerned regarding any damage caused to public services and existing works.

Any alterations to public services shall be carried out by the Authority concerned unless the Contractor is instructed otherwise.

### C3.4.8 Minimal disturbance to environment

The site and surroundings are to be kept clean from building rubble, waste etc. throughout the duration of the Contract. Roads used for transporting material shall be kept clean and dirt free on a daily basis. No separate payment will be made for this, and it will be deemed to be included in the rates tendered for the relevant items.

Stacking of cut-down trees and vegetation on-site is not allowed as this is a possible fire-hazard. Under no circumstances will the burning of rubble, trees or bush be allowed on site.

### C3.4.9 Site maintenance

During the progress of the work as well as upon its completion, the site of the works shall be kept and left in a clean and orderly condition. The Contractor shall at all times store materials and equipment for which he is responsible in an orderly manner and shall keep the site free from debris and obstruction.

### C3.4.10 Spoil Material

No indiscriminate spoiling of material on site or elsewhere will be allowed. All surplus or unsuitable material shall be spoiled at a site to be provided by the Contractor and approved by the Municipality. Such site shall

meet with the approval of the local authority within whose area it falls, and the spoiling shall comply with all the statutory and municipal regulations.

**C3.4.11 Testing and quality control**

The Contractor shall engage the services of an approved and independent testing laboratory for the testing of materials, and the quality testing of layer works to ensure that his work conforms to the specifications. Additional testing may be done as per item 1.3.1 PSA 2 by the Engineer/client.

No separate payment will be made for contracting the services of an approved laboratory and the costs for complying with this requirement will be deemed to be included in the Contractor's tendered rates for the various items of work requiring testing in accordance with the specifications.

The results of all tests performed during the course of the Contract will be made available to the Municipality as soon as these become available.

**C3.4.12 Samples**

The Contractor shall at his own cost supply all samples that may be required. Material or work not conforming to the approved samples shall be rejected. The Municipality reserves the right to submit samples to any tests to ensure that the material represented by the sample conforms to the requirements of the specifications.

**C3.4.13 Proprietary Materials**

Where proprietary materials are specified, it is to indicate the quality or type of materials or articles required, and where the terms "or other approved" or "or approved equivalent" or "similar approved" are used in connection with proprietary materials or articles, it is to be understood that the approval shall be at the sole discretion of the Municipality.

**C3.4.14 Manufacturer's Instructions**

The recommendations of the manufacturers of patented materials must be strictly adhered to regarding the use, mixing, application, fastening, etc. thereof except when otherwise instructed in writing by the Municipality.

**C3.4.15 Setting Out of Work**

Reference and level beacons will be shown to the Contractor by the Municipality at the commencement of the Contract and the Contractor will be responsible for transferring the datum to the Site of Works.

The Contractor shall check the condition and accuracy of all reference and level beacons and satisfy himself that they have not been disturbed and are true with regard to position and level. A beacon that has been disturbed shall not be used until its true position and level have been re-established and the new values have been certified by the Municipality. The Contractor shall thereafter be held entirely responsible for the protection of all reference and level beacons.

The Client shall employ a capable surveyor to set out the Works to the required lines and levels as per item 1.3.5 in relation to C3.4.2) .

The Municipality shall be informed immediately should any discrepancy be discovered between the levels or dimensions obtained by the Contractor and those shown on the drawings.

Where a beacon is likely to be disturbed during construction operations, the Contractor shall establish suitable reference beacons at locations where they will not be disturbed during construction. No beacons shall be covered over, disturbed or destroyed before accurate reference beacons have been established and details of the positions and levels of such beacons have been submitted to the Municipality. The Contractor's reference beacons shall be of at least the same accuracy and sturdiness of construction as the existing beacons.

The Contractor shall submit the method of setting out he proposes to employ to the Municipality. Accurate control of line and level shall be provided by the Contractor at all stages of construction.

Work set out by the Contractor may be checked by the Municipality and any errors found shall be rectified by the Contractor at his own expense. The Contractor shall supply any instrument, equipment, material and labour required by the Municipality for this survey work. Any assistance, including checking given to the Contractor by the Municipality or any setting out done by the Municipality for Contractor shall not be held as relieving the Contractor of his responsibility for the accurate construction of the Works.

The Contractor's survey instruments and survey equipment shall be suitable for the accurate setting out of the Works and shall be subject to the approval of the Municipality. They shall furthermore be checked and correctly adjusted by the authorized agents before the commencement of the contract and subsequently when required by the Municipality and when otherwise necessary.

Survey work shall not be measured and paid for directly and compensation for the work involved in setting out shall be deemed to be covered by the rates tendered and paid for the various items of work included under the contract.

**C3.4.16 Notices, Signs, Barricades and Advertisements**

The Contractor shall erect the necessary signs, notices and barricades for the duration of the contract in order to safeguard both the Works and the public.

Notices, signs and barricades as well as advertisements may be used only upon approval by the Municipality and the Contractor shall be responsible for their supply, erection, maintenance and ultimate removal and shall make provision for this in his tendered rates.

The Municipality shall have the right to have any sign, notice or advertisement moved to another position or to have it removed from the site of the works should it in any way prove to be unsatisfactory, inconvenient or dangerous to the general public.

The standard name board is specified, the cost of which shall be included in the rates tendered under Section 1300 of the Bill of Quantities.

**C3.4.17 Construction in Limited Areas**

It may be necessary for the Contractor to work within confined areas. Except at structures, no additional payment will be made as described for "restricted areas" in section 6100 of the standard specifications. The method of construction in these restricted areas will depend largely on the Contractor's plant. However, the Contractor must note that measurement and payment will be according to the specified cross-sections and dimensions irrespective of the method used to achieve these cross-sections and dimensions and that the rates and prices tendered shall be deemed to include full compensation for any difficulty encountered while working in limited areas and narrow widths and that no extra payment will be made, nor will any claim for payment due to these difficulties be considered.

**C3.4.18 Length of Trenches**

Where no limitations are imposed by construction stages and unless otherwise permitted in writing by the Municipality, not more than 50 m of trench in any one place shall be opened in advance of pipe laying operations.

No trench may be left open outside of working hours unless suitably protected and safeguarded and so approved by the Municipality.

**C3.4.19 Transport of Material**

All costs of transporting material, including overhaul, shall be included in the applicable tendered rates. All references in the specifications to transport, overhaul and haul distances shall be deleted irrespective of whether or not the deletion is included in these project specifications.

**C3.4.20 Additional Requirements for Construction Activities**

**(a) Traffic accommodation**

The travelling public shall have the right of way on public roads, and the Contractor shall apply suitable approved methods for so controlling the movement of his equipment and vehicles that they will not constitute a hazard on the road.

Failure to maintain road signs, warning signs or flicker lights, etc. in a good condition shall constitute ample reason for the Municipality to withhold any payment due to the Contractor until the road signs, etc. have been repaired or maintained to his satisfaction.

Accommodation of public traffic on the works or any delays caused thereby will not be regarded as a special circumstance for the extension of time.

In all dealings with the public the Contractor shall bear in mind the public's right to enjoy the use of the road, and the Employer's desire to interfere as little as possible with this right. At all points of contract with the public, the Contractor shall deal with deliberate courtesy and understanding in any discussions or disputes.

The Contractor may not commence constructional activities before the Municipality has been consulted and, if required adequate provision has been made for accommodating traffic in accordance with the requirements of this document and the CSRA-CUTA Road Signs Note No. 13.

**(b) Traffic Control at Roadworks**

Road construction and maintenance operations on roadways which are open to traffic are often temporary and therefore more dangerous than a permanent hazard as they are not even expected by the driver who is familiar with the route. The fundamental principles are emphasized so that the responsible person may be able to adapt these to his particular situation.

**(c) Methods of Control**

Where a portion of the width of the roadway is closed and traffic is to proceed or pass through a work area, two methods of traffic control are available:-

i) Flagmen, and
ii) STOP/GO signs

The choice of the particular method to be employed will depend on the speed, the volume of traffic, the length and the visibility of the portion of roadway through which traffic is required to proceed. Set out below is a guide given details of each method.

**i) FLAGMEN**

The use of flagmen is an easy and flexible method of controlling traffic. The method should be used where traffic volumes are less than about 200 vehicles per hour and the flagmen at the beginning and end of the work area are clearly visible to each other. The length of the work section should be no more than about 100 m and the method can be used for two-way or one-way passing of traffic.

Where the obstruction is only intermittent this method may be used in conjunction with appropriate signs for higher traffic volumes than stated above.

The standard size of flags should be 450 mm square. Flags should be made of durable bright red cloth fastened to a staff about 1 m long. The free edge of the flag should be weighted to ensure a vertical position during windy weather. A diagonal stiffener may also be used for the same purpose.

The efficiency of flagging traffic control is often dependent on the intelligence of the flagmen. The careful selection and training of flagmen before making them responsible for the flow of traffic is essential. Flagmen should have good eyesight and hearing, be mentally alert, courteous and pleasant-natured.

Distinctive clothing should be given to flagmen on duty so that the public will recognize them and respect indications given by them. A bright-colored helmet, preferably red, together with a yellow safety jacket should be issued to them.

Flagmen stations should be located far enough from the roadworks so that drivers will have sufficient distance to slow down their vehicles before entering the project but not so far away that the drivers tend to increase the speed of their vehicles before passing the roadworks. Normally the flagmen should stand either on the shoulder adjacent to the lane of traffic he is controlling or in the barricaded lane. Under no circumstances should he stand in the traffic lane. In rural areas he should be clearly visible to the traffic he controls from a distance of at least 150 m. For this reason, he should stand alone never permitting a group of workmen to congregate around him.

**ii) STOP AND GO PORTABLE SIGNS**

Where traffic volumes exceed 200 vehicles per hour and one-way traffic is essential for safe passing over the work section, portable STOP and GO signs R1.5A and R1.5B should be used.

The signs should only be controlled by a responsible person who should at least have the qualities referred to for flagmen. The sign should be positioned so that it is readily visible to the approaching driver. The men controlling the signs should be visible to each other for the purpose of coordinating vehicle group flow.

**C3.4.21 Variations and Additions to COLTO**

The following pages contain the variations and additions to the COLTO Standardized Specifications that will be valid for this Contract.

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.

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 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.

## 1. SECTION 1200: GENERAL REQUIREMENTS AND PROVISIONS

### B1202: SERVICES

Substitute “The contractor will be introduced to known services” in the fourth paragraph with “The contractor shall be liable for all costs and subsequent costs arising from the damage cause by him to known services.”

Add the following:

“The contractor shall give the Municipality at least one week’s notice before the exposing of any service may be commenced with. Notwithstanding the above, the contractor may not commence with the exposing of any service before the approval of the Municipality has been given to him”.

### B1204: PROGRAMME OF WORK

Insert the following at the end of the first paragraph:

Once approved by the Municipality in writing, this program shall be known as the Contract Program. The Contractor shall take such steps as are necessary at all times to ensure that the work is carried out and controlled in such a way that the contract is completed within the time stated in the Tender and/or as extended by the Municipality in writing."

The program shall be updated monthly in accordance with the progress made by the Contractor. The critical path must be clearly indicated.

It is in the Contractor's interest to give as much information as possible about times allowed for construction as well as resource or other limitations on program times, since his program will form the basis for any contractual negotiations concerning extensions of time once the contract has commenced.

Failure to comply with these requirements entitles the Municipality to use a program based on his own assumptions to evaluate claims for extension of time for completion of the works, or for additional compensation.

Add the following to the end of this subclause:

"Should the Municipality require a revision to the Contract Program for whatever reason, two paper prints of the

Contract Program, or revision thereof, shall accompany each approval request.

The Contractor shall not be entitled to any payment of cost incurred with respect to revisions or amendments of his Contract Program."

Add the following additional subclause:

a) Reporting

The Contractor shall submit to the Municipality at least three days before each Monthly Site Meeting, a Monthly Progress Report which shall include the following:

i. A summary of progress on site over the month immediately preceding the Monthly Site Meeting. This shall be in the form of a detailed narrative supplementing the Contract Program.
ii. Highlight activities running late, indicating what steps have been or will be taken (e.g.) reprogramming, additional plant and/or labour resources, etc) to ensure that the specified date of completion is not overrun.
iii. Status report for all plant employed on site.
iv. Status report of all labour resources employed on site.
v. Status report of all material on site.
vi. Status report in relation to COVID 19 compliances

**B1205: WORKMANSHIP AND QUALITY CONTROL**

Add the following to the third paragraph:

“The cost of quality control tests done by the Municipality during the course of the contract will be for the employer’s account. The Municipality however reserves the right to let the contractor pay for failed tests.”

**B1206: THE SETTING-OUT OF WORK AND PROTECTION OF BEACONS**

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

“The contractor shall, within a period of fourteen (14) days or such longer period as may be permitted by the Municipality, after receival of the full particulars, check all beacons, reference marks, etc. and any discrepancy shall immediately be reported in writing to the Municipality.”

**B1207: NOTICES, SIGNS AND ADVERTISEMENTS**

Add the following to the second paragraph:

The Contractor must allow for the provision of 1 (one) of the standard Project Board as shown on the drawings. These boards shall be erected at a position on site indicated by the Municipality.

**B1209: PAYMENT**

iv. Trade Names

Add the following additional subclause (g):

“Where materials are specified under trade names, tenders must be based on those specified materials. Alternative materials may be submitted as alternative tenders and the Municipality may, after receipt of tenders, approve the use of equivalent materials”.

**B1210: CERTIFICATE OF COMPLETION OF THE WORKS**

The Works shall be completed within a period of 8 (Eight) months including the Contractor’s holidays in December/January as well as any special non-working hours/days specified, after receipt in writing of the order issued in terms of relevant clause of the General Conditions of Contract.

The maintenance period of six (6) months required for this contract will be calculated from the date of completion of all the works to the satisfaction of the Municipality in terms of relevant clause of the General Conditions of Contract 2010 Second Edition.

**B1214: CONTRACTOR’S ACTIVITIES IN RESPECT OF PROPERTY OUTSIDE THE ROAD RESERVE AND OF SERVICES MOVED, DAMAGED OR ALTERED**

Add the following to subclause (d):

“The Contractor shall hand these written statements, obtained from all landowners and authorities concerned, to the Municipality who will require all these written statements before the Final Certificate will be issued. This will normally include clearance and reinstating of borrow pits and quarries, diversions, haul roads, fencing, etc.

Failing to obtain these written statements from all landowners and authorities concerned, the period of maintenance will be extended including all conditions related to such an extension, until such time that all these statements are obtained.

The obtaining of any such written statements will not relieve the Contractor of the execution of any of his obligations to the satisfaction of the landowner or authority concerned, and to the approval of the Municipality."

**B1224 : THE HANDING-OVER OF THE ROAD RESERVE**

The road reserve for over these sections to be reconstructed will be handed over to the Contractor by the local authority at the commencement of the contract. The Contractor shall then be responsible for maintaining the full length of the roads under this contract from the date of handover until the end of the maintenance period.

**B1225: HAUL ROADS**

Add the following:

"Where public roads are used for haulage of the material, the contractor shall be responsible for all maintenance on the roads and also for reinstating the roads at the end of his usage to a condition at least comparable with that

before work commenced. The contractor shall establish and agree in writing the requirements of the relevant local authorities for both maintenance and reinstatement of the roads. He shall not use such roads until the Municipality is satisfied that these agreements are in place.

Particular care shall be taken where haul-roads traverse private farmland and pass close to farm dwellings. Haul roads in general, but particularly in the areas mentioned above, shall be kept continuously damp in order to limit the generation of dust.

The construction (where required), upgrading, maintenance, watering and rehabilitation of haul roads will not be measured separately and will be deemed to be included in the various rates tendered for obtaining material from the borrow pits and/or from commercial sources. At the end of the contract, all existing private roads shall be left in at least the same state as they were at the beginning of the contract."

**B1226: MEASUREMENT OF DEPTH OF TRENCHES AND FOUNDATION EXCAVATIONS**

Substitute the last two sentences with the following:

“Where trenches are excavated in accordance with the fill method in the completed or partly completed road prism, the depth of excavation shall be measured and paid for in accordance with the minimum cover as specified on the drawings or as instructed by the Municipality, whichever may be applicable.”

**B1230: ENVIRONMENTAL IMPACT CONTROL**

Add the following additional clause after clause 1229.

“B1230: Environmental Impact Control”

In addition to aspects of design which are intended to avoid or reduce environmental impact, and also in addition to normal good construction practices expected of the Contractor, the following shall be observed and unless otherwise specified, no separate payment will be made for observing these requirements as it is deemed to be included in the amount tendered for item 13.01 (a), (b) and (c) but any avoidable non-compliance with these requirements which could have been avoided in the opinion of the Municipality may be considered sufficient grounds for withholding payment in part of all the amounts to be paid for the above item 13.01”.

a) Restriction of working areas

Working areas are defined as those areas reasonably required by the Contractor to construct the contract as agreed with the Municipality. These shall generally be restricted to within the road reserve, but where this is not possible they shall be kept to a minimum in order to minimize damage to areas outside the road reserve. Where designated working areas require rehabilitation, this shall be paid for.

Before commencing any other work, the Contractor shall, in order to prevent unauthorized movement of persons or vehicles outside designated working areas and access road servitudes, erect and maintain temporary fences along the boundaries of the working areas, access roads, spoil and stockpile areas etc. as agreed with the Municipality and landowners.

Movement of vehicles and personnel outside the designated working areas will not be permitted without the written authorization of the Municipality.

Discipline on site and in the camp shall be to such a degree as to indemnify the Employer from all complaints.

b) Protection of fauna and flora

No trees or shrubs shall be removed from the road reserve unless so instructed by the Municipality in the interest of the road and road safety.

No vegetation inside the road reserve, natural or planted, shall be disturbed unless directly required to execute the work.

c) Dust Control

The Contractor shall take appropriate measures to minimize the generation of dust as a result of the works, operations and activities to the satisfaction of the Municipality. Such measures shall include regular and effective treatment of gravel haul and access roads and working areas. No additional payment will be made for such measures, and the Contractor shall allow for them in his tendered rates.

d) Refuse

The Contractor shall be responsible for the establishment of a refuse control system that is acceptable to the Municipality.

The Contractor shall ensure that all construction debris (e.g. cement bags, timber, wire, nails, etc) waste and surplus food, food packaging, litter and organic waste are not deposited by his employees anywhere on, or off, the site except in refuse bins for removal on a regular basis by the Contractor. Refuse bins shall be litter-proof of a design approved by the Municipality, e.g. 210 litre oil drum with suitable lid all painted bright yellow.

Refuse collected must be disposed of only at a site(s) approved by the Municipality and Local Authority. The Contractor shall provide laborers to clean up the Contractor's camp and working area at least once a week.

e) Toilets

The Contractor shall provide suitable sanitary arrangements at his camps, offices, workshops and construction sites for his staff. A minimum of one toilet shall be provided per 15 people at each working area. If outside toilets are provided, they shall be of a neat construction and shall be provided with doors and locks and shall be provided to prevent them blowing over. Sanitary arrangements shall be to the satisfaction of the Municipality and the local authorities.

The Contractor shall be responsible for providing all sanitary services for himself, the Municipality's supervisory staff and subcontractors. The Contractor shall keep the toilets in a clean, neat and hygienic condition.

**(b) SECTION 1300: CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS**

**B1303: PAYMENT**

Item Unit

B13.01 : The contractor's general obligations .....lump sum or month

e) Add the following paragraphs after the paragraph numbered (iii):

(iv) "Provision of a suitable vehicle for inspection of the works during site meetings

to be held approximately once a month. The vehicle shall be in a neat, clean and serviceable condition".

f) In paragraph (2) substitute

"excluding contingencies and price adjustments in terms of clause 49 of the general conditions of contract" with "excluding any payment made under payment item B13.01, contingencies and price adjustments in terms of relevant clause of the general conditions of contract."

B13.02: Employment of Community Liaison Officer (CLO).....Prov Sum

The unit of measurement for the employment of CLO shall be the months worked on the project by CLO at a rate agreed by both the Client and the Contractor.

The tendered rate shall include full compensation of the Contractor's finance charges and profits.

B13.03: Compilation of Health and Safety Plan ..... Sum

The unit of measurement for the compilation of Health and Safety plan in accordance with applicable legislation shall be sum of cost incurred by the Contractor's % mark up in preparation of such document and maintenance of it thereafter.

The tendered rate shall include full compensation for all work necessary for the preparation of such documents and maintenance thereafter. This document and appointments in accordance with applicable legislation should be approved by the Municipality before any payment under this Item can be affected.

B13.04: Provisional Sums for Survey Required by the Municipality..... km

The unit of measurement shall be the kilometers of road surveyed.

The tendered rate shall include all the expenses incurred for supply of site survey plans showing all ma-made features and/or landmarks along the newly constructed road by nominated subcontractor. The engineer or client will nominate suitable Subcontractor for surveying of As Builds Drawings under provisional Sum Allocation for Surveying. The Contractor will claim Mark-up Percentage of the Provisional Sums.

B13.05: Additional blading required by the Municipality .....km

The unit of measurement shall be the kilometers of road bladed.

The tendered rate shall include full compensation for reshaping of the road surface, side drains and mitre drains after six (6) months of the completion date of the road construction and/or end of defects and liability period.

B13.06 : Nameboard.....Number (No.)

The tendered rate shall include full compensation for all work necessary for the supply, installation and maintenance of the standard name board of the South African Association of Employer.

B13.07: Facilitation.....Sum

The unit of measurement for the compilation of Facilitation in accordance with applicable legislations shall be sum of cost incurred by the Contractor's % mark up in preparation of such document and facilitation of it will be responsibility of the nominated sub-contractor by Engineer/client

3. **SECTION 1400: HOUSING, OFFICES AND LABORATORIES FOR THE MUNICIPALITYS AND SITE PERSONNEL**

**B1402: OFFICES AND LABORATORIES**

**a) General**

Delete "and where required" in the sixth line of the seventh paragraph.

**b) Offices**

Substitute the first sentence of the first paragraph with the following: "The type of office shall be as follows:

c) **Resident Municipality's office**:

The office shall serve as both the Municipality's office and the conference room and shall have a minimum floor area of 30 m2.

**d) Ablution units**

Substitute "with the details shown on the drawings" in the first paragraph with "with the requirements of the authorities concerned".

4. **SECTION 1500 : ACCOMMODATION OF TRAFFIC**

**B1503: TEMPORARY TRAFFIC – CONTROL FACILITIES**

Add the following after the first sentence of the third paragraph:

“Traffic cones and delineators shall be placed at maximum intervals of 10 m on tapers and 20 m straights unless otherwise authorized by the Municipality.”

**a) Traffic-control devices Add the following:**

“Flagmen shall be provided at all entrance and exist points to the working areas adjacent to areas where work is in progress under or next to traffic”.

**b) Road signs and barricades Add the following:**

“Temporary warning and regulatory signs, delineators and barricades shall be of the new black, yellow and red type, in accordance with the figures and plans included in Roads Signs Note 13 – Roadworks.

No work may proceed on any section where accommodation of traffic is required until such time as the relevant requirements with regard to signposting are met and written approval from the Municipality is obtained.

**c) Channelization devices and barricades Add the following:**

Channelization shall be indicated by the use of delineators, cones, or steel drums as detailed is

Road Signs Note 13 – Roadworks”.

Add the following additional subclauses:

**d) Cleaning of traffic cones and road signs**

Cones shall be manufactured and positioned in accordance with the details specified on the drawings.

All traffic cones and road signs shall be kept clean and visible at all times. All bituminous or other foreign material shall be removed by the contractor, or new traffic cones and road signs shall be provided at the cost of the contractor, as directed and to the satisfaction of the Municipality.

**B1517: MEASUREMENT AND PAYMENT**

B15.03 Temporary traffic-control facilities Substitute “R-series” with “TR-series” in 15.03l. Substitute “W-series” with “TW-series” in 15.03(f).

Substitute “Danger plates and delineators” with “Danger plates and delineators (indicate size) including sandbags” in 15.03(h).

The unit of measurement shall be number of each sign provided and completely erected”.

Substitute “which have become unserviceable” in the last paragraph with “which have become unserviceable or have been removed by other parties.

5. **SECTION 1600 : OVERHAUL**

**B1602: DEFINITIONS**

a) Overhaul material Add the following:

"Material from commercial sources or from sources of which the locating there-of is the Contractor's responsibility shall not be classified as overhaul material." Overhaul on excess of less than 2km will not be paid

b) Overhaul

Add the following:

"An unlimited overhaul shall be applicable to all material from commercial sources or to material from sources of which the locating there-of is the Contractor's responsibility".

6. **SECTION 1700 : CLEARING AND GRUBBING**

**B1703: EXECUTION OF THE WORK**

a) Re-clearing of vegetation Add the following:

"The contractor shall program his work in such a manner that re-clearing will not be necessary".

**B1704: MEASUREMENT AND PAYMENT**

Item Unit

B17.03: Re-clearing of surfaces (on the written instruction of the Municipality only..... hectare (ha)

Substitute the clause with the following:

"No payment will be made for the re-clearing of surfaces, and the cost of such re-clearing shall be at the contractor's expense".

7. **SECTION 2200 : PREFABRICATED CULVERTS**

**B2204: CONSTRUCTION METHODS**

Add the following:

"Prefabricated culverts shall be installed by the "trench method" unless otherwise instructed by the Municipality".

**B2205: EXCAVATION FOR CONSTRUCTION BY TRENCH METHOD**

a) Depth of excavation

Add the following to the second paragraph:

“The positions and levels of the culverts as shown on the drawings may be changed by the Municipality to suit conditions on site and the Contractor shall not start with any excavation before approval has been obtained from the Municipality.

b) Width of excavation

Substitute the first paragraph with the following:

“The widths of excavations for pipe culverts shall be equal to the external diameter of the pipe barrel plus twice the side allowance determined from the following table:

| **External diameter of pipes (mm)** | | **Side allowance on each side (mm)** |
|---|---|---|
| Over | Up to and including | |
| 0 | 700 | 300 |
| 700 | 1000 | 400 |

The side allowance for box culverts shall be 500 mm on each side, irrespective of the size of the box culvert.

Where two or more culverts (pipe or box) are to be placed in one trench, the excavation width shall be the sum of the external diameters of the pipes, or widths in the case of box culverts plus the side allowance for each outer culvert plus, between each pair of adjacent culverts, the dimension as shown on the drawings.

Add the following:

“A maximum width of 150 mm, over and above the specified width of excavation, shall be measured and paid for in the case of excavations made in hard or boulder material where a certain amount of overbreak is inevitable.”

**B2218: MEASUREMENT AND PAYMENT**

Item Unit

B22.01: Excavation ..... cubic metre (m3)

Substitute “the disposal of excavated material unsuitable for backfilling” in the fifth paragraph with “the disposal of surplus material and/or material unsuitable for backfilling”.

**B22.07: Cast in-situ concrete and formwork**

Add the following:

“Apron slabs and cut-off walls shall be measured and paid for under 22.07l”.

Item Unit

B22.29: Construct in/outlet structure headwall and wingwalls to dimensions on standard detail with approved cement-mortared stone complete ..... No

The rate shall be per number of in/outlet structures and will distinguish between structures built on one pipe or two pipes. The construction of stone headwalls and wingwalls will be restricted to 600 mm dia pipes only. Apron slabs and cut-off walls will be measured under items B22.07 and B22.10.

Suitable stone (hard field or quarry stone not susceptible to disintegration or weathering on exposure to atmosphere or water) will be used after the Municipality has approved the said stone.

Rounded boulders may not be used. Stone must be clean and wetted before set in a 6:1 sand : cement mortar.

8. **SECTION 3100 : BORROW MATERIALS**

**B3104 (g): HAUL ROADS**

Add the following:

No payment shall be made for the provision and maintenance of haul roads and all such costs shall be deemed to be covered by the rates tendered, except for the provision of fences if requested, which work shall be carried out, measured and paid for in accordance with the provisions of section 5500.

**B3108: MEASUREMENT AND PAYMENT**

Item Unit

B31.01: Excess overburden ..... cubic metre (m3)

Add the following

“Payment will be made in two instalments, viz. 50% of the tendered rate after stockpiling the excess overburden and the remaining 50% after the material has been replaced and levelled off to the Municipality’s satisfaction.

9. **SECTION 3300 : MASS EARTHWORKS**

**B3303 (a): CLASSES OF EXCAVATION**

Add the following:

“The excavation of material from cut or borrow for fill (including excavations in existing roads where specified or agreed) shall be classified as either soft excavation or hard excavation.

All intermediate excavation shall be classified as soft excavation and the rate for soft excavation shall include the cost for intermediate excavation.”

**B3305 (a): REMOVING UNSUITABLE MATERIAL**

Substitute “or should the thickness of the layer to be removed be less than 200 mm” in the third paragraph with “or should the thickness of the layer to be removed after completion of the excavations in accordance with the original instructions be less than 200 mm”.

**B3305I: PREPARING AND COMPACTING THE ROADBED**

Add the following:

“The compaction requirements for roadbed shall, unless otherwise required by the Municipality, be in accordance with the compaction requirements for fill as specified in sub subclauses 3302(b)(iii)”.

**B3312: MEASUREMENT AND PAYMENT**

Item Unit

B33.03 Extra over item 33.1 for excavating and breaking down material in.....cubic meter (m3)

Replace “items (a), (b) and (c)” in the first sentence of the second paragraph with “item (c)”. Add the following sentence:

“The measurement for items (a) and (b) shall be the cubic meter of compacted layer, and the quantity shall be calculated from the authorized dimensions of the completed layer.”

10. **SECTION 3400 : PAVEMENT LAYERS OF GRAVEL MATERIAL**

**SECTION 3402: MATERIALS**

The following specifications for gravel wearing course material shall apply:

Table B3402/4 : Gravel Wearing Course Material

| | |
|---|---|
| Maximum size: | 37.5 mm |
| Oversize index (10)a: | #5 per cent |
| Shrinkage product (Sp)b | 100-240 |
| Grading coefficient (Gc)c | 16 – 34 |

| CBR | 15 min at 95 percent Mod AASHTO compaction and OMCD |
|---|---|

a Lo = Oversize index (per cent retained on 37.5 mm sieve)
b Sp = Linear shrinkage x per cent passing 0.425 mm sieve
c Gc = (Per cent passing 26.5 mm – percent passing 2.0 mm) x per cent passing 4.75 mm/100
d = tested immediately after compaction

Only Class E gravel will be acceptable.

**B3407: MEASUREMENT AND PAYMENT**

Item Unit

B34.01: Pavement layers constructed from gravel taken from cut or borrow, including free haul up to 2.0 …..km

Change the heading of sub item 34.01(a) to "Gravel selected layer from cut or borrow compacted to:" Add the following sub item:

i) Gravel selected layer from crushed material compacted to:

i) 93% of modified AASHTO density (specify compacted layer thickness) cubic meter (m3)

Change the heading of sub item 34.01(h) to "Gravel wearing course from cut or borrow compacted to:" Add the following sub item:

j) Gravel wearing course from crushed material compacted to:

i) 95% of modified AASHTO density (specify compacted layer thickness) cubic meter (m3)

In second paragraph change: Materials' transportation distance from 1,0km to 2,0km.

B34.02: Extra over item 34.01 for excavation of material in ..... cubic meter (m3)

Add the following phrase after the word "of" in the first line of the first paragraph "compacted pavement layer, and the quantity shall be calculated from the authorized dimensions of the completed layer".

NB. There will be no payment made under this item, therefore allowance should be made in Item B34.01 above.

11. **SECTION 5600 : ROAD SIGNS**

**B5602: MATERIALS**

p) Structural steel

Substitute “Where specified, all structural steel” in the first paragraph with “All structural steel”.

q) IChromadek steel plate

Substitute “1,40mm” in the first paragraph with “1,20mm”.

**B5609: MEASUREMENT AND PAYMENT**

Item Unit

B56.05: Excavation and backfilling for road sign supports (not applicable to kilometers posts)

…..... Cubic metre (m3)

Substitute “not in concrete” in the first paragraph with “not in concrete or a soil/cement mixture”.

12. **SECTION 5900 : FINISHING THE ROAD AND ROAD RESERVE AND TREATING OLD ROADS**

**B5904: MEASUREMENT AND PAYMENT**

Item Unit

B59.01 : Finishing the road and road reserve..... kilometre (km)

Add the following:

“Payment shall distinguish between road reserves where the new road is adjacent to the old road with both roads within the new road reserve and road reserves with only the new road within the new road reserve.”

13. **SECTION 8100 : TESTING MATERIAL AND WORKMANSHIP**

**B8117: MEASUREMENT AND PAYMENT**

Item Unit

B81.04: Testing material by the Municipality ..... Provisional :Sum

The provisional sum provided shall cover the cost of additional and duplicate testing done by the Municipality.

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C3.5 Management

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### C3.5.1 Construction Program & Methods

**a) Time for Completion and Program.**

The Works shall be completed within 32 (Thirty-two) weeks, which period includes the normal days of inclement weather (as specified in Contract Data of this document), but is exclusive of the year end break, and special non-working days falling outside thereof.

The Contractor will be required to develop and maintain for the full duration of the contract, a Works Program, the purpose of which it will be to ensure that the work is carried out and controlled in such a way that the Contract is completed within the time stated in the tender or in the time extended by the Municipality in writing.

The Contractor shall take all aspects regarding the conditions on site, access, transportation, and restricted working space, the availability of material, machines and labour into account during the tender stage and in compiling of a Construction Program.

**b) Construction Program**

The Contractor must submit his Construction Program within the time stated in the Appendix to the Tender. The program is subject to the Municipality's approval and remains so for the duration of the Contract.

This program shall be in the form of a Gantt bar chart or other time/activity form acceptable to the Municipality. The unit of measurement in respect of the time periods of activities will be weeks.

The program shall reflect at least the following information:

(i) A description of each of the major activities to be carried out during the Contract and the sequence in which they will be done.
(ii) The programmed time for executing each activity.
(iii) The dependencies which exist between the various activities and whether these are time-related or resources-limited or both.
(iv) The critical path of activities on which final completion of the Works is dependent.
(v) The amount of slack time for non-critical activities.

The following is a list of the main activities that the Contractor is required to indicate on his program which shall not be considered as being comprehensive but rather as the minimum

information required by the Municipality. Sub-items shall be indicated as necessary to demonstrate the proper order of the Works:

- Establishment on site
- Site Clearance
- Roadbed Preparation
- Construction of side drains
- Construction of Concrete Road Section
- Concrete Stormwater pipes
- hauling of gravel material
- Wearing course processing
- Headwalls
- Stone pitching and gabions
- Tiding up on completion
- Erection of road signs

The following details shall also accompany the program:

i) Proposed number of working hours per day, working days per week, “pay weekends” (if any), and any proposed holiday or other shut down periods.

ii) Schedule of proposed labor resources (giving a breakdown of Municipality’s /technicians, foremen, supervisions, artisans, skilled and unskilled labor) for each major activity.

iii) Schedule of proposed plant resources (giving a breakdown of description and number of units) for each major activity.

If during the course of the Contract the progress of work falls behind on the program, or if the sequence of operations is altered, or if the program is deviated from in any other way, the Contractor shall within one week of being notified by the Municipality submit a revised program.

If the program has to be revised by reason of the Contractor falling behind his program, he shall produce a revised program showing how he intends to regain lost time in order to ensure completion of the Works within the Time for Completion as defined in the General Conditions of Contract, taking extension of time granted into account. Any proposal to increase the tempo of

work must be accompanied by positive steps to increase production by either providing more labor and plant on site, or by using the available resources in a more efficient manner.

Failure on the part of the Contractor to submit or to work according to the program or revised program shall be sufficient reason for the Municipality to take steps as provided in relevant clause of the General Conditions of Contract.

The approval by the Municipality of any program shall have no contractual significance other than that the Municipality will be satisfied if the work is carried out according to such program and that the Contractor undertakes to carry out the work in accordance with the program. It shall not limit the right of the Municipality to instruct the Contractor to vary the program should circumstances make this necessary.

It is in the Contractor's interest to give as much information as possible about times allowed for construction as well as resource or other limitations on program times, since this program will form the basis for any contractual negotiations about extensions of time once the contract is commenced. Failure to comply with any of these requirements will entitle the Municipality to use a program based on his own assumptions to evaluate claims for extension of time for the completion of the work and/or for additional compensation.

Once approved by the Municipality in writing, this program shall be known as the Contract

Program and shall be revised only as described below. Minor revisions to the Contract Program may be introduced from time to time by mutual agreement between the Contractor and the Municipality. Should the Municipality require a major revision to the Contract Program for whatever reason, the Contractor shall be notified in writing and such revision shall be submitted for approval to the Municipality within two weeks of receipt of such notification.

If a revised program is issued, the effect on the initial critical path must be clearly indicated by the Municipality as must the steps required to be taken to ensure the completion of the contract within the stated Time for Completion.

The Contractor shall submit to the Municipality, at least three working days before each monthly site meeting, one paper print of the Contract Program with detailed programs (as described below) duly marked up to reflect the actual progress up to that date.

**c) Reporting**

The Contractor shall submit to the Municipality at least three days before each monthly site meeting a monthly progress report which shall include the following:

(i) A summary of progress on site over the month immediately preceding the monthly site meeting. This shall be in the form of a detailed narrative to the Contract Program.

(ii) Highlight activities running late, indicating what steps have (or will) be taken (e.g. reprogramming, additional plant and/or labor resources, etc.) to ensure that the specified date of completion is not overrun.

(iii) Status report of all plant utilized on site.

(iv) Status report of all labor resources employed on site.

(v) Status report of all material on site.

No separate payment will be made for observing these requirements as it is deemed to be included in the amounts tendered for Preliminary and General items.

**d) Methods**

Construction methods must be of such a nature that no person, property or improvements in the vicinity of the works is endangered. The Employer accepts no responsibility for any work executed without written permission outside the site of Works.

**C3.5.2 Features Requiring Special Attention**

**a) Dealing with Water**

The Contractor is responsible for the control of storm-water from adjoining areas, the site underground water seepage. No additional payment will be made in this regard and the costs involved in complying with this Clause will be deemed to be included in the various rates tendered.

**b) Survey Beacons**

Benchmarks with levels and coordinates will be placed on site at commencement of the Works and formally handed over to the Contractor.

**c) Record Drawings**

As the Works proceed the Contractor must keep detailed records of all changes to the plans. The actual position of all new and existing services must be indicated on the set of drawings supplied

free of charge for this purpose. No separate payment will be made for this and it will be deemed to be included in the rates tendered for the relevant items.

Any information in the possession of the Contractor which is necessary for the Municipality's Representative to complete his "as-built" drawings must be submitted to the Municipality before a Certificate of Completion will be issued.

Only figured dimensions shall be used and drawings shall not be scaled unless so instructed by the Municipality. The Municipality will supply any figured dimensions which may have been omitted from the drawings.

**d) Safety**

Since the construction occurs in a built-up area the Contractor must take the safety of the residents and their properties into account during the planning and execution of the Works. All open trenches, services, materials and machines must be protected and clearly marked.

**C3.5.3 Workmanship and Quality Control**

The onus to produce work which conforms in quality and accuracy of detail to the requirements of the Specifications and Drawings rests with the Contractor and the Contractor shall, at his own expense, institute a quality-control system and provide experienced Municipality's, Foremen, Surveyors, Materials Technicians, other Technicians and technical staff, together with all transport, instruments and equipment to ensure adequate supervision and positive control of the works at all times.

The costs of all supervision and process control, including testing thus carried out by the Contractor shall be deemed to be included in the rates tendered for the related items of work.

The Contractor's attention is drawn to the provisions of the various Standardized Specifications regarding the minimum frequency of testing that will be required for process control. The Contractor shall at his own discretion, increase this frequency where necessary to ensure adequate control.

On completion of every part of the work and submission thereof to the Municipality for examination, the Contractor shall furnish the Municipality with the results of all relevant tests, measurements and levels to indicate compliance with the specifications.

### C3.5.4 Liaison with Local Authorities (if applicable)

The Contractor will have to liaise with Local Authorities regarding the following matters:

a) Dealing with traffic.

(i) Locating existing underground services (including application for all necessary work permits and Way leaves).

(ii) Protection of existing services during construction.

All the relevant authorities were notified of above operations. It is then the Contractor's onus to immediately contact all these authorities and to accommodate their involvement in his Program of Work. The Contractor should also warn the authorities at least 48 hours before the actual work commences. Compensation for delays, losses or accidents will not be considered should the Contractor at any time have failed to keep the Local Authorities informed.

The Municipality or Employer must immediately be notified should the Contractor experience any problem regarding work which involves a Local Authority.

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C3.6 Annexes

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# HEALTH AND SAFETY REQUIREMENTS

## 1. INTRODUCTION AND BACKGROUND

### 1.1 Background to the Health and Safety Specification (also termed This Specification)

The Construction Regulations (July 2003) place the onus on the Client to prepare a pre-construction health & safety specification, highlighting all risks not successfully eliminated during design.

### 1.2 Purpose of the Health and Safety Specification

To assist in achieving compliance with the Occupational Health & Safety Act 85/1993 and the now promulgated Construction Regulations (July 2003) in order to prevent or as far as possible, reduce incidents and injuries.

This specification shall act as the basis for the drafting of the Principal Contractor's and Contractors' construction phase health & safety plans.

The Health & Safety Specification sets out the requirements to be followed by the Principal Contractor and other Contractors so that the health & safety of all persons (including the public) potentially at risk may receive the same priority as other facets of the project e.g. cost, program, environment, etc.

### 1.3 Implementation of the Health and Safety Specification

This Health & Safety Specification forms an integral part of the contract, and the Principal Contractor is required to use it when drawing up his project-specific construction phase health & safety plan. The Principal Contractor must forward a copy of this specification to all Contractors at their bidding stage so that they can in turn prepare health & safety plans relating to their operations.

## 2. HEALTH AND SAFETY SPECIFICATION

### 2.1 Scope

This Specification covers the requirements for eliminating and mitigating incidents and injuries on Contract No: **PSJLM-MIG-2026/27 – 01** for the **CONSTRUCTION OF MVUME ACCESS ROAD.**

The scope also addresses legal compliance, hazard identification and risk assessment, risk control, and promoting a health and safety culture amongst those working on the project. The Health & Safety Specification also makes provision for the protection of those persons other than employees.

## 2.2 Interpretations

**Application**

This specification is a compliance document drawn up in terms of the Occupational Health and Safety Act No 85 of 1993 (OHSA) and is therefore binding. It must be read in conjunction with all other relevant legislation as noted previously.

**Definitions**

The definitions listed in the Occupational Health & Safety Act 85/1993 and Construction Regulations (July 2003) shall apply.

## 2.3 Minimum Administrative Requirements

**Notification of Intention to Commence Construction Work**

The Contractor shall notify the Provincial Director of the Department of Labor in writing before construction work commences. A copy of this notification must be held in the Contractor's health & safety file on site.

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

The Contractor shall make supervisory appointments as well as other relevant appointments in writing (as stipulated by the OHSA and Construction Regulations 2003), prior to commencement of work.

**Competence of the Contractor's Appointed Competent Persons**

The Contractor's competent persons for the various risk management portfolios must fulfil the criteria as stipulated under the definition of "Competent" in accordance with the Construction Regulations (July 2003).

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

The Contractor shall have in his possession a letter of good standing with his Compensation assuror as proof of registration. Contractors shall hold proof of workman's compensation assurance Registration in the form of a letter of good standing and forward a copy to the Municipality.

**Occupational Health and Safety Policy**

The Contractor shall submit a Health and Safety Policy signed by his Chief Executive Officer. The Policy should outline the Employer's objectives as well as how they will be achieved and implemented by the Municipality.

**Health and Safety Organogram**

The Contractor shall prepare an organogram, outlining the site management health & safety structure including the relevant appointments/competent persons. In cases where appointments have not been made, the organogram shall reflect the intended positions. The organogram must be updated when there are any changes in the Site Management Structure.

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

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

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

The Contractor shall inform, instruct and train his workers 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. This training should be carried out in the form of toolbox health & safety talks.Contractors must conduct their own toolbox talks and submit proof of these talks to the Contractor at least weekly.

The Contractor shall be responsible for ensuring that all persons who could be negatively affected by his 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 (toolbox talk strategy to be implemented).

The Contractor must conduct risk assessments specific to his operations and forward a copy to the Municipality. The Contractor when required must report on the status of these risk assessments.

**Health and Safety Representative(s)**

The Contractor shall ensure that Health and Safety Representative(s) are appointed under consultation and trained to carry out their functions. The appointments must be in writing.

The Health and Safety Representatives shall carry out regular inspections, keep records and report all findings to the Responsible Person forthwith and at health & safety meetings. Health & Safety representatives are required as soon as an Employer has 20 or more employees on site (one for the first 20 employees, another for the next 30 and one more for every 50 or part thereof employees thereafter).

**Health and Safety Committees**

The Contractor shall ensure that project health and safety committee meetings are held monthly and minutes are kept on record. Meetings must be organized and chaired by the Contractor's Responsible Person (Section 16(2) person or CR 6(1) person), in accordance with the OHS Act 85/1993. Minutes of their meetings shall be kept on record and shall always be accessible to the Municipality or any other authorized representative.

**Health and Safety Training**

Induction

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

Awareness

The Contractor shall ensure that, on site, periodic toolbox health & safety 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 and submit proof to the Municipality.

Competence

All competent person must have the knowledge, experience, training, and qualifications specific to the work they have been appointed to supervise, control or carry out. This will have to be assessed on a regular basis e.g. training, evaluation, periodic audits by the Client, progress meetings, etc. The Contractor is responsible to ensure that competent persons are appointed to carry out construction work.

**General Record Keeping**

The Contractor 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 (July 2003). The Contractor shall ensure that all records of incidents/accidents, emergency procedures training, inspections, audits, etc. are kept in a health & safety file held in the site office (the file must include the Contractor's health & safety plan).

**Health & Safety Audits, Monitoring and Reporting**

The Client shall conduct monthly health & safety audits of the work operations including a full audit of physical site activities as well as an audit of the administration of health & safety. The Contractor is obligated

to conduct similar audits at least monthly on all Contractors appointed by it and keep audit reports in his health & safety file. Contractors have to audit their sub-contractors and keep records of these audits in their health & safety files, made available on request.

**Emergency Procedures**

The Contractor must prepare 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:

- List of key competent personnel.
- Details of emergency services.
- Actions or steps to be taken in the event of specific types of emergencies; and
- Information on any hazardous material/situations.

Emergency procedure(s) shall include, but shall not be limited to: fire, chemical spills; injury to employees; damage to material/equipment/plant; use of hazardous substances; bomb threats; major incidents/accidents; etc. The 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. All media and other interest parties must be directed to the Client.

**First Aid Boxes and First Aid Equipment**

The Contractor shall appoint first Aider(s) in writing. The appointed First Aider(s) must be certificated.

Copies of valid certificates are to be kept on site. The Contractor must supply at least one fully stocked first aid box. All Contractors with more than 5 employees shall supply their own first aid box. Contractors with more than 10 employees shall have their own trained, certified first aider on site at all times.

**Accident/Incident Reporting and Investigation**

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

Contractors must investigate injuries and accidents involving their employees and forward a copy of the investigation report to the Municipality forthwith. The Contractor must report all injuries to the Client in the form of a detailed injury report at least monthly including man-hours worked for the month as well as the cumulative total.

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**Hazards and Potentially Hazardous Situations**

The Contractor shall immediately notify the Client, in writing, of any hazardous or potentially hazardous situations that may arise during the performance of construction activities.

**Personal Protective Equipment (PPE) and Clothing**

The Contractor shall ensure that all site workers are issued and wear the correct and approved personal protection equipment (PPE). The Contractor shall make provision and keep adequate quantities of SANS approved PPE on site at all times according to the risk assessments. The Contractor shall clearly outline procedures to be taken when PPE or clothing is:

- Lost or stolen;
- Worn out or damage.

The above procedure applies to Contractors and their Sub-contractors, as they are all Employers in their own right and must therefore carry their own PPE.

Every Contractor is responsible for supplying the necessary PPE to his own employees. Labor Only Contractors appointed by the Contractor become the responsibility of the Contractor.

**Occupational Health and Safety (OHS) Signage**

The Contractor must provide adequate on-site OHS signage, including but not limited to: “No Unauthorized Entry”, “Report To Site Office”, “Site Office”, “Beware Of Overhead Work”, “Hard Hat Area”. Signage must 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.

Health & safety signage must be well maintained including weekly inspections, cleaning, replacement and repair.

**Permits**

Permits may include (but not limited to) the following:

- Public walkways, roadways.
- The securing of any permits in terms of the above will be the responsibility of the Contractor.

Contractors and Sub-contractors

The Contractor shall ensure that all Contractors appointed by it comply with this Specification, the OHS Act 85/1993, Construction Regulations (July 2003), and all other relevant legislation that may relate to the

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activities directly or indirectly. The Contractor, when appointing other Contractors as “Sub-contractors”, shall mutatis mutandis ensure compliance as if it was the Contractor.

**Public and Site Visitor Health & Safety**

The 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, but shall not be the only health & safety measures taken.

Both the Client and the 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.

The extent of the site must be suitably displayed at all times with a limited number of access points which must be controlled to ensure safe access and egress. The access points must have adequate notices displayed (see items 2.3.18).

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. As per the Construction Regulations, a record of these “inductions” must be kept on site (attendance register)

**Night Work (Before and After Hours)**

The Contractor must ensure that adequate lighting is provided to allow for work to be carried out safely.

**Transport of Workers**

The Contractor shall not:

- Transport persons together with goods or tools unless there is an appropriate area or section to store the tools or equipment.
- 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. Workers shall not be permitted to stand or sit at the edge of the transporting vehicle.
- Transport workers in LDV’s (bakkies) unless they are closed/covered and have the correct number of seats for the passengers.

**Construction Health & Safety Officer**

A part-time construction health & safety officer (in terms of Construction Regulation 6.6) will be required. This should include at least one audit per month of the Contractor’s activities. Apart from these audits, the

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Contractor must audit his health & safety plans, health & safety files and physical site conditions at least monthly, keeping the audit records in his health & safety file on site.

**Penalties**

Penalties may be imposed for ongoing non-compliance with the provisions of the Client's Health & Safety Specification and the Contractor's health & safety plan. The penalty procedure shall consist of a written warning with a compliance time frame. Failure to comply within the time frame stipulated will result in a R1 000 penalties per non-compliance item per day that the non-compliance persists.

### 2.4 Physical Requirements

The Contractor shall make provision in his tender for safeguarding of any excavations/trenches as per this specification. Excavations and trenches deeper than 0.5m must either be shored or battered back to a safe angle unless a competent person deems the excavation or trench to be safe (permission must be given in writing). Where any uncertainty exists, the decision of a professional Municipality or professional technologist competent in excavation work will be decisive.

The Contractor shall make sure that:

a) The excavations are inspected before every shift, and a record of these inspections is kept;
b) Safe work procedures have been communicated to the workers.
c) The safe work procedures are enforced and maintained by the Contractor's Responsible Persons at all times;
d) Safe access is provided;
e) No load, material, plant or equipment is place or moved near the edge of any excavation or trench;
f) The requirements as per Section 11 of the Construction Regulations are adhered to.

### 2.5 Plant and Machinery

**Construction Plant**

"Construction Plant" includes all types of plant including but not limited to, cranes, piling rigs, excavators road vehicles, and all lifting equipment. The Contractor shall ensure that all such plant complies with the requirements of the OHS Act 85/1993 and Construction Regulations (July 2003). The Contractor shall inspect and keep records of inspections and load tests of the construction plant used on site. Only authorized/competent persons may use machinery and the proper supervision must be provided.

Appropriate PPE and clothing must be provided and maintained in good condition at all times.

**Vessels under Pressure (VuP) and Gas Bottles**

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The Contractor and all relevant Contractors shall comply with the Vessels under Pressure Regulations, including:

- Providing competency and awareness training to the operators;
- Providing PPE or clothing;
- Inspect equipment regularly and keep records of inspections;
- Providing appropriate fire fighting equipment (Fire Extinguishers) on hand;
- Oxygen and acetylene bottles must be secured in an upright position and must not show signs of corrosion or damage.

**Fire Extinguishers and Fire Equipment**

The Contractor shall provide adequate, regularly serviced fire fighting equipment located at strategic points on site, specific to the classes of fire likely to occur. The appropriate notices and signs must be posted up as required. A minimum of four 9kg dry chemical powder fire extinguishers must be available in and around the site office establishment and stores. Wherever hot work is taking place, additional fire extinguishers must be on hand. Contractors are responsible for ensuring compliance with hot work procedures and must be in possession of method statements detailing the safe working procedures.

**Hired Plant and Machinery**

The Contractor shall ensure that any hired plant and machinery used on site is safe for use and complies with the minimum legislated requirements. The necessary requirements as stipulated by the OHS

Act 85/1993 and Construction Regulations (July 2003) shall apply. The Contractor shall ensure that operators hired with machinery are competent and that certificates are kept on site in the health & safety file. Any load test requirements and inspections in terms of legislation must be complied with and copies of load test certificates and inspections must be kept in the health & safety file.

**Scaffolding/Working in elevated positions**

Working at heights includes any work that takes place in an elevated position. The Contractor must submit a risk-specific fall protection plan in accordance with the Construction Regulations (July 2003) before this work is undertaken. All scaffolding must comply with the requirements of SANS 085-2000.

Scaffolding must be declared safe for use by a competent scaffold inspector who must complete the scaffold register. Inspections must then be carried out weekly, after bad weather, after any alterations, after an incident, and before dismantling. The Contractor must keep all scaffold inspection registers on site.

Working in elevated positions requires the preparation of a fall protection plan. The plan must include a risk assessment and method statements/safe work procedures. All persons working in elevated positions must

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be evaluated for physical and psychological fitness. All persons working in elevated positions must be trained and records of this training must be kept on site. All opening, edges, and the like must be adequately guarded.

Work from elevated positions may only be conducted as if it were being conducted from a safe ladder or safe scaffold.

Where fall prevention or fall arrest devices are being used, the correct devices must be used for the purpose and they must be properly maintained. Workers must be trained into the use and maintenance of the fall prevention and arrest equipment/devices.

All scaffolding platforms above 1.5m from the ground must be complete with guard rails and toe boards and must be fully boarded as per the requirements of general-purpose scaffold platforms (5-board platforms).

Mobile scaffolds may not exceed 3 x their minimum base width in height and must be adequately boarded as per their loading requirement (no less than 3-board wide). Mobile scaffolds and static frame towers must be erected as per the manufacture's requirements (copies of these erection specifications/data sheets must be available on site).

**Lifting Machines and Tackle**

The Contractor 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:

- All lifting machinery and tackle has a safe working load clearly indicated;
- Regular inspection and servicing is carried out;
- Records are kept of inspections and of service certificates;
- There is proper supervision in terms of guiding the loads that includes a trained banksman;
- To direct lifting operations and check lifting tackle;
- Tower crane bases have been approved by an Municipality;
- Load test certificates are kept in the health & safety file;
- 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.

**Ladders and Ladder Work**

The 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.

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Stepladders must be safe for use, must be the correct height for the task and the top two rungs may not be used. Records of inspections must be kept in a register on site. Contractors using their own ladders must ensure the same.

**General Machinery**

The Contractor must ensure compliance with the Driven Machinery Regulations, which includes inspecting machinery regularly, appointing a competent person to inspect and ensure maintenance, issuing PPE and relevant clothing, and training those who use machinery.

**Electrical Installations and Portable Electrical Tools**

The Client must ensure that the Contractor is made aware of the positions of all electrical power lines. The Contractor must comply with the Electrical Installation Regulations, the Electrical Machinery Regulations and the Construction Regulations (CR 22).

The Contractor shall carry a copy of the Certificate of Compliance for his electrical power supply. All temporary electrical installations must be inspected at least weekly. Portable electrical tools and equipment

must be visually inspected daily with inspection records kept monthly. Records of these inspections must be kept on site.

## 2.6 Occupational Health

**Occupational Health**

Exposure of workers to occupational health hazards and risks is very common in any work environment, especially in construction. Occupational exposure is a major problem and all Contractors must ensure that proper health and hygiene measures are put in place to prevent exposure these hazards. Prevent inhalation, ingestion, absorption and noise induction.

**Welfare Facilities**

The Contractor must supply sufficient toilets (1 toilet per 20 workers), changing facilities, hand washing facilities, soap, toilet paper, and hand drying material must be provide. Waste bins must be strategically place and emptied regularly. Safe, clean storage areas must be provided for workers to store personal belonging and personal protective equipment. Workers should not be exposed to hazardous materials/substances while eating and must be provided with adequate, sheltered eating areas.

**Alcohol and other Drugs**

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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 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 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 Superior concerned and a copy of the disciplinary action must be forwarded to the Contractor for his records.

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# ANNEXURE A

## HEALTH AND SAFETY SPECIFICATION (HSS)

The Contractor must submit compliance with Annexure A within one working week (5 working days) of receiving the Order to Commence

| HSS ITEM NO. | REQUIREMENTS | OHSA REQUIREMENTS | SUBMISSION DATE |
|---|---|---|---|
| 2.3.1 | Health and Safety Plan | Constructions Regs | Within two weeks |
| 2.3.2 | Notification of intention | Complete Schedule 1 (Construction Regs) | Before commencement on site |
| 2.3.3 | Assignment of Responsible Persons to Supervise Construction Work | OHS Act (Section 16.2) & Construction Reg 6 | Before commencement on site |
| 2.3.4 | Competence of Responsible Persons | OHS Act (Section 16.2) & Construction Reg 6 | Together with Health and Safety Plan |
| 2.3.5 | Compensation of Occupational Injuries and Diseases – proof of registration | COIDA | Together with Health and Safety Plan |
| 2.3.6 | Occupational Health and Safety Policy | OHS Act | Together with Health and Safety Plan |
| 2.3.7 | Health and Safety Organogram | Client Requirement | Together with Health and Safety Plan |
| 2.3.8 | Initial Hazard Identification and Risk Assessment based on the Client's assessment | Construction Regs | Together with Health & Safety Plan |

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# ANNEXURE B

## ASSIGNMENT OF CONTRACTOR'S RESPONSIBLE PERSONS

The Contractor shall make the following appointments: (further appointments could become necessary as the project progresses).

| ITEM | APPOINTMENT | OHSA REFERENCE | REQUIREMENT |
|---|---|---|---|
| B1 | CEO Assignee | Section 16(2) | A competent person to assist with the onsite H & S overall responsibility –<br>Contractor's Responsible Person |
| B2 | 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. |
| B3 | 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. |
| B4 | Health & Safety Representative(s) | Section 17 | A competent person(s) to inspect H & S in reference to plant, machinery and Health & Safety persons in the workplace. |
| B5 | Incident Investigator A | GAR 8 | A competent person to investigate incidents<br>/ accidents on site and could be:<br>- The employer<br>- H & S Representative<br>- Designated person<br>- Member of the H & S<br>- Committee |
| B6 | Risk assessment coordinator | CR 7 | A competent person to co-ordinate all risk assessments on behalf of the Contractor. |
| B7 | Fall protection plan coordinator | CR 8 | A competent person to prepare and amend the fall protection pan. |
| B8 | First Aiders | GSR 3 | A qualified person top address all on site first aid cases. |
| B9 | Excavation Inspector | CR 11 | A competent person to inspect excavation work and ensure that approved safe working procedures are followed at all times. |
| B10 | Ladder Inspector | GSR 13A | A competent person to inspect ladders daily<br>and ensure they are safe for use, keeping monthly record |
| B11 | Temporary electrical installations inspector | CR 22 | A competent person to control all temporary electrical installations. |
| B12 | Construction Safety Officer | CR6 | A competent person to fulfil the functions as set out in 2.3.24 of the HSS. |

## ANNEXURE C

## GENERAL COMPLIANCE REQUIREMENTS

The Contractor shall comply with but not be limited to the following requirements. Report in writing on these to the Client at progress meetings or at least monthly which ever is sooner.

| ITEM | WHAT | WHEN | OUTPUT | ACCEPTED BY CLIENT AND DATE |
|---|---|---|---|---|
| C1 | Construction-phase Health & Safety Plan | Monthly review | Contractor to report on status of health & safety plans – monthly | |
| C2 | Health & Safety File | Open file when construction begins and maintain throughout | Have file on hand at meetings. Contractors to report on their file at monthly health & safety meetings | |
| C3 | OHS Act and Relevant Regulations | Monthly review | To be kept in the health & safety file on site | |
| C4 | Induction Training | Every worker before he/she starts before | Attendance registers to be kept. | |
| C5 | Awareness Training (Toolbox talks) | At least weekly | Attendance registers to be kept. | |
| C6 | Health & Safety Meetings | Monthly | Meeting minutes to be kept. | |
| C7 | Health & Safety Rooms | Monthly | Report covering:<br>• Incidents/accidents and investigations<br>• Non conformances by employees & Contractors<br>• Internal & External H & S audit reports | |
| C8 | Emergency procedures | Monthly evaluation of procedure | Table procedure in writing as well as telephone numbers | |
| C9 | Risk assessments | Updated and signed off at least monthly | Documented risk assessments | |
| C10 | Safe work procedures | Drawn up before workers are exposed to new risks | Documented set of safe work procedures (method statements) reviewed and signed off | |

| | | | | |
|---|---|---|---|---|
| C11 | General Inspections | Daily and weekly | Report OHS Act compliance:<br>- Excavations<br>- Portable electrical tools<br>Temporary electrical installations<br>- Materials hoist | |
| C12 | General Inspections | Monthly | Ladders | |
| C13 | General Inspections | 3-monthly | - Lifting tackle<br>- Oxy-acetylene cutting & welding sets<br>- Fall prevention and arrest Equipment | |
| C14 | Covid19 inspections | Daily and weekly | Report on OHS Act compliance:<br>- Screening and recording of workers and visitors' temperatures on daily basis<br>- Mask and sanitizing of Equipment and Transportations | |

## ANNEXURE D

## TASK ORIENTATED RISKS

| RATING | TASK/SITUATION | PERSONAL PROTECTIVE EQUIPMENT | RISK TO SAFETY | RISK TO HEALTH | PREVENTATIVE ACTION | RISK TO ENVIRONMENT |
|---|---|---|---|---|---|---|
| High | Work in trenches and excavations | Safe footwear | Trench collapses, engulfment, sprains | | Trench walls to be safely battered to natural angle of repose or properly shored | Excavated material to be disposed of in accordance with approved method |
| Low | Concrete Work (foundations) | Overalls, hard hats, safety shoes, aprons, goggles | Caving in of unshored sides Personnel & equipment falling in | Chemical reaction in wet cement causes Dermatitis | Barrier creams should be made available to personnel | Spillages into ground water |
| Medium | Brick work (General) | Overalls, hard hats, safety shoes, gloves | | Twisting and straining of back muscles while lifting blocks | Training in manual handling Use of lifting equipment | |
| Medium | Cement and Concrete Mixing | Overalls, hard hats, safety shoes, gloves, earmuffs | | Ingestion, Inhalation of Cement Contact with skin may cause Dermatitis | | Training, correct use of PPE Barrier creams |
| High | Handling of Cable Drums | Overalls, hard hats, safe shoes, gloves | Dropping or falling of drums, rolling in wrong direction | Severe injury or death | Training and supervision by experienced supervisor | |

## TASK ORIENTATED RISKS (Continued)

| | | | | | | |
|---|---|---|---|---|---|---|
| High | Ladder Usage | Hard hats, safety shoes | Falls | | Training, pre-use checks, monthly inspections, correct length for task, secure at top and bottom, skidpads on ladder, use both hands to climb | |
| High | Falls (on the ground) | Hard hats, safety Shoes | Injuries and bruises | | Training, good house keeping | |
| High | Electrical Installations | Overalls, hard hats, safety shoes, gloves etc. | Exposed switches and wires<br>Cables lying in pools of water<br>Un-insulated cables and wires | | Tidy up all wires and cover<br>Suspend all cable above ground<br>Regular inspections and maintenance | |
| Medium | Load & Unload by Hand | Gloves | Back and hand injuries | | Training, clear task communication | |

## EQUIPMENT RISKS

| RATING | TASK/SITUATION | PERSONAL PROTECTIVE EQUIPMENT | RISK TO SAFETY | RISK TO HEALTH | PREVENTATIVE ACTION | RISK TO ENVIRONMENT |
|---|---|---|---|---|---|---|
| Medium | Electric Drill | Overalls, hard hats, safety shoes | Eye injuries, general injuries, electrical shocks | | Training, only competent user, pre-use check, monthly inspections, work piece secure | |
| High | Angle Grinder | Overalls, hard hats, safety shoes, goggles | Electrical shocks, severe injuries | | Training, only competent user, pre-use check, monthly inspections, work piece secure | |
| Medium | Extension Leads | Hard hats, safe shoes, goggles | Electrical shocks, trips and falls | | Training, pre-use inspection, maintain | |
| High | Hand Tools | Overalls, hard hats, safety shoes, goggles, aprons | Cuts, bruises | | Training, use correct tool for the task, sharpen tools, inspections | |
| High | Driving Vehicles | | Accidents<br>Passengers<br>Un roadworthy vehicle<br>Driver<br>Road and weather conditions<br>Other road users | | Licensed drivers only, obey rules<br>Seated not leaning on opening sides<br>Inspections of vehicle Fit to drive, sober Reduce speed, be alert Be aware, be alert | |

## PHYSICAL RISKS

| RATING | TASK/SITUATION | PERSONNEL PROTECTIVE EQUIPMENT | RISK TO SAFETY | RISK TO HEALTH | PREVENTATIVE ACTION | RISK TO ENVIRONMENT |
|---|---|---|---|---|---|---|
| Medium | Noise (General Machinery) | Ear plugs, earmuffs | | Noise induced hearing loss | Training of personnel<br>Designate noise areas | Noise pollution |
| Medium | Vibration (General Machinery) | Ear plugs, earmuffs, gloves | | May result in kidney complications | Training, rest breaks | |
| Medium | Bad Lighting | | Injuries, falls, death | | Adequate lighting<br>Emergency lighting | |
| High | Fire Prevention | Overalls, hard hats, safety shoes, aprons | Combustible refuse: paper & plastics<br>Flammable liquids: petrol, diesel, etc<br>Electrical equipment | | Training, housekeeping, segregated storage of materials | |

## ERGONOMIC RISKS

| RATING | TASK/SITUATION | PERSONAL PROTECTIVE EQUIPMENT | RISK TO SAFETY | RISK TO HEALTH | PREVENTATIVE ACTION | RISK TO ENVIRONMENT |
|---|---|---|---|---|---|---|
| Medium | Visual Workplace | | Falls from heights<br>Materials falling from heights<br>Tripping over materials | | Housekeeping | Noise pollution |
| Medium | Awkward Postures | | Back injuries, etc. | Health complications from unnatural postures | Sufficient access to areas | |
| High | Heavy Manual Lifting | | Back injuries, etc | | Training in SWP's<br>Use of lifting equipment | |

## ANNEXURE E

## ACKNOWLEDGEMENT OF RECEIPT

**CONTRACT NO.: PSJLM-ENG-2026/27 – 10**

**CONSTRUCTION OF MVUME ACCESS ROAD**

I, _____

Representing _____Contractor

have satisfied myself with the content of the Health and Safety Specification and shall ensure that the Contractor and his personnel comply with all obligations / requirements in respect thereof.

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**Signature of Contractor** **Date**

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**Signature of Client/Client's Agent** **Date**

Comments:----------

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## ANNEXURE F

## CONTRACTOR'S MONTHLY INCIDENT / ACCIDENT STATISTICAL REPORT

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|---|---|
| **PROJECT** | **: CONTRACT NO.: PSJLM-ENG-2026/27 – 10**<br>**CONSTRUCTION OF MVUME ACCESS ROAD –**<br>**PORT ST JOHNS LM** |
| **CONTRACTOR** | **: ----------** |

| **MONTH** | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **A) INJURY TYPES** | | | | | | | | | | | | |
| 1. Fatal incidents | | | | | | | | | | | | |
| 2. Disabling Incidents | | | | | | | | | | | | |
| 3. Medical Incidents | | | | | | | | | | | | |
| 4. First Aid Incidents | | | | | | | | | | | | |
| **B) INCIDENT TYPES** | | | | | | | | | | | | |
| 1. Vehicle Incidents | | | | | | | | | | | | |
| 2. Environmental Incidents | | | | | | | | | | | | |
| 3. Damage to Property Incidents | | | | | | | | | | | | |

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|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 4. Public Incidents | | | | | | | | | | | | |
| 5. Electrical Contract Incidents | | | | | | | | | | | | |
| 6. Near-Miss Incidents | | | | | | | | | | | | |

**PORT ST JOHN'S LOCAL MUNICIPALITY**

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**CONSTRUCTION OF MVUME ACCESS ROAD**

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Part C4: Site information

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## C4.1 Site information

A topographical level survey of the site was undertaken, and its information is contained on the Tender Drawings supplied with this document.

The material encountered in the area of the proposed road is dominated by slightly moist, dark-brown, stiff, micro- shattered, silty sand with residual dolerite in other sections.

The above paragraph is only given as a guideline, and prospective Tenderers shall also acquaint themselves with the nature of ground and subsoil conditions.

Tenderers are expected to make their own assessment of the site, site access, geotechnical conditions, services etc. before submitting tenders. No claims for extension of time or additional compensation of any kind will be entertained if it is found (in the opinion of the Engineer) that such claims are the result of a lack of knowledge of the site conditions where such conditions could and would have been reasonably foreseen by a suitably qualified and competent person carrying out an investigation of the site.

**PORT ST JOHN'S LOCAL MUNICIPALITY**

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**CONSTRUCTION OF MVUME ACCESS ROAD**

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## C4.2 Tender Drawings