



MUNICIPAL NOTICE No.: 187 of 2024

TENDER NO: 8/2/RNM0551

MBAYIMBAYI ROAD UPGRADE IN WARD 21

CIDB CLASSIFICATION 7CE OR HIGHER

Name of Tenderer:

**This tender closes at 12h00 on Friday 19 June 2026 at the offices of the Ray Nkonyeni Municipality
located at 10 Connor Street, Port Shepstone**

NO LATE SUBMISSIONS WILL BE CONSIDERED

BID AMOUNT R_____

May 2026

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE RAY NKONYENI MUNICIPALITY					
BID NUMBER:	8/2/RNM0551	CLOSING DATE:	19 June 2026	CLOSING TIME:	12H00
DESCRIPTION	MBAYIMBAYI ROAD UPGRADE IN WARD 21				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX
SITUATED AT (STREET ADDRESS)

10 Connor Street					
Port Shepstone					
4240					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]	
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE		R	
SIGNATURE OF BIDDER	.....	DATE			
CAPACITY UNDER WHICH THIS BID IS SIGNED					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:		
DEPARTMENT	SUPPLYCHAIN MANAGEMENT		CONTACT PERSON	TECHNICAL SERVICES	
CONTACT PERSON	BONGANI MFENQA		TELEPHONE NUMBER	VUSUMUZI DUMA	
TELEPHONE NUMBER	039 312 8304		FACSIMILE NUMBER	039 688 2156	
E-MAIL ADDRESS	bongani.mfenqa@rnm.gov.za		E-MAIL ADDRESS	vusumuzi.duma@rnm.gov.za	

PART B
TERMS AND CONDITIONS FOR BIDDING

1.	BID SUBMISSION:
1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
2.	ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE
3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT. THE BID OFFER MUST BE SIGNED BY A PERSON AUTHORIZED TO SIGN ON BEHALF OF THE BIDDER; A BIDDER WHO SUBMITTED A BID AS A JOINT VENTURE HAS INCLUDED AN ACCEPTABLE JOINT VENTURE AGREEMENT WITH HIS/HER BID; A BIDDER WHO IS A JOINT VENTURE HAS INCLUDED MBD 4, 8 & 9 FOR EACH ENTITY IN THE JOINT VENTURE / CONSORTIUM WITH HIS/HER BID THE BIDDERER OR A COMPETENT AUTHORISED REPRESENTATIVE OF THE CONTRACTOR WHO SUBMITTED THE BID HAS ATTENDED THE COMPULSORY CLARIFICATION MEETING OR SITE INSPECTION;
2.	TAX COMPLIANCE REQUIREMENTS
1.	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
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.
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.
4.	FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.
5.	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
6.	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
7.	WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
8.	QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS
1.	.IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA) <input type="checkbox"/> YES <input type="checkbox"/> NO
2.	DOES THE ENTITY HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.	DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
4.	DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
5.	IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <input type="checkbox"/> YES <input type="checkbox"/> NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.	

**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:.....

Tender

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RAY NKONYENI MUNICIPALITY

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TENDER ADVERTISED	:	Thursday, 14 May 2026
ESTIMATED CIDB CONTRACTOR GRADING	:	7CE OR HIGHER
CLARIFICATION MEETING (compulsory)	:	10H00, Friday 22 May 2026
VENUE FOR CLARIFICATION MEETING	:	1 Protea Road, MARBURG,4240
CLOSING DATE	:	Friday, 19 June 2026
CLOSING TIME	:	12H00
CLOSING VENUE	:	Bid Box situated in Municipal Offices at 10 Connor Street, Port Shepstone
INSTRUCTIONS	:	Fully completed Bid Documents, with one (1) copy of the original document in a sealed envelope clearly marked "Bid name and Bid number" containing the Tender Documents (completed in all respects including C.1.1 Form of Offer) plus any additional supporting documentation, must be deposited into the bid box.

Tender

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Tender

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Part T1: Tendering Procedures

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RAY NKONYENI MUNICIPALITY



NOTICE NO: 187 OF 2024

TENDER NO: 8/2/RNM0551

1. TENDER NOTICE AND INVITATION TO TENDER

Bids are hereby invited to tender for the **MBAYIMBAYI ROAD UPGRADE IN WARD 21** within Ray Nkonyeni Municipality as specified in the under-mentioned bid document. Tenderers who are registered with the Construction Industry Development Board (CIDB) with a classification grading of 7CE or higher, are eligible to submit a tender and will be considered for award.

Bid documents can be downloaded for free from the e-tenders portal <https://www.etenders.gov.za/> or downloaded from Ray Nkonyeni Municipality website <http://www.rnm.gov.za/>, as from **Friday 15 May 2026**.

A compulsory clarification meeting will be held by the Department of Technical Services on the 22 of May 2026 at 10h00. Clarification meeting will be held in the boardroom at No. 1 Protea Road, MARBURG,4240

Fully completed Bid documents, with **one (1) copy** of the original document in a sealed envelope, must be clearly marked with the relevant Bid Number as follows: - **Tender No: 8/2/RNM0551– MBAYIMBAYI ROAD UPGRADE IN WARD 21.**

The completed Bids (**Original and 1 copy**) must be deposited in the bid box, situated in the foyer of the Municipal Offices at 10 Connor Street, Port Shepstone, no later than **Friday 19 June 2026 at 12h00**. After closure, the tender will be opened to the public.

PRE-QUALIFICATION CRITERIA**Stage 1 : Functionality**

Functionality will comprise of the following based on the criteria indicated in the respective tender returnable: Attach all supporting documentation for the following table.

Criterion	Possible Full Points
Company Owner	20
Experience of the Bidder	30
Ownership of Plant and Equipment	10
Qualifications and experience of Site Agent	20
Total Possible Points	80

Bidders must score a minimum of 80%/ 64 points to pass functionality evaluation.

Stage 2: Financial Offer and Preference (Specific Goals)

The 80/20 preference point system shall be applicable during the evaluation and adjudication of this Bid proposal. 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)		Verification Document
Local companies	10	Enterprise Located within the Ray Nkonyeni Local Municipality = 10	Relevant proof of company address
		Enterprise Located within the Ugu District Municipality = 5	
		Enterprise Located within the KZN Province = 1	
		Enterprise Located outside of KZN Province = 0	
An EME or QSE which is at least 100% owned by black people	10	an EME or QSE which is at least 100% owned by black people = 10	CIPC: Shareholders certificate and Sworn Affidavit confirming the status of EME or QSE
		an EME or QSE which is at least 51% - 99 % owned by black people = 6	
		an EME or QSE which is at 25% - 50% owned by black people = 2	
Total Points	20		

Tender

Part T1: Tendering Procedures

Technical enquiries may be addressed to Mr Thuso Hlahatsi of MASUTUTSA Consulting by no later than 15 May 2026 before tender closure on Cell.: 082 831 7195 or Email Address: thuso@msututsaconsulting.co.za

NOTE TO BIDDERS ON PRE- CONDITIONS OF THE BID:

1. The Supply Chain Management Policy of Ray Nkonyeni Municipality will apply. The Council reserves the right not to accept the lowest bid or any bid and reserves the right to accept the whole or part of the bid, or to reject all bids and cancel the notice to tender.
2. Service providers are required to download bid documents before the clarification meeting.
3. Only service providers registered in the Central Supplier Database (CSD) will be considered, attach proof of registration failure to attach will result in your bid not evaluated further.
4. Members or Directors of Companies or Service Providers who are state employees are not allowed to bid or quote.
5. Aggrieved unsuccessful bidders will be allowed to lodge, within fourteen (14) days of the decision or action, a written objection or complaint to the Office of the Municipal Manager through email, mm@rnm.gov.za or fax number 086 529 7195. Complaints or objections received after fourteen (14) days of the date of the notice **will not** be entertained.
6. The original bid document plus ONE **extra** (01) copy must be submitted, failure to submit one copy will result in disqualification.
7. Bids submitted are to be valid for a period of **120 days**.
8. Joint ventures are allowed **only**: If there is a proper Joint Venture Agreement indicating the lead partner with the higher CIDB Grading.
9. Joint Venture partner with the higher grading will have to take full responsibility of the project

NB: FAILURE TO SUBMIT ONE (1) COPY WILL RESULT IN DISQUALIFICATION.

Ray Nkonyeni Municipality

Mr K.J. Zulu

Municipal Manager

10 Connor Street

P O Box 5

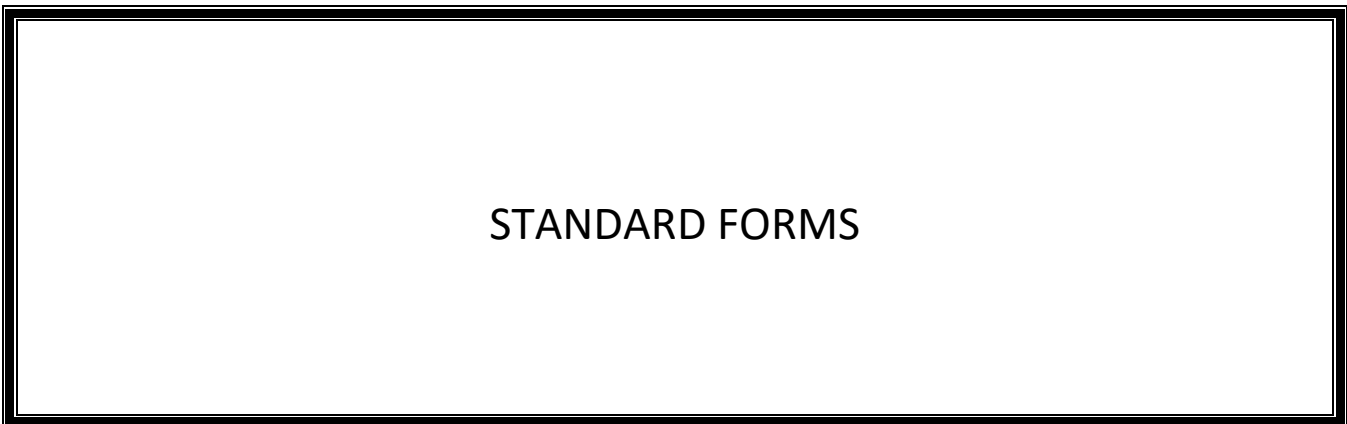
Port Shepstone

4240

**ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS
(NOT TO BE RE-TYPED)**

NB!!!! Please attach copies of the following documents.

- | | |
|--|--------------------------|
| 1. Company registration documents. | <input type="checkbox"/> |
| 2. Certified copy of ID documents of directors/owners/members/
shareholders. | <input type="checkbox"/> |
| 3. Copy of a valid TAX Compliance Certificate
Or Tax Compliance Status PIN Sheet. | <input type="checkbox"/> |
| 4. Declarations (MBD 4,5, 6.1, 8 & 9). | <input type="checkbox"/> |
| 5. Joint Venture Agreements | <input type="checkbox"/> |



THIS BID IS SUBJECT TO THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT. THIS BID WILL BE EVALUATED AND ADJUDICATED ACCORDING TO THE FOLLOWING CRITERIA:

1. Relevant specifications
2. Value for money
3. Capability to execute the contract
4. PPPFA & associated regulations

NB: NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE

RAY NKONYENI MUNICIPALITY**NOTICE NO: 0187 OF 2024****TENDER NO: 8/2/RNM0551****1. TENDER DATA****1. Standard Conditions of Tender**

The conditions of tender are the Standard Conditions of Tender as contained in of Board Notice 136 of 2016 in Government Gazette No 38960 of 10 July 2016, Construction Industry Development Board (CIDB) Standard for Uniformity in Construction Procurement. (see www.cidb.org.za). Annexure F and Table G1 of that notice are reproduced without amendment or alteration for the convenience of tenderers in the following pages:

Standard Conditions of Tender

- Note:*
- 1 These Standard Conditions of Tender are identical to that contained in Annex F of SANS 294: 2004, Construction Procurement Processes, Procedures and Methods.*
 - 2 Annex E of SANS 294, Construction Procurement Processes, Procedures and Methods, and SAICE's Practice Manual #1, The use of South African National Standards in Construction Procurement, provides guidance on referencing these Standard Conditions of Tender in procurement documents.*

1. General**1. Actions**

- 1. The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in 4 and 5, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.*
- 2. The employer and the tenderer and all their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderers shall*

declare any potential conflict of interest in their tender submissions. Employees, agents and advisors of the employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict, and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.

Note:

- 1. A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.*
 - 2. Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.*
- 1. The employer shall not seek and a tenderer shall not submit a tender without having a firm intention and the capacity to proceed with the contract.*
 - 2. Tender Documents*

The documents issued by the employer for the purpose of a tender offer are listed in the tender data.
 - 3. Interpretation*
 - 1. The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.*
 - 2. These conditions of tender, the tender data and tender schedules which are only required for tender evaluation purposes, shall not form part of any contract arising from the invitation to tender.*
 - 3. For the purposes of these conditions of tender, the following definitions apply:*

-
1. **conflict of interest** means any situation in which :
 1. someone in a position of trust has competing professional or personal interests which make it difficult to fulfil his or her duties impartially;
 2. an individual or organisation is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
 3. incompatibility or contradictory interests exist between an employee and the organisation which employs that employee.

 1. **comparative offer** means the tenderer's financial offer after all tendered parameters that will affect the value of the financial offer have been taken into consideration in order to enable comparisons to be made between offers on a comparative basis

 2. **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process; and

 3. **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels

 4. **organization** means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body

 5. **quality (functionality)** means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs.

 6. **Communication and Employer's Agent**

Each communication between the employer and a tenderer shall be to or from the employer's agent only, and in a form that can be readily read, copied and recorded. Communications shall be in the English language. The employer shall not take any responsibility for non-receipt of communications from or by a tenderer. The name and contact details of the employer's agent are stated in the tender data.

7. *The Employer's Right to Accept or Reject Any Tender Offer*

1. *The employer may accept or reject any variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of a contract. The employer shall not accept or incur any liability to a tenderer for such cancellation and rejection, but will give written reasons for such action upon written request to do so.*
2. *The employer may not subsequent to the cancellation or abandonment of a tender process or the rejection of all responsive tender offers re-issue a tender covering substantially the same scope of work within a period of six months unless only one tender was received and such tender was returned unopened to the tenderer.*

8. *Procurement Procedures*

1. General

Unless otherwise stated in the tender data, a contract will, subject to 3.3, be concluded with the tenderer who in terms of 2.2 is the highest ranked or the tenderer scoring the highest number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders.

2. Competitive Negotiation Procedure

1. *Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of 3.3, the employer shall announce only the names of the tenderers who make a submission. The requirements of 3.7 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.*
2. *All responsive tenderers, or not less than three responsive tenderers that are highest ranked in terms of the evaluation method and evaluation criteria stated in the tender data, shall be invited in each round to enter into competitive negotiations, based on the principle of equal treatment and keeping confidential the proposed solutions and associated information. Notwithstanding the provisions of 4.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided*

that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

3. *At the conclusion of each round of negotiations, tenderers shall be invited by the employer to make a fresh tender offer, based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.*
4. *The contract shall be awarded in accordance with the provisions of 2.2 and 3.3 after tenderers have been requested to submit their best and final offer.*

3. Proposal Procedure Using The Two-Stage System

1. Option 1

Tenderers shall in the first stage submit technical proposals and, if required, cost parameters around which a contract may be negotiated. The employer shall evaluate each responsive submission in terms of the method of evaluation stated in the tender data, and in the second stage negotiate a contract with the tenderer scoring the highest number of evaluation points and award the contract in terms of these conditions of tender.

2. Option 2

1. *Tenderers shall submit in the first stage only technical proposals. The employer shall invite all responsive tenderers to submit tender offers in the second stage, following the issuing of procurement documents.*
2. *The employer shall evaluate tenders received during the second stage in terms of the method of evaluation stated in the tender data, and award the contract in terms of these conditions of tender.*

4. *Tenderer's obligations*

1. *Eligibility*

1. *Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with the employer.*

2. *Notify the employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the employer's written approval to do so prior to the closing time for tenders.*

2. *Cost of Tendering*

Accept that, unless otherwise stated in the tender data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.

3. *Check Documents*

Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.

4. *Confidentiality and Copyright of Documents*

Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.

5. *Reference Documents*

Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.

6. *Acknowledge Addenda*

Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.

7. *Clarification Meeting*

Attend, where required, a clarification meeting at which tenderers may familiarise themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting(s) are stated in the tender data.

8. *Seek Clarification*

Request clarification of the tender documents, if necessary, by notifying the employer at least five working days before the closing time stated in the tender data.

9. *Insurance*

Be aware that the extent of insurance to be provided by the employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the Contract Data. The tenderer is advised to seek qualified advice regarding insurance.

10. *Pricing the Tender Offer*

1. *Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable before the closing time stated in the tender data.*
2. *Show VAT payable by the employer separately as an addition to the tendered total of the prices.*
3. *Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the Contract Data.*
4. *State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the Contract Data may provide for part payment in other currencies.*

11. *Alterations to Documents*

Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations. Erasures and the use of masking fluid are prohibited.

12. *Alternative Tender Offers*

1. *Unless otherwise stated in the tender data, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.*
2. *Accept that an alternative tender offer may be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.*

13. *Submitting a Tender Offer*

1. *Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works, services or supply identified in the Contract Data and described in the Scope of Works, unless stated otherwise in the tender data.*
2. *Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.*
3. *Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.*
4. *Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.*

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5. *Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.*

 6. *Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.*

 7. *Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.*

 8. *Accept that the employer shall not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.*

 9. *Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.*

14. *Information and Data to be Completed in all Respects*

Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as non-responsive.

15. *Closing Time*

1. *Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery.*

2. *Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.*

16. *Tender Offer Validity*

-
1. *Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.*
 2. *If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period, with or without any conditions attached to such extension.*
 3. *Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted.*
 4. *Where a tender submission is to be substituted, submit a substitute tender in accordance with the requirements of 4.13 with the packages clearly marked as "SUBSTITUTE".*

17. *Clarification of Tender Offer after Submission*

Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.

Note: Sub-clause 4.17 does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the Employer elect to do so.

18. *Provide other Material*

1. *Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarised joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.*
2. *Dispose of samples of materials provided for evaluation by the employer, where required.*

19. *Inspections, Tests and Analysis*

Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender data.

20. *Submit Securities, Bonds, Policies, etc.*

If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the Contract Data.

21. *Check Final Draft*

Check the final draft of the contract provided by the employer within the time available for the employer to issue the contract.

22. *Return of Other Tender Documents*

If so instructed by the employer, return all retained tender documents within 28 days after the expiry of the validity period stated in the tender data.

23. *Certificates*

Include in the tender submission or provide the employer with any certificates as stated in the tender data.

5. *The Employer's undertakings*

1. *Respond to Requests from the Tenderer*

1. *Unless otherwise stated in the Tender Data, respond to a request for clarification received up to five working days before the tender closing time stated in the Tender Data and notify all tenderers who drew procurement documents.*
2. *Consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to pre-qualify a tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence:*

-
1. *an individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements;*
 2. *the new partners to a joint venture were not pre-qualified in the first instance, either as individual firms or as another joint venture; or*
 3. *in the opinion of the Employer, acceptance or the material change would compromise the outcome of the prequalification process.*

1. *Issue Addenda*

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until three days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who drew documents.

2. *Return Late Tender Offers*

Return tender offers received after the closing time stated in the Tender Data, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the tenderer concerned.

3. *Opening of Tender Submissions*

1. *Unless the two-envelope system is to be followed, open valid tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.*
2. *Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices, preferences claimed and time for completion for the main tender offer only.*
3. *Make available the record outlined in 3.3.2 to all interested persons upon request.*

4. *Two-envelope system*

-
1. *Where stated in the tender data that a two-envelope system is to be followed, open only the technical proposal of valid tenders in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data and announce the name of each tenderer whose technical proposal is opened.*

 2. *Evaluate the quality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the quality evaluation more than the minimum number of points for quality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any preferences claimed. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for quality.*

 5. *Non-disclosure*

Not disclose to tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.

 6. *Grounds for Rejection and Disqualification*

Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.

 7. *Test for Responsiveness*
 1. *Determine, after opening and before detailed evaluation, whether each tender offer properly received:*
 1. *complies with the requirements of these Conditions of Tender,*
 2. *has been properly and fully completed and signed, and*
 3. *is responsive to the other requirements of the tender documents.*

 1. *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:*

-
1. *detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,*
 2. *significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or*
 3. *affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.*

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.

1. *Arithmetical Errors, Omissions and Discrepancies*

1. *Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.*
2. *Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with 2.2 for:*
 1. *the gross misplacement of the decimal point in any unit rate;*
 2. *omissions made in completing the pricing schedule or bills of quantities; or*
 3. *arithmetic errors in:*
 1. *line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or*
 2. *the summation of the prices.*
1. *Notify the tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender offer as tendered or accept the corrected total of prices.*
2. *Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:*
 1. *If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the*

decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.

2. *Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.*

1. **Clarification of a Tender Offer**

Obtain clarification from a tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer.

2. **Evaluation of Tender Offers**

1. **General**

Appoint an evaluation panel of not less than three persons. Reduce each responsive tender offer to a comparative offer and evaluate them using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.

2. **Method 1: Financial Offer**

In the case of a financial offer:

1. *Rank tender offers from the most favourable to the least favourable comparative offer.*
2. *Recommend the highest ranked tenderer for the award of the contract, unless there are compelling and justifiable reasons not to do so.*
3. *Re-rank all tenderers should there be compelling and justifiable reasons not to recommend the highest ranked tenderer and recommend the highest ranked tenderer, unless there are compelling and justifiable reasons not to do so and the process set out in this sub clause is repeated.*

1. **Method 2: Financial Offer and Preference**

In the case of a financial offer and preferences:

1. *Score each tender in respect of the financial offer made and preferences claimed, if any, in accordance with the provisions of 6.2 and 3.1.*

2. Calculate the total number of tender evaluation points (T_{EV}) in accordance with the following formula:

$$T_{EV} = N_{FO} + N_P$$

where:

1. N_{FO} is the number of tender evaluation points awarded for the financial offer made in accordance with 6.2
 2. N_P is the number of tender evaluation points awarded for preferences claimed in accordance with 3.1
3. Rank tender offers from the highest number of tender evaluation points to the lowest.
 4. Recommend the tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
 5. Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points, and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this sub clause is repeated.

1. **Method 3: Financial Offer and Quality**

In the case of a financial offer and quality:

1. Score each tender in respect of the financial offer made and the quality offered in accordance with the provisions of 6.2 and 3.1 rejecting all tender offers that fail to score the minimum number of points for quality stated in the tender data, if any.
2. Calculate the total number of tender evaluation points (T_{EV}) in accordance with the following formula:

$$T_{EV} = N_{FO} + N_Q$$

where:

1. N_{FO} is the number of tender evaluation points awarded for the financial offer made in accordance with 6.2
 2. N_Q is the number of tender evaluation points awarded for quality offered in accordance with and 3.1
3. Rank tender offers from the highest number of tender evaluation points to the lowest.

-
4. *Recommend tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.*
 5. *Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points, and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so, and the process set out in this sub clause is repeated.*

1. Method 4: Financial Offer, Quality and Preferences

In the case of a financial offer, quality and preferences:

1. *Score each tender in respect of the financial offer made, preference claimed, if any, and the quality offered in accordance with the provisions of 6.2 to F.3.11.8, rejecting all tender offers that fail to score the minimum number of points for quality stated in the tender data, if any.*
2. *Calculate the total number of tender evaluation points (T_{EV}) in accordance with the following formula, unless otherwise stated in the Tender Data:*

$$T_{EV} = N_{FO} + N_P + N_Q$$

where:

1. *N_{FO} is the number of tender evaluation points awarded for the financial offer made in accordance with 6.2*
2. *N_P is the number of tender evaluation points awarded for preferences claimed in accordance with 3.1.*
3. *N_Q is the number of tender evaluation points awarded for quality offered in accordance with F.3.11.8.*
4. *Rank tender offers from the highest number of tender evaluation points to the lowest.*
5. *Recommend the tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.*
6. *Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this sub clause is repeated.*

1. Decimal Places

Score financial offers, preferences and quality, as relevant, to two decimal places.

2. Scoring Financial Offers

Score the financial offers of remaining responsive tender offers using the following formula:

$$N_{FO} = W_1 \times A$$

where:

1. N_{FO} is the number of tender evaluation points awarded for the financial offer.
2. W_1 is the maximum possible number of tender evaluation points awarded for the financial offer as stated in the Tender Data.
3. A is a number calculated using the formula and option described in Table F.1 as stated in the Tender Data.

Table F.1: Formulae for calculating the value of A

Formula	Comparison aimed at achieving	Option 1 ^a	Option 2 ^a
1	Highest price or discount	$A =$	$A = P/P_m$
2	Lowest price or percentage commission / fee	$A =$	$A = P_m/P$
^a P_m is the comparative offer of the most favourable comparative offer P is the comparative offer of the tender offer under consideration			

1. Scoring Preferences

Confirm that tenderers are eligible for the preferences claimed in accordance with the provisions of the tender data and reject all claims for preferences where tenderers are not eligible for such preferences.

Calculate the total number of tender evaluation points for preferences claimed in accordance with the provisions of the tender data.

2. Insurance Provided by the Employer

If requested by the proposed successful tenderer, submit for the tenderer's information the policies and / or certificates of insurance which the conditions of contract identified in the Contract Data, require the employer to provide.

3. Acceptance of Tender Offer

Accept the tender offer, if in the opinion of the employer, it does not present any unacceptable commercial risk and only if the tenderer:

-
1. *is not under restrictions, or has principals who are under restrictions, preventing participation in the employer's procurement,*
 2. *can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,*
 3. *has the legal capacity to enter into the contract,*
 4. *is not 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 any of the foregoing,*
 5. *complies with the legal requirements, if any, stated in the tender data, and*
 6. *is able, in the opinion of the employer, to perform the contract free of conflicts of interest.*

1. *Prepare Contract Documents*

1. *If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of:*

1. *addenda issued during the tender period,*
2. *inclusion of some of the returnable documents, and*
3. *other revisions agreed between the employer and the successful tenderer.*

1. *Complete the Schedule of Deviations attached to the Form of Offer and Acceptance, if any.*

2. *Complete Adjudicator's Contract*

Unless alternative arrangements have been agreed or otherwise provided for in the contract, arrange for both parties to complete formalities for appointing the selected adjudicator at the same time as the main contract is signed.

3. *Notice to Unsuccessful Tenderers*

1. *Notify the successful tenderer of the employer's acceptance of his tender offer by completing and returning one copy of the Form of Offer and Acceptance before the expiry of the validity period stated in the Tender Data, or agreed additional period.*

2. *After the successful tenderer has been notified of the employer's acceptance of the tender, notify other tenderers that their tender offers have not been accepted.*

4. *Provide Copies of the Contracts*

Provide to the successful tenderer the number of copies stated in the Tender Data of the signed copy of the contract as soon as possible after completion and signing of the Form of Offer and Acceptance.

5. *Provide Written Reasons for Actions Taken*

Provide upon request written reasons to tenderers for any action that is taken in applying these conditions of tender, but withhold information which is not in the public interest to be divulged, which is considered to prejudice the legitimate commercial interests of tenderers or might prejudice fair competition between tenderers.

Alpha-numeric associated with the Contractor Grading Designations

TABLE G1: CONTRACTOR GRADING DESIGNATIONS AND ASSOCIATED PARAMETERS

Contractor Grading Designation	Tender Value Range designation	Maximum Value of Contract that a Contractor is considered capable of performing (R)
1 (class of construction works)	1	200 000
2 (class of construction works)	2	650 000
3 (class of construction works)	3	2 000 000
4 (class of construction works)	4	4 000 000
5 (class of construction works)	5	6 500 000
6 (class of construction works)	6	13 000 000
7 (class of construction works)	7	40 000 000
8 (class of construction works)	8	130 000 000
9 (class of construction works)	9	No limit

TABLE G2: CLASSES OF CONSTRUCTION WORK, sets out detailed description of the various Designations (types) of construction work.

1. Variations to the Standard Conditions of Tender

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

The following variations, amendments and additions to the Standard Conditions of Tender shall apply to this tender.

Clause No. Variation, Amendment or Addition

1 General

1.1 Actions

Add the following:

The Employer is **RAY NKONYENI MUNICIPALITY**,

2.2 Tender Documents

Add the following:

The following documents form part of this tender and not issued to Tenderer's, but available from the issuing bodies as applicable:

1. CIDB, "The Standard for Uniformity in Construction Procurement Annex F, Standard Conditions of Tender", Board Notice 136 of 2016 of Government Gazette 38960 of 10 July 2016.
2. GCC 2015 "General Conditions of Contract for Construction Works", Third Edition 2015 published by the South African Institute of Civil Engineering (SAICE)
3. Standards South Africa's Standardized Specifications for Civil Employer's Agenting Construction SANS 1200
4. The Occupational Health and Safety Act No 85 and Amendment Act No 181 of 1993, and the Construction Regulations (2014).
5. SANS 1921 (2004) Construction and Management Requirements for Works Contracts: Part 6.
6. SANS 1914 (2002): Targeted Construction Procurement: Parts 1 – 6.
7. The Preferential Procurement Regulations of 2022,

The tender documents issued by the Employer comprise:

VOLUME 1: The Tender Document (this document), in which is bound:

The Tender

Part T1: Tendering Procedures

1 Tender Notice And Invitation To Tender

4.1 Tender Data

Part T2: Returnable Documents

3.1 List Of Returnable Documents

3.2 Returnable Schedules

The Contract

Part C1: Agreements and Contract Data

1 Form of Offer and Acceptance

5 Contract Data

7 Performance Guarantee

15 Occupational Health And Safety Agreement

Part C2: Pricing Data 1 Pricing Instructions

14 Bill Of Quantities

VOLUME 2: Drawings

Volume 1 is deemed the "Returnable Documents" which must be returned to the Employer in terms of submitting a tender offer.

3.6 Communication and Employer's Agent

Add the following:

Attention is drawn to the fact that verbal information, given by the Employer's Agent during site visits/clarification meetings or at any other time prior to the award of the Contract, will not be regarded as binding on the Employer. Only information issued formally by the Employer in writing to tenderers will be regarded as amending the Tender Documents.

The Employer's Agent is:

Name : **MASUTUTSA CONSULTING**
Address : 535 Dwyka Street Erasmuskloof , 0181
Telephone No. : 012 433 6492
Fax No. : 012 433 6301
Email : admin@masututsaconsulting.co.za
Contact Person : Diogo Borges

4 Tenderer's obligations

4.1 Eligibility

Add the following after 4.1.2:

Only those tenderers who satisfy the following criteria are eligible to submit tenders:

2. Construction Industry Development Board (CIDB) Registration

Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations, for a **7CE or higher** class of construction work, are eligible to have their tenders evaluated.

3. National Treasury Central Supplier Database Registration

Only Tenderers who are eligible to be registered on the National Treasury Central Supplier (CSD) Database and have provided proof of their registration will be eligible to submit a tender offer. Proof of registration must be in the form of the Tenderers CSD registration number. Tenderers who are not registered are not precluded from submitting bids, but must be registered prior to Contract Award.

In the case of Joint Venture partnerships this requirement will apply individually to each party to the Joint Venture.

Tenderers who wish to register as service providers on the CSD can register online at <https://secure.csd.gov.za/Account/Register>.

4.7 Clarification Meeting

Add the following:

A compulsory clarification meeting will be held by the Department of Technical Services at No. 1 Protea Road, MARBURG,4240

Date : 22 May 2026

Time : 10h00

Tenderers should be represented at the clarification meeting by a person who is suitably qualified and experienced to comprehend the implications of the work involved.

The briefing will be virtual there will be no site visits, however location will be shared for bidders to view the site.

F2.10.3 This tender is **NOT** subject to contract price adjustments.

4.12 Alternative Tender Offers

*Delete the contents of **Clause F.2.12** and replace with the following:*

Alternative tender do not apply

4.13 Submitting a Tender Offer

1. *Add the following at the end of 4.13.3:*

Parts of each tender offer communicated on paper shall be submitted as an **original, plus one (1) copy**.

2. *Add the following after the first sentence of 4.13.4:*

The tender shall be signed by a person duly authorised to do so. Tenders submitted by joint ventures of two or more firms shall be accompanied by the document of formation of the joint venture, authenticated by a notary public or other official deputed to witness sworn statements, in which is defined precisely the conditions under which the joint venture will function, its period of duration, the persons authorised to represent and obligate it, the participation of the several firms forming the joint venture, and any other information necessary to permit a full appraisal of its functioning.

3. *Add the following after the first sentence of 4.13.5:*

The employer's address for delivery of tender offers and identification details to be shown on each tender offer package are:

Location of tender box : **Foyer of Ray Nkonyeni Local Municipality Offices**

Physical address : **10 Connor Street, Port Shepstone**

Identification details : **Tender Number - 8/2/RNM0551**

Notice No 187 of 2026

Sealed tenders with the Tenderer's name and address and the endorsement "**TENDER NO 8/2/RNM0551 for Notice No 187 OF 2026 - MBAYIMBAYI ROAD UPGRADE IN WARD 21**" on the envelope, must be placed in the appropriate official tender box at the abovementioned address.

4.15 Closing Time

4.15.1 *Add the following:*

The closing time for submission of tender offers is **19 June 2026 at 12h00**, as stated in the Tender Notice and Invitation to Tender. Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.

4.16 Tender Offer Validity**4.16.1** *Add the following:*

The tender offer validity period is **120 days**.

4.17 Clarification of Tender Offer after Submission

Add the following:

A tender may be rejected as non-responsive if the tenderer fails to provide any clarification requested by the employer, or confirmation of registration with CIDB within the time for submission stated in the employer's written request for such clarification or confirmation. A tender may be rejected if the unit rates or lump sums for some of the items in the bills/schedules of quantities are, in the opinion of the Employer, unreasonable or out of proportion, and the tenderer fails, within the time stated in writing by the Employer to justify any specific rates or lump sums (i.e. to provide a financial breakdown of how such rates or sums were obtained) or to adjust the unit rates or lump sums for such items while retaining the total of the prices unchanged.

4.23 Certificates

Add the following:

The tenderer is required to submit the following certificates with the tender:

1. Certificate of Contractor Registration (CIDB)

Either certified copy of the Certificate of Contractor Registration issued by the Construction Industry Development Board or of the Application Form for registration in terms of the Construction Industry Development Board Act (Form F006).

Where a tenderer satisfies CIDB contractor grading designation requirements through joint venture formation, such tenderers must submit the Certificates of Contractor Registration in respect of each partner.

2. Tax compliance pin

Tenderers shall be registered and in good standing with the South African Revenue Services (SARS) and shall submit/append documentary evidence/proof in the form of an original or certified copy of valid Tax compliance pin issued by SARS. Failure to provide a valid Tax compliance pin will result in the tender being rejected.

Each party to a Consortium/Joint Venture shall submit a separate Tax compliance pin.

3. Company Registration

Certified Copies of company registration documents.

Each party to a Consortium/Joint Venture shall submit separate company registration documents.

4. Ownership

Proof of Preference Points Claimed

Each party to a Consortium/Joint Venture shall submit separate certified copies in the above regard.

5 *The Employer's Undertakings*

5.1 *Respond to Requests from the Tenderer*

5.1.1 Respond to a request for clarification received up to five (5) working days before the tender closing time stated in the Tender Data and notify all tenderers who drew procurement documents.

3.3 **Opening of Tender Submissions**

3.3.1 *Add the following:*

The time and location for opening of the tender offers is:

Time : **12H00, Friday 19 June 2026**

Location : **Tender Box, Foyer of Ray Nkonyeni Local Municipality Offices, 10 Connor Street, Port Shepstone**

Tenders will be opened immediately after the closing time for tenders at **12H00**.

3.7 Test for Responsiveness

Add the following after 3.1:

Tenders will be considered non-responsive if:

the tenderer has not completed and/or signed the Offer portion of 1 Form of Offer and Acceptance.

the tenderer does not comply with the Contractor's CIDB grading designation specified in 4.1.1 above.

The tenderer has failed to clarify or submit any supporting documentation within the time for submission stated in the employer's written request.

2.2 Evaluation of Tender Offers

2.2.1 General

Add the following:

The procedure for evaluation of responsive Bid Offers will be **METHOD 4: (Financial Offer, preference and quality (functionality))** with 80/20 Preference Points System. Score quality, rejecting all Bid Offers that fail to score the minimum number of points for quality stated in the Bid Data. The total score awarded will be the addition of the two scores for price and preference.

The following formula will be used in Calculation of Percentage for Functionality

$$PS = \frac{(So \times Ap)}{Ms}$$

Ms

Where:

1. *Ps = percentage scored for functionality by Bid/proposal under consideration*
2. *So = total score of bid/proposal under consideration*
3. *Ms = Maximum possible score*
4. *Ap = percentage allocated for functionality*

1 Method 2: Financial Offer and Preference

Method 4, only, shall apply.

6.2 Scoring Financial Offers

Add the following:

Score the financial offers of remaining responsive tender offers using the following formula:

$$Nf = W1 \times [1 - (P - Pm) / Pm]$$

Where:

1. *W1 = 80 for financial values up to R 50, 000, 000.00 (inclusive of VAT) of all responsive tenders received;*
2. *Pm = the value of the comparative offer of the most favourable tender;*
3. *P = the value of the comparative offer under consideration;*

F.3.11.8. Scoring Preferences

Up to **20 points** (for financial values up to R 50, 000, 000.00), will be awarded to bidders who complete the preference schedule and who are found to be eligible for the preference claimed.

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

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.

The maximum points for this tender are allocated as follows:

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

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.

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.

F.3.11.9. Scoring Quality

Tenderers are to submit information in respect of the following criteria upon which they will be scored for Quality. Failure to submit the relevant information will/or may result in zero scores.

The quality will comprise scores for the following based on criteria indicated in the respective tender returnable:

1. A maximum of **20 points** will be awarded for relevant qualifications and demonstrated experience of the proposed Company Owner.
2. A maximum of **20 points** will be awarded for relevant qualifications and demonstrated experience of the proposed Site Agent.
3. A maximum of **30 points** will be awarded for demonstrated experience with respect to undertaking construction of blacktop roads to a value above R10 million
4. A maximum of **10 points** will be awarded for ownership of construction plant and equipment.

Score quality, rejecting all tender offers that fail to score the minimum number of **80% (64 out of 80)** of the points for quality stated in the tender data. Point system for functionality will be as per the table below:

DETAILED BREAKDOWN OF QUALITY POINTS

Details	Score	Max. Points
Criteria 1: Applicant's Expertise		
1.1 Company Owner (CO) personnel with at least a minimum qualification of a National Diploma (NQF6) or equivalent in Civil Engineering or built environment		20
If CO has NQF level 6 (National Diploma) or Higher with 10 years' or more experience in construction of blacktop road projects	20	
If CO has NQF level 6 (National Diploma) or Higher with 5 to 9 years' experience in construction of blacktop road projects	10	
If CO has NQF level 6 (National Diploma) or Higher with 1 to 4 years' experience in construction of blacktop road projects	5	
If CO does NOT have NQF level 6 (National Diploma) or Higher or does NOT have experience in construction of similar projects regardless of other experience or No response	0	
Note: Verification method will be based on attached CV with Certified Copy of Qualification, with traceable reference. Qualifications obtained from outside South Africa to be accompanied by SAQA certification.		
1.2 Site Agent (SA) personnel with at least a minimum experience in Civil Engineering Project		20
If SA has 10 years' or more experience in the construction of blacktop road projects	20	
If SA has 5-9 years' experience in the construction of blacktop road projects	10	
If SA has 1-4 years' experience in construction of blacktop road projects	5	
If SA has NO Experience in the construction of blacktop road projects in last 3 years, regardless of other experience and NO response	0	
Note: Verification method will be based on attached CV With Certified traceable References		
Criteria 2: Relevant Experience - The company has successfully completed projects of construction of blacktop roads projects in past five years.		
5 or more projects in road construction of blacktop roads projects.	30	
4 Projects in road construction of a blacktop road project.	24	
3 Projects in road construction of a blacktop road project.	18	
2 Projects in road construction of a blacktop road project.	12	
1 Projects in road construction of a blacktop road project	6	

Details	Score	Max. Points
0 or No Projects in road construction of blacktop road project	0	30
Note: Verification method will be based on attached Appointment letters and Completion Certificates for the same projects		
Criteria 3: Construction Plant - Ownership of construction plant and equipment (Tipper Trucks, Water tankers, Graders, Rollers etc.)		
Excavator	3	10
Grader	3	
Tipper Truck	3	
Water Tanker	1	
No response	0	
Note: Verification method will be based on attached Finance Asset Register/Proof of Purchase (Excavator). Natis Documents for TLB, Water Tanker and Tipper Trucks. NB: Hired Plant will not be awarded points		
TOTAL EVALUATION POINTS SCORE FOR QUALITY		80

3.3 Acceptance of Tender Offer

1. Add the following:

Tender offers will only be accepted if:

1. the tenderer has in his or her possession an original valid Tax compliance pin issued by the South African Revenue Services or has made arrangements to meet outstanding tax obligations;
2. the tenderer is registered with the CIDB with an appropriate category of registration; by the tender closing date
3. the tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;
4. the tenderer has not:
 1. abused the Employer's Supply Chain Management System; or
 2. failed to pay municipal rates and taxes or service charges and such rates, taxes and charges are in arrears for more than three months;
 3. failed to perform on any previous contract and has been given a written notice to this effect;

-
4. the tenderer has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process.
 5. the tenderer is not in arrears for more than 3 months with the municipal rates and taxes and municipal services charges;

3.4 Provide Copies of the Contracts

Add the following:

The number of paper copies of the signed contract to be provided by the employer is one (1) original plus one (1) original duplicate.

1. Additional Conditions of Tender

The additional conditions of tender are:

1. **Compliance with Occupational Health and Safety Act 1993 and Construction Regulations (as amended 2014)**

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

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

The Contractor shall prepare and maintain a Health and Safety File in respect of the project, which shall be available for inspection on Site at all times and handed over to the Employer on Final Completion of the project.

The Contractor is required to submit to the Employer the Occupational Health and Safety Agreement (included in 15 of the Contract Document) and a letter of good standing from the Compensation Commissioner, or a licensed compensation insurer, within 14 days after the Commencement Date of the contract.

2. **Eligibility with Respect to Expanded Public Works Programme**

This Contract does not qualify for consideration as an Expanded Public Works Programme project.

3. **Claims Arising after Submission of Tender**

No claim for any extras arising out of any doubt or obscurity as to the true intent and meaning of anything shown on the Contract Drawings or contained in the Conditions of Contract, Scope

of Work and Pricing Data, will be admitted by the Employer/Employer's Agent after the submission of any tender and the Tenderer shall be deemed to have:

1. Inspected the Contract Drawings and read and fully understood the Conditions of Contract.
2. Read and fully understood the whole text of the Scope of Work and Pricing Data and thoroughly acquainted himself with the nature of the works proposed and generally of all matters which may influence the Contract.
3. Visited the site of the proposed works, carefully examined existing conditions, the means of access to the site, the conditions under which the work is to be done, and acquainted himself with any limitations or restrictions that may be imposed by the Municipal or other Authorities in regard to access and transport of materials and plant to and from the site and made the necessary provisions for any additional costs involved thereby.
4. Requested the Employer or his duly authorised agent to make clear the actual requirements of anything shown on the Contract Drawings or anything contained in the Scope of Work and Pricing Data, the exact meaning or interpretation of which is not clearly intelligible to the Tenderer.

Before submission of any tender, the Tenderer should check the number of pages, and if any are found to be missing or duplicated, or the figures or writing indistinct, or if the Pricing Data contain any obvious errors, the tenderer must apply to the Employer/Employer's Agent at once to have the same rectified, as no liability will be admitted by the Employer/Employer's Agent in respect of errors in any tender due to the foregoing.

1. Imbalance in Tendered Rates

In the event of tendered rates or lump sums being declared by the Employer to be unacceptable to it because they are either excessively low or high or not in proper balance with other rates or lump sums, the Tenderer may be required to produce evidence and advance arguments in support of the tendered rates or lump sums objected to. If, after submission of such evidence and any further evidence requested, the Employer is still not satisfied with the tendered rates or lump sums objected to, it may request the tenderer to amend these rates and lump sums along the lines indicated by it.

The Tenderer will then have the option to alter and/or amend the rates and lump sums objected to and such other related amounts as are agreed on by the Employer, but this shall be done without altering the Contract Price.

Should the Tenderer fail to amend the Tender in a manner acceptable to the Employer, the Employer may reject the Tender.

2. Community Liaison Officer

Democratically elected village members who in turn have representation on the overall Project Steering Committee (PSC) represents the residents being served by the project. The Contractor will be required to liaise through the CLO for any matters to do with the community.

3. Labour Intensive Construction/Use of Local Labour

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

1. Packing of gabion stone for gabion walls and mattresses
2. Construction of concrete lined drains
3. Construction of masonry storm water inlet and outlet structures
4. Traffic accommodation
5. Installation of road signs
6. Installation of guardrails
7. General cleaning.

The latest gazetted government labour rate for the Construction industry or the Municipality stipulated rate will to be used in the contract for remuneration of local labour. Currently the Municipality stipulated rates as follows:

- | | | |
|----|------------------|--------------------------------------|
| 8. | Unskilled Labour | : R196.00 per day or R24.50 per hour |
| 9. | Skilled Labour | : R262.48 per day or R32.81 per hour |

The Contractor shall be required to fill in all posts for unskilled labourers, from the Ray Nkonyeni and Ugu District Jurisdiction respectively. The target beneficiaries are, but not limited to:

10. Unemployed people, of whom, in aggregate, at least 54% women, and 4% should be people with disabilities
11. People who have recently been the victims of natural or social disasters
12. Retrenched workers
13. Young people

1. Invalid Tenders

Tenders shall be considered invalid and shall be endorsed and recorded as such in the tender opening record, by the responsible official who opened the tender, in the following circumstances:

1. if the tender offer is not submitted on the Form of Offer and Acceptance bound into this tender document (form 1 Form of Offer and Acceptance);
2. if the tender is not completed in non-erasable ink;
3. if the offer has not been signed;
4. if the offer is signed, but the name of the tenderer is not stated or is indecipherable;

1. Negotiations with Preferred Tenderers

The Employer may negotiate the final terms of a contract with tenderers identified through a competitive tendering process as preferred tenderers provided that such negotiation:

1. does not allow any preferred tenderer a second or unfair opportunity;
2. is not to the detriment of any other tenderer; and
3. does not lead to a higher price than the tender as submitted.

Minutes of any such negotiations shall be kept for record purposes.

T.1.2.3.3 Subcontracting

The successful bidder may be expected to subcontract some of the works to local sub-contractors as per Ray Nkonyeni Municipality SCM policy.

Part T2: Returnable Documents

Returnable Documents

Part T2: Returnable Documents

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**Part T2: Returnable Documents
DOCUMENTS**

**LIST OF RETURNABLE
DOCUMENTS**

RAY NKONYENI MUNICIPALITY

NOTICE NO: 187 OF 2024

TENDER NO: 8/2/RNM0551

1. LIST OF RETURNABLE DOCUMENTS

The tenderer must complete and return documents A1 to A23; B1 to B3; C1.1 and C2 as listed below as part of his/her tender submission:

SCHEDULE	DESCRIPTION	PAGE
	Returnable documents required for tender evaluation purposes	
Schedule A	Documents incorporated in this tender document that must be completed and signed by all tenderers	
0	Authority To Sign Documents	56
0	Letter Of Good Standing With Workmen's Compensation Commissioner	59
0	Certificate Of Authority For Joint Ventures	60
A4	Schedule Of Work Carried Out By The Of Tenderer	62
A5	Current And Recent Projects For Ray Nkonyeni Municipality (RNM/MBD5.2)	64
0	Schedule Of Construction Plant	66
0	Schedule Of Estimated Monthly Expenditure	69
A8	Schedule Of Estimated Monthly Expenditure Form – Past Experience (RNM/MBD5.1)	71
A9	Declaration for procurement above R10 million (Vat incl)(RNM/MBD 5)	73
0	RAY NKONYENI MUNICIPALITY NOTICE NO: 187 OF 2024 TENDER NO: 8/2/RNM0551 DETAILS OF KEY PERSONNEL	76
A10	Pricing Schedule – Firm Prices (Purchases) (RNM/MBD3.1)	78
0	Pricing Adjustments (Rnm/Mbd3.2)	79
0	Schedule Of Daywork Rates	81
0	Record Of Addenda To Tender Documents	85
A14	Company Registration Documents	86
A15	Identity Documents of Shareholders/Directors/Members	88
0	Joint Venture Disclosure Form	90
A17	Declaration Of Interest (Rnm/Mbd 4)RNM/MBD4)	105
0	Declaration Of Bidder's Past Supply Chain Management Practices (Rnm/Mbd 8)	110

**Part T2: Returnable Documents
DOCUMENTS**

**LIST OF RETURNABLE
DOCUMENTS**

SCHEDULE	DESCRIPTION	PAGE
	Returnable documents required for tender evaluation purposes	
0	Certificate Of Independent Tender Determination (Rnm/Mbd 9)	114
0	Form Concerning Fulfilment Of The Construction Regulations	119
A21	Preference Points Claim Form In Terms Of The Preferential Procurement Regulations 2022 (Rnm/Mbd 6.1)	122
Schedule B	Additional Documents to be provided by the Tenderer and attached to his/her tender	
1	Cidb Contractor Registration Certificate	128
B2	Tax Pin (RNM/MBD2)	130
3	Preliminary Programme	131
Schedule C	Other Documents that will form part of The Contract	
1	Form Of Offer And Acceptance	133
5	Contract Data	141
7	Performance Guarantee	152
15	Occupational Health And Safety Agreement	157
C2	Pricing Data and Bill of Quantities	161

NB: TENDERERS MUST COMPLETE THESE DOCUMENTS / DATA SHEETS / FORMS IN BLACK INK

2. RETURNABLE SCHEDULES

RAY NKONYENI MUNICIPALITY

NOTICE NO: 187 OF 2024

TENDER NO: 8/2/RNM0551

AUTHORITY TO SIGN DOCUMENTS

Signatories for firms must establish their authority thereto by attaching a duly signed and dated copy of the relevant resolution of the ⁽¹⁾ Directors/Partners/Members to this form, or by the completion of this form.

RESOLUTION

By resolution of the ⁽¹⁾ Board of Directors / Partners / Members passed at a meeting held on..... (Date),

at (Place)

..... (Name of signatory)

whose signature appears below, has been duly authorised to sign all documents in connection with the Tender for;

TENDER NO: 8/2/RNM0551 and any contract which may arise therefrom on behalf of :-

.....

(Name Of Tenderer In Block Capitals)

SIGNED ON BEHALF OF THE FIRM (Director/Partner/Member):-

1.

NAME	SIGNATURE	DATE

2.

NAME	SIGNATURE	DATE

3.

NAME	SIGNATURE	DATE

SIGNATURE OF AUTHORISED SIGNATORY:

NAME	SIGNATURE	DATE

Tenderers are to note that failure to comply with this requirement will render their tender invalid.

Tender

3.2

Part T2: Returnable Documents

RETURNABLE SCHEDULES

RAY NKONYENI MUNICIPALITY

NOTICE NO: 187 OF 2024

TENDER NO: 8/2/RNM0551

LETTER OF GOOD STANDING WITH WORKMEN'S COMPENSATION COMMISSIONER

RAY NKONYENI MUNICIPALITY

NOTICE NO: 187 OF 2024

TENDER NO: 8/2/RNM0551

CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

This Returnable Schedule is to be completed only if Tenderer is a joint venture.

We, the undersigned, are submitting this tender offer in joint venture and hereby authorise

Mr/Ms , authorised signatory of the company, close corporation or partnership.....acting in the capacity of lead partner, to sign all documents in connection with the tender offer and any contract resulting from it on our behalf.

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
Lead partner		Signature : Name : Designation:

Note:

A copy of the Joint Venture Agreement showing clearly the percentage contribution of each partner to the Joint Venture shall be appended to this Schedule.

RAY NKONYENI MUNICIPALITY

NOTICE NO: 187 OF 2024

TENDER NO: 8/2/RNM0551

SCHEDULE OF WORK CARRIED OUT BY THE OF TENDERER

Tenderers shall insert in the Schedule hereunder details of work successfully carried out by them of a similar nature to that for which their tender is submitted. The tenderer’s relevant experience must be supported by appointment letters and completion certificates for at least five (5) projects.

Failure to complete this Schedule and submit both appointment letters and completion certificates will result into tenderer scoring zero (0). It will be taken to indicate that the Tenderer has no experience in this class of work.

COMPLETED CONTRACTS				
Employer (Name, Tel, Fax, Email)	Consulting Engineer (Name, Tel, Fax, Email)	Nature Of Work	Value of Work R(M)	Date Completed
Name :				
Tel :				
Fax :				
Email:				
Name :				
Tel :				
Fax :				
Email:				

SIGNED BY/ON BEHALF OF TENDERER:

NAME

SIGNATURE

DATE

CURRENT CONTRACTS				
Employer (Name, Tel, Fax, Email)	Consulting Engineer (Name, Tel, Fax, Email)	Nature Of Work	Value of Work R(M)	Anticipated Completion Date
Name :				
Tel :				
Fax :				
Email:				
Name :				
Tel :				
Fax :				
Email:				
Name :				
Tel :				
Fax :				
Email:				
Name :				
Tel :				
Fax :				
Email:				

If there is insufficient space above, the tenderer may append additional sheets.

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

SIGNED BY/ON BEHALF OF TENDERER:

NAME

SIGNATURE

DATE

RAY NKONYENI MUNICIPALITY

NOTICE NO: 187 OF 2024

TENDER NO: 8/2/RNM0551

CURRENT AND RECENT PROJECTS FOR RAY NKONYENI MUNICIPALITY (RNM/MBD5.2)

Tenderers must furnish hereunder details of similar works/service, which they have satisfactorily completed in the past. The information shall include a description of the Works, the Contract value and name of Employer.

CURRENT PROJECTS			
PROJECT NAME	AWARDED AMOUNT	CONTRACT START DATE	ANTICIPATED / ACTUAL COMPLETION DATE
TOTAL AMOUNT OF PROJECTS CURRENTLY UNDERTAKEN FOR RAY NKONYENI MUNICIPALITY			R

SIGNED BY/ON BEHALF OF TENDERER:

NAME

SIGNATURE

DATE

RAY NKONYENI MUNICIPALITY

NOTICE NO: 187 OF 2024

TENDER NO: 8/2/RNM0551

SCHEDULE OF CONSTRUCTION PLANT

Tenderers shall state below what construction plant will be available for this Contract. The tenderer shall differentiate, if applicable, between construction plant immediately available and construction plant which will become available by virtue of outstanding orders, and indicate what further construction plant will be acquired or hired for the work should the tenderer be awarded the Contract.

CONSTRUCTION PLANT AVAILABLE				
Description	Size	Capacity	Number	When Available

If there is insufficient space above, the tenderer may append additional sheets.

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

SIGNED BY/ON BEHALF OF TENDERER:

NAME

SIGNATURE

DATE

RAY NKONYENI MUNICIPALITY

NOTICE NO: 187 OF 2024

TENDER NO: 8/2/RNM0551

SCHEDULE OF ESTIMATED MONTHLY EXPENDITURE

The tenderer shall state his estimated expenditure indicating the values of each monthly claim in terms of Clause 6.10 of the General Conditions of Contract, which he/she estimates will arise based on his/her preliminary programme and tendered rates, in the table below. ***The total of the monthly amounts shall be equal to the tender sum.***

MONTH	VALUE
1	R
2	R
3	R
4	R
5	R
SUBTOTAL	R
CONTINGENCIES (10%)	R
SUBTOTAL	R
VAT (15%)	R
TOTAL (INCLUDING VAT @ 15%)	R

SIGNED BY/ON BEHALF OF TENDERER:

NAME

SIGNATURE

DATE

RAY NKONYENI MUNICIPALITY

NOTICE NO: 187 OF 2024

TENDER NO: 8/2/RNM0551

SCHEDULE CONTRACT FORM – PAST EXPERIENCE (RNM/MBD5.1)

Bidders must furnish hereunder details of similar works / service, which they have satisfactorily completed in the past. The information shall include a description of the works, the contract value and the name of the employer

Employer	Nature of Works	Value of Work	Duration and Completion Date	Employer's Contract No

--	--	--	--	--

If there is insufficient space above, the tenderer may append additional sheets.

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

SIGNED BY/ON BEHALF OF TENDERER:

--

NAME

--

SIGNATURE

--

DATE

RAY NKONYENI MUNICIPALITY

NOTICE NO: 187 OF 2024

TENDER NO: 8/2/RNM0551

MBD 5

DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (VAT INCLUDED)

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

- 1 Are you by law required to prepare annual financial statements for auditing?
.....
.....
- 1.1 If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.
.....
.....
.....
- 2 Do you have any outstanding undisputed commitments for municipal services towards a municipality or any other service provider in respect of which payment is overdue for more than 30 days?
- 2.1 If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days. **YES / NO**
- 2.2 If yes, provide particulars.

4.1 If yes, furnish particulars

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

YES / NO

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

3.1 If yes, furnish particulars

.....
.....

YES / NO

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

CERTIFICATION

I, THE UNDERSIGNED (NAME)

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

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

.....

Signature

.....

Date

.....

.....

Position

.....

Name of Bidder

RAY NKONYENI MUNICIPALITY

NOTICE NO: 187 OF 2024

TENDER NO: 8/2/RNM0551

DETAILS OF KEY PERSONNEL

Tenderers shall set out in the Schedule hereunder details of the experience of the Site Agent and Site Foreman in work of a similar nature to that for which this Tender is submitted.

Failure to complete this Schedule may result in the Tender not being considered.

CONTRACT MANAGER				
NAME:				NQF LEVEL:
Contract and Client	Nature Of Work	Position Held	Value Of Work	Year Completed

SITE AGENT				
NAME:				NQF LEVEL:
Contract and Client	Nature Of Work	Position Held	Value Of Work	Year Completed

SITE FOREMAN				
NAME:			NQF LEVEL:	
Contract and Client	Nature Of Work	Position Held	Value Of Work	Year Completed

If there is insufficient space above, the tenderer may append additional sheets.

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

Tenderers are to attach (to this page) CV and certified copies of Qualifications and the relevant NQF Qualifications for the following personnel:

- 1. Site Agent***
- 2. Site Foreman***

SIGNED BY/ON BEHALF OF TENDERER:

NAME

SIGNATURE

DATE

RAY NKONYENI MUNICIPALITY

NOTICE NO: 187 OF 2024

TENDER NO: 8/2/RNM0551

PRICING SCHEDULE – FIRM PRICES (PURCHASES) (RNM/MBD3.1)

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of Bidder.....	Bid Number.....
Closing Time	Closing Date

OFFER TO BE VALID FOR **240 DAYS** FROM THE CLOSING DATE OF BID.

SIGNED BY/ON BEHALF OF TENDERER:

NAME

SIGNATURE

DATE

RAY NKONYENI MUNICIPALITY**NOTICE NO: 187 OF 2024****TENDER NO: 8/2/RNM0551**

PRICING ADJUSTMENTS (RNM/MBD3.2)

A NON-FIRM PRICES SUBJECT TO ESCALATION

1. As per GCC 2015 Clause 6.8.2 and detailed on page 92 of the GCC

B PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS

1. Please furnish full particulars of your financial institution, state the currencies used in the conversion of the prices of the items to South African currency, which portion of the price is subject to rate of exchange variations and the amounts remitted abroad.

PARTICULARS OF FINANCIAL INSTITUTION	ITEM NO	PRICE	CURRENCY	RATE	PORTION OF PRICE SUBJECT TO ROE	AMOUNT IN FOREIGN CURRENCY REMITTED ABROAD
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		

2. Adjustments for rate of exchange variations during the contract period will be calculated by using the average monthly exchange rates as issued by your commercial bank for the periods indicated hereunder: (Proof from bank required)

AVERAGE MONTHLY EXCHANGE RATES FOR THE PERIOD:	DATE DOCUMENTATION MUST BE SUBMITTED TO THIS OFFICE	DATE FROM WHICH NEW CALCULATED PRICES WILL BECOME EFFECTIVE	DATE UNTIL WHICH NEW CALCULATED PRICE WILL BE EFFECTIVE

SIGNED BY/ON BEHALF OF TENDERER:

NAME

SIGNATURE

DATE

RAY NKONYENI MUNICIPALITY

NOTICE NO: 187 OF 2024

TENDER NO: 8/2/RNM0551

SCHEDULE OF DAYWORK RATES

This Daywork Schedule will be used at the discretion of the Engineer for valuation of extra work which cannot conveniently be valued at rates submitted in the Bill of Quantities. All price rates shall be exclusive of VAT.

The rates entered for labour and materials shall be exclusive of overhead charges and profit, site supervision of staff, insurance, holidays with pay and use and maintenance of small hand tools and non-mechanical plant, travelling allowances, other emoluments and allowances. Provision will be made for the insertion of percentages to cover all these items which are henceforth termed "on-costs", consumable stores, maintenance, etc.

In the case of plant no "on-costs" item is provided. The rate entered shall include any of the above "on-costs" which are pertinent and shall include profit, operator's costs, consumable stores, maintenance, depreciation, etc.

Failure to complete this Schedule may result in the Tender not being considered.

1. LABOUR

Normal Working Time:

1	Labourers	R	per hour plus	..... %	"On-Cost"
2	Gangers	R	per hour plus	..... %	"On-Cost"
3	Tradesmen	R	per hour plus	..... %	"On-Cost"
4	Other				
	(a)	R	per hour plus	..... %	"On-Cost"
	(b)	R	per hour plus	..... %	"On-Cost"

Overtime

1	Labourers	R.....	per hour plus	..... %	“On-Cost”
2	Gangers	R.....	per hour plus	..... %	“On-Cost”
3	Tradesmen	R.....	per hour plus	..... %	“On-Cost”
4	Other				
	(a).....	R.....	per hour plus	.....%	“On-Cost”
	(b).....	R.....	per hour plus	..... %	“On-Cost”

2. PLANT

DESCRIPTION	TYPE	ESTABLISHMENT AND DISESTABLISHMENT COST	RATE PER HOUR	
			WORKING	STANDING
Trucks and ADTs				
Bulldozers				
Excavators				
Tractor & Trailer				
Loaders				
Graders				
Tractor – Loader – Backhoe				

Water Pumps and Leadings				
Compressor including Hammers and Hoses				
Other				

3. MATERIAL

The Tenderer shall state here the percentage "On-costs" that should be added to the nett cost of materials:

.....%

SIGNED BY/ON BEHALF OF TENDERER:

NAME

SIGNATURE

DATE

RAY NKONYENI MUNICIPALITY**NOTICE NO: 187 OF 2024****TENDER NO: 8/2/RNM0551**

RECORD OF ADDENDA TO TENDER DOCUMENTS

We confirm that the following communications received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:		
No.	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		

If there is insufficient space above, the tenderer may append additional sheets.

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

SIGNED BY/ON BEHALF OF TENDERER:

NAME

SIGNATURE

DATE

RAY NKONYENI MUNICIPALITY

NOTICE NO: 187 OF 2024

TENDER NO: 8/2/RNM0551

COMPANY REGISTRATION DOCUMENTS

Tenderers are to attach certified copies of company registration documents (eg CK Documents) to this page.

SIGNED BY/ON BEHALF OF TENDERER:

NAME

SIGNATURE

DATE

RAY NKONYENI MUNICIPALITY

NOTICE NO: 187 OF 2024

TENDER NO: 8/2/RNM0551

IDENTITY DOCUMENTS OF SHAREHOLDERS/DIRECTORS/ MEMBERS

Tenderers are to attach certified copies of ID Documents of Members/Directors to this page.

SIGNED BY/ON BEHALF OF TENDERER:

NAME

SIGNATURE

DATE

RAY NKONYENI MUNICIPALITY

NOTICE NO: 187 OF 2024

TENDER NO: 8/2/RNM0551

JOINT VENTURE DISCLOSURE FORM

GENERAL

- 1. All the information requested must be filled in the spaces provided. If additional space is required, additional sheets may be used and attached to the original documents.

- 2. A copy of the joint venture agreement must be attached to this form, in order to demonstrate the Affirmable, Joint Venture Partner's share in the ownership, control, management responsibilities, risks and profits of the joint venture, the proposed joint venture agreement must include specific details relating to:
 - 1. the contributions of capital and equipment
 - 2. work items to be performed by the Affirmable Joint Venture Partner's own forces
 - 3. work items to be performed under the supervision of the Affirmable Joint Venture Partner.

- 3. Copies of all written agreements between partners concerning the contract must be attached to this form including those, which relate to ownership options and to restrictions/limits regarding ownership and control.

- 4. ABE partners must complete ABE Declaration Affidavits.

- 5. The joint venture must be formalised. All pages of the joint venture agreement must be signed by all the parties concerned. A letter/ notice of intention to formalise a joint venture once the contract has been awarded will not be considered.

- 6. Should any of the above not be complied with, the joint venture will be deemed null and void and will be considered non-responsive.

1. JOINT VENTURE PARTICULARS

1. Name

2. Postal address.....

.....

.....

3. Physical address.....

.....

.....

4. Telephone.....

5. Fax

6. IDENTITY OF EACH NON-AFFIRMABLE JOINT VENTURE PARTNER

2.1(a) Name of Firm

Postal Address

Physical Address

Telephone.....

Fax.....

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

.....

2.2(a) Name of Firm

Postal Address

Physical Address

Telephone.....

Fax.....

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

.....

(Continue as required for further non-Affirmable Joint Venture Partners)

7. IDENTITY OF EACH AFFIRMABLE JOINT VENTURE PARTNER

3.1(a) Name of Firm

Postal Address

Physical Address

Telephone.....

Fax.....

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

.....

3.2(a) Name of Firm

Postal Address

Physical Address

Telephone

Fax.....

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

.....

3.3(a)Name of Firm

Postal Address

Physical Address

Telephone

Fax.....

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

.....

8. **BRIEF DESCRIPTION OF THE ROLES OF THE AFFIRMABLE JOINT VENTURE PARTNERS IN THE JOINT VENTURE**

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

9. **OWNERSHIP OF THE JOINT VENTURE**

1. Affirmable Joint Venture Partner ownership percentage(s)%

2. Non-Affirmable Joint Venture Partner ownership percentage(s)%

3. Affirmable Joint Venture Partner percentages in respect of : *

1. Profit and loss sharing

2. Initial capital contribution in Rands.....

(*Brief descriptions and further particulars should be provided to clarify percentages).

3. Anticipated on-going capital contributions in Rands

4. Contributions of equipment (specify types, quality, and quantities of equipment) to be provided by each partner.

.....
.....

.....

5. RECENT CONTRACTS EXECUTED BY PARTNERS IN THEIR OWN RIGHT AS PRIME CONTRACTORS OR AS PARTNERS IN OTHER JOINT VENTURES

	NON-AFFIRMABLE JOINT VENTURE PARTNERS	PARTNER NAME
a)		
b)		
c)		
d)		
e)		

	AFFIRMABLE JOINT VENTURE PARTNERS	PARTNER NAME
a)		
b)		
c)		
d)		
e)		

6. **CONTROL AND PARTICIPATION IN THE JOINT VENTURE**

(Identify by name and firm those individuals who are, or will be, responsible for, and have authority to engage in the relevant management functions and policy and decision making, indicating any limitations in their authority e.g. co-signature requirements and Rand limits).

- 1. Joint Venture cheque signing

.....

.....

- 2. Authority to enter into contracts on behalf of the Joint Venture

.....

.....

- 3. Signing, co-signing and/or collateralising of loans

.....

.....

- 4. Acquisition of lines of credit

.....

.....

- 5. Acquisition of performance bonds

.....

.....

6. Negotiating and signing labour agreements

.....

.....

7. **MANAGEMENT OF CONTRACT PERFORMANCE**

(Fill in the name and firm of the responsible person).

1. Supervision of field operations

.....

2. Major purchasing

.....

3. Estimating

.....

4. Technical management

.....

5. **MANAGEMENT AND CONTROL OF JOINT VENTURE**

1. Identify the “managing partner”, if any,

.....

.....

.....

2. What authority does each partner have to commit or obligate the other to financial institutions, insurance companies, suppliers, subcontractors and/or other parties participating in the execution of the contemplated works?

.....

.....

.....

3. Describe the management structure for the Joint Venture’s work under the contract

MANAGEMENT FUNCTION / DESIGNATION	NAME	PARTNER*

(Fill in "ex Affirmable Joint Venture Partner" or "ex non-Affirmable Joint Venture Partner".

4. **PERSONNEL**

1. State the approximate number of operative personnel (by trade/function/discipline) needed to perform the Joint Venture work under the Contract.

TRADE/FUNCTION/ DISCIPLINE	NUMBER EX AFFIRMABLE JOINT VENTURE PARTNERS	NUMBER EX NON- AFFIRMABLE JOINT VENTURE PARTNERS

(Fill in “ex Affirmable Joint Venture Partner” or “ex non-Affirmable Joint Venture Partner”).

2. Number of operative personnel to be employed on the Contract who are currently in the employ of partners.

(i) Number currently employed by Affirmable Joint Venture Partners

.....

(ii) Number currently employed by the Joint Venture

.....

3. Number of operative personnel who are not currently in the employ of the respective partner and will be engaged on the project by the Joint Venture

.....

4. Name of individual(s) who will be responsible for hiring Joint Venture employees

.....

.....

5. Name of partner who will be responsible for the preparation of Joint Venture payrolls

.....

.....

6. **CONTROL AND STRUCTURE OF THE JOINT VENTURE**

Briefly describe the manner in which the Joint Venture is structured and controlled.

.....

.....

.....

.....

The undersigned warrants that he/she is duly authorised to sign this Joint Venture Disclosure Form and affirms that the foregoing statements are true and correct and include all material information necessary to identify and explain the terms and operations of the Joint Venture and the intended participation of each partner in the undertaking.

The undersigned further covenants and agrees to provide the Employer with complete and accurate information regarding actual Joint Venture work and the payment therefore, and any proposed changes in any provisions of the Joint Venture agreement, and to permit the audit and examination of the books, records and files of the Joint Venture, or those of each partner relevant to the Joint Venture, by duly authorised representatives of the Employer.

Signature

Duly authorised to sign on behalf of

Name

Address.....

Telephone.....

Date

Signature

Duly authorised to sign on behalf of

Name

Address.....

Telephone.....

Date

Signature

Duly authorised to sign on behalf of

Name

Address.....

Telephone.....

Date

Signature



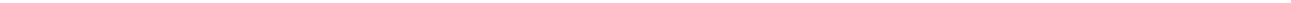
Duly authorised to sign on behalf of

Name

Address

Telephone.....

Date



(Continue as necessary)

RAY NKONYENI MUNICIPALITY

NOTICE NO: 187 OF 2024

TENDER NO: 8/2/RNM0551

DECLARATION OF INTEREST

(RNM/MBD 4)

(Please circle the applicable answer)

1. No bid will be accepted from persons in the service of the state¹.

2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.

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

1. Full Name of Tenderer or his or her representative:

2. Identity Number:

3. Position occupied in the Company (director, trustee, shareholder², member):

4. Registration number of company, enterprise, close corporation, partnership agreement or trust:
.....

5. Tax Reference Number:

6. VAT Registration Number:

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

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

1. If yes, furnish particulars.

.....

¹SCM Regulations: “in the service of the state” means to be –

1. a member of –
 1. any municipal council;
 2. any provincial legislature; or
 3. the national Assembly or the national Council of provinces;
2. a member of the board of directors of any municipal entity;
3. an official of any municipality or municipal entity;
4. 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);
5. a member of the accounting authority of any national or provincial public entity; or
6. an employee of Parliament or a provincial legislature.

²Shareholder” 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.

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

1. If yes, furnish particulars.....

.....

.....

2. 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**

1. If so, furnish particulars:

.....

.....

3. Are you, aware of any relationship (family, friend, other) between a 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**

1. If so, furnish particulars:

.....

.....

.....

4. Are any of the company's directors, managers, principle shareholders or stakeholders in service of the state?

YES / NO

1. If so, furnish particulars:

.....

.....

.....

5. Are any spouse, child or parent of the company’s directors, managers, principle shareholders or stakeholders in service of the state? **YES / NO**

1. If so, furnish particulars:

.....

.....

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

Full Name	Identity Number	State Employee Number

5. CERTIFICATION

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

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

SIGNATURE

DATE

CAPACITY

NAME OF BIDDER

RAY NKONYENI MUNICIPALITY**NOTICE NO: 187 OF 2024****TENDER NO: 8/2/RNM0551****DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES
(RNM/MBD 8)**

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:
 1. abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
 2. been convicted for fraud or corruption during the past five years;
 3. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
 4. been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).
5. 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	<p>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?</p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p>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.</p>	<input type="checkbox"/>	<input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>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)?</p> <p>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.</p>	<input type="checkbox"/>	<input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	<p>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?</p>	<input type="checkbox"/>	<input type="checkbox"/>
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?	<input type="checkbox"/>	<input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	<input type="checkbox"/>	<input type="checkbox"/>
4.5.1	If so, furnish particulars:		

CERTIFICATION


I, THE UNDERSIGNED (FULL NAME)

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


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

SIGNATURE

DATE



POSITION



NAME OF BIDDER

RAY NKONYENI MUNICIPALITY**NOTICE NO: 187 OF 2024****TENDER NO: 8/2/RNM0551****CERTIFICATE OF INDEPENDENT TENDER DETERMINATION (RNM/MBD 9)**

1. This Municipal Bidding Document (MBD) must form part of all bids¹ invited.

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

3. Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - (a) take all reasonable steps to prevent such abuse;

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

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

4. This 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 compete.

(RNM/MBD 9)

CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

I, the undersigned, in submitting the accompanying tender:

(Tender Number and Description)

in response to the invitation for the tender made by:

(Name of Municipality/ Municipality Entity)

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

I certify, on behalf of that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;

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

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

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

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

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

SIGNATURE

DATE

POSITION

NAME OF BIDDER

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.

RAY NKONYENI MUNICIPALITY

NOTICE NO: 187 OF 2024

TENDER NO: 8/2/RNM0551

FORM CONCERNING FULFILMENT OF THE CONSTRUCTION REGULATIONS

In terms of regulation 4(3) of the Construction Regulations, 2014 (hereinafter referred to as the Regulations), promulgated 07 February 2014 in terms of Section 43 of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) the Employer shall not appoint a contractor to perform construction work unless the Contractor can satisfy the Employer that his/her firm has the necessary competencies and resources to carry out the work safely and has allowed adequately in his/her tender for the due fulfilment of all the applicable requirements of the Act and the Regulations.

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

YES	<input type="checkbox"/>
NO	<input type="checkbox"/>

2. Proposed approach to achieve compliance with the Regulations (Tick)

Own resources, competent in terms of the Regulations (refer to 3 below)	<input type="checkbox"/>
Own resources, still to be hired and/or trained (until competency is achieved)	<input type="checkbox"/>
Specialist subcontract resources (competent) - specify:	<input type="checkbox"/>

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

.....

.....

.....

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

.....

.....

.....

.....

5. Potential key risks identified and measures for addressing risks:

.....

.....

.....

.....

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

YES	<input type="checkbox"/>
NO	<input type="checkbox"/>

SIGNED BY/ON BEHALF OF TENDERER:

NAME

SIGNATURE

DATE

RAY NKONYENI MUNICIPALITY**NOTICE NO: 187 OF 2024****TENDER NO: 8/2/RNM0551**

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022
(RNM/MBD 6.1)

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 TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022.

1. GENERAL CONDITIONS

1. The following preference point systems are applicable to all tenders:

1. the 80/20 system for acquisition of goods or services for Rand value up to R50 000 000 (all applicable taxes included);
and

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

2. The 80/20 preference point system will be applicable in this tender. The lowest/highest acceptable tender will be used to determine the accurate system once tenders are received

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

1. Price; and

2. Specific Goals.

1. 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

2. 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.
3. 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.

3. DEFINITIONS

1. **“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;
2. **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
3. **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
4. **“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
5. **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

6. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

1. POINTS AWARDED FOR PRICE**1. THE 80/20 PREFERENCE POINT SYSTEMS**

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

80/20

Where

Ps = Points scored for comparative price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT**1. POINT AWARDED FOR PRICE**

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

80/20

Where

Ps = Points scored for comparative price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

7. POINTS AWARDED FOR SPECIFIC GOALS

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:
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—
 1. 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
 2. 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 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)		Verification Document	Number of points claimed (80/20 system) (To be completed by the tenderer)
Local companies	10	Enterprise Located within the Ray Nkonyeni Local Municipality = 10	Relevant proof of company address	
		Enterprise Located within the Ugu District Municipality = 5		
		Enterprise Located within the KZN Province = 1		
		Enterprise Located outside of KZN Province = 0		

An EME or QSE which is at least 100% owned by black people	10	an EME or QSE which is at least 100% owned by black people = 10	CIPC: Shareholders certificate and Sworn Affidavit confirming the status of EME or QSE	
		an EME or QSE which is at least 51% owned by black people = 6		
		an EME or QSE which is at 25% - 50% owned by black people = 2		
Total Points	20			

3. **DECLARATION WITH REGARD TO COMPANY/FIRM**

1. Name of company/firm:.....

2. Company registration number:.....

3. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

4. Total number of years the company/firm has been in business:.....

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

1. The information furnished is true and correct;
2. The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
3. 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;
4. 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 –

1. disqualify the person from the bidding process;
2. recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
3. 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;
4. recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury 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
5. forward the matter for criminal prosecution.

<p>WITNESSES</p> <p>.....</p> <p>.....</p>
--

<p>.....</p> <p>SIGNATURE(S) OF BIDDERS(S)</p>
<p>DATE:</p> <p>ADDRESS</p>

RAY NKONYENI MUNICIPALITY**NOTICE NO: 187 OF 2024****TENDER NO: 8/2/RNM0551**

1. CIDB CONTRACTOR REGISTRATION CERTIFICATE

A Certificate of Contractor's Registration issued by the Construction Industry Development Board (CIDB) shall be attached to this page.

Where a tenderer satisfies CIDB Contractor grading designation requirements through joint venture formation, such tenderers must submit the Certificates of Contractor Registration in respect of each partner.

Alternatively furnish the CIDB registration no. and details in the space provided. This information will be verified with the CIDB via the CIDB website. It is the tenderer/contractor's responsibility to ensure that their details are displayed on the CIDB website. If in joint venture, details of all members require to be furnished.

Name of Contractor or Joint Venture	CIDB registration No.	Category and class of registration, e.g. 7CE

My/Our failure to submit the certificate(s) or furnish the required details, with my / our tender document will lead to the conclusion that I am / we are not registered with the CIDB and therefore not eligible to tender.

SIGNED BY/ON BEHALF OF TENDERER:

NAME

SIGNATURE

DATE

RAY NKONYENI MUNICIPALITY

NOTICE NO: 187 OF 2024

TENDER NO: 8/2/RNM0551

2. TAX PIN REQUIREMENTS (RNM/MBD2)

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 Africa Revenue Services (SARS) to meet the bidder’s tax obligation.

In order to meet the requirements bidders are required to complete in full the attached TCP1 “Application for a Tax compliance pin” and submit it to any SARS branch office nationally. The Tax compliance pin Requirements are also applicable to foreign bidders / individuals who wish to submit bids.

SARS will then furnish the bidder with a Tax compliance pin that will be valid for a period of 1 (one) year from date of approval / issue.

The Certified copy of a tax certificate with a pin number **must** be submitted together with the bid.

In the bids where consortia / joint ventures / sub-contractors are involved, each party must submit a separate Tax compliance pin.

Copies of the TCP “Application for a “Tax compliance pin” forms are available from any SARS branch office nationally or on the website www.sars.gov/za

Applications for the Tax compliance pin 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.

SIGNED BY/ON BEHALF OF TENDERER:

NAME

SIGNATURE

DATE

RAY NKONYENI MUNICIPALITY

NOTICE NO: 187 OF 2024

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3. PRELIMINARY PROGRAMME

The tenderer shall attach a preliminary programme, to this page.

This programme shall be in the form of a bar chart (Gantt chart) or similar acceptable time/activity form reflecting the proposed sequence and rate of progress of the various activities and the quantities that will be carried out every week under each of the elements, comprising the work for this contract. The programme shall also indicate the point where the tenderer intends to commence work operations and the direction in which the work will proceed. The working hours shall be indicated.

Details of the preliminary programme shall be appended to this Schedule.

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

SIGNED BY/ON BEHALF OF TENDERER:

NAME

SIGNATURE

DATE

Part C1: Agreements and Contract Data

Form of Offer and Acceptance

Part C1: Agreements and Contract Data

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RAY NKONYENI MUNICIPALITY

NOTICE NO: 187 OF 2024

TENDER NO: 8/2/RNM0551

1. Form of Offer and Acceptance

Offer

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

TENDER NO:8/2/RNM0551 – MBAYIMBAYI ROAD UPGRADE IN WARD 21

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

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

determined in accordance with the Conditions of Contract identified in the Contract Data.

The Contract shall be completed within Months of the Commencement Date.

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

.....

..... RAND (in words);

R (in figures)

This offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document to the tenderer before the end of the period of

Part C1: Agreements and Contract Data

Form of Offer and Acceptance

validity stated in the Tender Data, whereupon the Tenderer becomes the party named as the Contractor in the Conditions of Contract identified in the Contract Data.

SIGNED ON BEHALF OF/BY THE TENDERER:

NAME

SIGNATURE

CAPACITY

DATE

Name and address of Organisation:

.....

.....

.....

SIGNED BY WITNESS:

NAME

SIGNATURE

DATE

Part C1: Agreements and Contract Data**Form of Offer and Acceptance**

Acceptance

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

The terms of the contract are contained in:

Part C1: Agreement and Contract Data (which includes this Agreement)

Part C2: Pricing Data

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

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

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

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

Part C1: Agreements and Contract Data

Form of Offer and Acceptance

SIGNED ON BEHALF OF/BY THE EMPLOYER:

NAME

SIGNATURE

CAPACITY

DATE

RAY NKONYENI MUNICIPALITY
No 10 Conner Street
Port Shepstone
4240

SIGNED BY WITNESS:

NAME

SIGNATURE

DATE

Schedule of Deviations

Notes:

- 1. 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 Conditions of Tender.
- 2. A tenderer's covering letter shall not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid, become the subject of agreements reached during the process of Offer and Acceptance, the outcome of such Agreement shall be recorded here.
- 3. 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.
- 4. Any change or addition to the tender documents arising from the above Agreements and recorded here shall also be incorporated into the final draft of the Contract.

1. Subject

Details

.....

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2. Subject

Details

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.....

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3. Subject

Details

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.....

Part C1: Agreements and Contract Data

Form of Offer and Acceptance

- 4. Subject
- Details
-
-
-

By the duly authorised 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 Returnable Documents, as well as any confirmation, clarification or changes to the terms of the offer agreed by the Tenderer and the Employer during this process of offer and acceptance.

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

SIGNED ON BEHALF OF/BY THE TENDERER:

NAME

SIGNATURE

CAPACITY

DATE

Part C1: Agreements and Contract Data

Form of Offer and Acceptance

SIGNED BY WITNESS:

NAME

SIGNATURE

DATE

SIGNED ON BEHALF OF/BY RAY NKONYENI MUNICIPALITY:

NAME

SIGNATURE

CAPACITY

DATE

SIGNED BY WITNESS:

NAME

SIGNATURE

DATE

RAY NKONYENI MUNICIPALITY

NOTICE NO: 187 OF 2024

TENDER NO: 8/2/RNM0551

CONFIRMATION OF RECEIPT

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

the(day) of(month) (year)

at(place)

SIGNED ON BEHALF OF/BY THE CONTRACTOR:

NAME

SIGNATURE

CAPACITY

SIGNED BY WITNESS:

NAME

SIGNATURE

RAY NKONYENI MUNICIPALITY

NOTICE NO: 187 OF 2024

TENDER NO: 8/2/RNM0551

5. Contract Data

Part 1: Contract Data Provided by the Employer

GENERAL CONDITIONS OF CONTRACT

The following standardised General Conditions of Contract:

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

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

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

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

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

CONTRACT SPECIFIC DATA

The following Contract specific data are applicable to this Contract:

Clause 1.1.1.13: Defects Liability Period

The defects liability period is a period of 12 months, measured from the date of the Certificate of Completion.

Clause 1.1.1.14: Due Completion Date

The date for achieving Practical Completion is a date seven (7) months after the Commencement Date.

Clause 1.1.1.15: Employer

The **Employer** is **RAY NKONYENI MUNICIPALITY**, represented by Vusumuzi Duma and/or such person or persons duly authorised thereto by the Employer in writing, and the legal successors in title of this person and is referred to in this Contract Document as "Employer."

Clause 1.1.1.16: Engineer

The **Engineer**, referred to in the documents, is the firm of Consulting Engineers, **MASUTUTSA CONSULTING** acting through a Director, an Associate or an official authorised thereto in writing.

The name of the Engineer is: **MASUTUTSA CONSULTING** or their successors duly appointed by the Employer.

Clause 1.1.1.26: Pricing Strategy

The Pricing Strategy is Re-measurement.

Clause 1.1.1.28: Scope of Work

Replace with the following:

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

Clause 1.1.1.34: Writing

Add the following Clause after Clause 1.1.1.34

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

Clause 1.2.1.2: Notices

The name of the Employer is : **RAY NKONYENI MUNICIPALITY**

The address of the Employer is : **10 Connor Street**
Port Shepstone
4240

The name of the Engineer is : **MASUTUTSA CONSULTING**

The address of the Engineer is: 535 Dwyka Street
Erasmuskloof
0181

Clause 1.3.5: Contractor’s Copyright

Add the following to Clause 1.3.5:

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

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

Clause 3.1.3: Employer's Approval Required

The Engineer is required to obtain the specific approval of the Employer before executing any of the following functions or duties:

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

Clause 4.3: Legal Provisions

Add the following Clauses after Clause 4.3.2:

- 4.3.3 The Employer and the Contractor shall enter into an agreement to complete the work required for the construction of the works in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act (No. 85 of 1993) and the Construction Regulations promulgated thereunder, as well as any further requirements stipulated in this contract document.
- 4.3.4 The Contractor shall provide proof to the Employer, within 14 days of the Commencement Date, that he/she has paid all contributions required in terms of the Compensation for Occupational Injuries and Diseases Act (Act No. 130 of 1993).

Clause 5.3: Commencement of Works

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

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

Clause 5.4: Access to the Site

Add the following clause after Clause 5.4.3:

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

Clause 5.5.1: Time for Practical Completion

The Works shall be completed within the time frame stipulated or tendered (as applicable) on the Summary of the Bill of Quantities, exclusive of the special non-working days and the year-end break and inclusive of the 14 day period referred to in Clause 5.3 above.

Clause 5.6.1: Programme of Works

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

Clause 5.8: Non-Working Times

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

The year-end break commences on 15 December 2023 and ends on 13 January 2024.

Clause 5.9: Instructions

Add the following Clauses after Clause 5.9.7:

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

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

Clause 5.12.2.2: Extension of Time

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

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

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

January	12 days	May	4 days	September	7 days
February	10 days	June	2 days	October	10 days
March	10 days	July	2 days	November	11 days
April	4 days	August	5 days	December	12 days

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

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

Clause 5.12.3: Adjustment to General Items

Add the following to Clause 5.12.3

The cost of time related general items will be calculated on the basis of the number of days in Clause 5.5.1.

Clause 5.13.1: Penalty for Delay

The penalty for failing to complete the Works on time is 0.05% of the total Tender Sum per calendar day.

Clause 6.2: Security

The Deed of Guarantee is to be delivered to the Employer within 14 days of the Commencement Date.

The Performance Guarantee shall be worded as set out in the document included in 7.

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

Clause 6.8.2: Contract Price Adjustment

Add the following to Clause 6.8.2:

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

Clause 6.8.3: Variation in Cost of Special Materials

Price adjustments for variations in the costs of special materials are not allowed.

Clause 6.10.1.5: Interim Payments – Materials on Site

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

Clause 6.10.3: Retention Money

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

Clause 6.10.5: Payment of Retention Money

In the second line, delete the words “ .. one half of the retention money shall become due and paid to the Contractor when the Engineer shall have issued a Certificate of Completion in terms of Clause 5.14.4 and

the other half when the Engineer ..” *and replace with the words “.. the full limit of retention money shall be held until the Engineer ..”*

Clause 6.10.5.1

In the sixth line, delete the words “ .. of the second half ..”

Clause 6.10.6: Set-Off and Delayed Payments

A guarantee in lieu of retention is not permitted.

Clause 8.6.1: Insurances**Clause 8.6.1.1.2**

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

Clause 8.6.1.1.3

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

Clause 8.6.1.3

The limit of indemnity for liability insurance is R5 000 000.00 for any single claim – the number of claims to be unlimited during the construction.

Clause 8.6.1.5: Additional Insurance

Additional Insurance is required for the following:

1. Insurance of Construction Plant and Equipment (including tools, offices and other temporary structures and contents) and all other items (except those intended for incorporation into the Works) brought onto the site for a sum sufficient to provide for their replacement.

-
2. Insurance in terms of the provisions of the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993.
 3. Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger Liability Indemnity.
 4. Where the contract involves manufacturing and/or fabrication of the works or part thereof at premises other than the Site, the Contractor shall satisfy the Employer that all materials and equipment for incorporation in the works are adequately insured during manufacture and/or fabrication. In the event of the Employer having an insurable interest in such works during manufacture or fabrication then such interest shall be noted by endorsement to the Contractor's Policies of Insurance.
 5. The insurance policy held by the Contractor shall cover "wet risks" because a portion of the works will be in the confines of an existing river and stormwater channel.
 6. Professional Indemnity Insurance providing cover in an amount of not less than R5 000 000.00 in respect of each and every claim. This insurance shall remain in force after completion of this contract for a period of not less than 1 (one) year.

Clause 8.6.6: Proof of Payment

Add the following:

The contractor shall within 14 days of the Commencement Date provide the Employer/Engineer the relevant policy or policies of insurance.

Clause 9.2.1: Termination by the Employer

Add the following Clauses after Clause 9.2.1.3.7:

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

Clause 10.5 and 10.6: Dispute Resolution

Dispute resolution shall be by standing adjudication panel or ad-hoc adjudication.

ADDITIONAL CONDITIONS OF CONTRACT

The additional Conditions of Contract are:

Clause 11: Contractor to Provide Everything Necessary

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

Clause 12: Details to be Confidential

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

Part 2: Data Provided by the Contractor

Clause 1.2.1: Delivery of Notices

The name of the Contractor is

The address of the Contractor is

Physical Address

Postal Address

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

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

Telephone:

Fax:

Email:.....

SIGNED ON BEHALF OF/BY THE TENDERER:

NAME

SIGNATURE

CAPACITY

DATE

RAY NKONYENI MUNICIPALITY

NOTICE NO: 187 OF 2024

TENDER NO: 8/2/RNM0551

7. Performance Guarantee

GUARANTOR DETAILS AND DEFINITIONS

“Guarantor”: means:

.....

Physical address:

.....

“Employer” means: **RAY NKONYENI MUNICIPALITY**

.....

“Contractor” means:”

.....

“Engineer” means: **MASUTUTSA CONSULTIN CC**

.....

“Works” means:

.....

“Site” means:

.....

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

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

R

.....

Amount in words:

.....

“Guaranteed Sum” means: The maximum aggregate amount of

R

.....

Amount in words:

.....

“Expiry Date” means:

.....

CONTRACT DETAILS

Engineer issues: Interim Payment Certificates, Final Payment Certificate and the Certificate Completion of the Works as defined in the Contract.

PERFORMANCE GUARANTEE

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

-
1. any reference in this Performance Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship;
 2. its obligation under this Performance Guarantee is restricted to the payment of money.
 4. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.1 to 4.3:
 1. A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Engineer in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 4.2;
 2. A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) days has elapsed since the first written demand in terms of 4.1 and the sum certified has still not been paid;
 3. A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 4.
 5. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Performance Guarantee, such demand stating that:
 1. the Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 5; or
 2. a provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Performance Guarantee is called up in terms of 5; and
 3. the aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.
 6. It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in terms of 1.

- 7. Where the Guarantor has made payment in terms of 5, the Employer shall upon the date of issue of the Final Payment Certificate submit an expense account to the Guarantor showing how all monies received in terms of this Performance Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Performance Guarantee shall bear interest at the prime overdraft rate of the Employer’s bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.

- 8. Payment by the Guarantor in terms of 4 or 5 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.

- 9. Payment by the Guarantor in terms of 5 will only be made against the return of the original Performance Guarantee by the Employer.

- 10. The Employer shall have the absolute right to arrange his/her affairs with the Contractor in any manner which the Employer may deem fit and the Guarantor shall not have the right to claim his/her release from this Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.

- 11. The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.

- 12. This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 2, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.

- 13. This Performance Guarantee, with the required demand notices in terms of 4 or 5, shall be regarded as a liquid document for the purposes of obtaining a court order.

- 14. Where this Performance Guarantee is issued in the Republic of South Africa, the Guarantor hereby consents in terms of Section 45 of the Magistrate’s Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate’s Court of any district having jurisdiction in terms of Section 28 of the said Act notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate’s Court.

SIGNED AT:

[Empty box for Guarantor (1) name]

GUARANTOR (1)

[Empty box for Signature]

SIGNATURE

[Empty box for Date]

DATE

[Empty box for Capacity]

CAPACITY

[Empty box for Guarantor (2) name]

GUARANTOR (2)

[Empty box for Signature]

SIGNATURE

[Empty box for Date]

DATE

[Empty box for Capacity]

CAPACITY

[Empty box for Witness (1) name]

WITNESS (1)

[Empty box for Signature]

SIGNATURE

[Empty box for Witness (2) name]

WITNESS (2)

[Empty box for Signature]

SIGNATURE

RAY NKONYENI MUNICIPALITY

NOTICE NO: 187 OF 2024

TENDER NO: 8/2/RNM0551

15. Occupational Health and Safety Agreement

AGREEMENT MADE AND ENTERED INTO BETWEEN RAY NKONYENI MUNICIPALITY (HEREINAFTER CALLED THE "EMPLOYER") AND

.....

(Contractor/Mandatory/Company/CC Name)

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

I,

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

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

COID ACT Registration Number:

OR Compensation Insurer: Policy No.:.....

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

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

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

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

Signed at on the day of 20

SIGNED BY/ON BEHALF OF CONTRACTOR - MANDATORY

NAME

SIGNATURE

DATE

SIGNED BY WITNESS:

NAME

SIGNATURE

DATE

Signed at on the day of 20

SIGNED BY/ON BEHALF OF RAY NKONYENI MUNICIPALITY

NAME	SIGNATURE	DATE
------	-----------	------

SIGNED BY WITNESS:

NAME

SIGNATURE

DATE

Occupational Health and Safety Conditions

1. The Chief Executive Officer of the Contractor shall assume the responsibility in terms of Section 16(1) of the Occupational Health and Safety Act (as amended). Should the Contractor assign any duty in terms of Section 16(2), a copy of such assignment shall immediately be provided to the representative of the Employer as defined in the Contract.
2. All work performed on the Employer's premises shall be performed under the supervision of the construction supervisor who understand the hazards associated with any work that the Contractor performs on the site in terms of Construction Regulations 2014.
3. The Contractor shall appoint a Competent Person who shall be trained on any occupational health and safety aspect pertaining to them or to the work that is to be performed.
4. The Contractor shall ensure that he familiarises himself with the requirements of the Occupational Health and Safety Act and that he/she, his/her employees, and any sub-contractors, comply with them.
5. Discipline in the interests of occupational health and safety shall be strictly enforced.
6. Personal protective equipment shall be issued by the Contractor as required and shall be worn at all times where necessary.
7. Written safe work procedures and appropriate precautionary measures shall be available and enforced, and all employees shall be made conversant with the contents of these practices.

-
8. No substandard equipment/machinery/articles or substances shall be used on the site.
 9. All incidents referred to in terms of Section 24 of the Occupational Health and Safety Act shall be reported by the Contractor to the Department of Labour and the Employer.
 10. The Employer hereby obtains an interest in the issue of any formal inquiry conducted in terms of Section 32 of the Occupational Health and Safety Act and into any incident involving a Contractor and/or his/her employees and/or his/her sub-contractor/s.
 11. No use shall be made of any of the Employer's machinery/plant/equipment/substance/personal protective equipment or any other article without prior arrangement and written approval.
 12. No alcohol or any other intoxicating substance shall be allowed on the site. Any person suspected of being under the influence of alcohol or any other intoxicating substance shall not be permitted access to, or allowed to remain on the site.
 13. Prior to commencement of any work, verified copies of all documents mentioned in the agreement, must be presented to the Employer.

Part C2: Pricing Data and Bill of Quantities

		<u>Page</u>
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14	Bill Of Quantities	164

RAY NKONYENI MUNICIPALITY

NOTICE NO: 187 OF 2024

TENDER NO: 8/2/RNM0551

1. Pricing Instructions

1. Measurement and payment shall be in accordance with the relevant provisions of the Standards South Africa's Standardized Specifications for Civil Employer's Agenting Construction SANS 1200.
2. The units of measurement described in the Bill of Quantities are metric units. Abbreviations used in the Bill of Quantities are as follows:

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

3. Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance is made for waste.
4. The prices and rates to be inserted in the Bill of Quantities are to be the full inclusive prices for the work described under the items. Such prices and rates shall cover all costs and expenses that may be required in accordance with the provisions of the Scope of Work, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the Contract Data, as well as overhead charges and profit. These prices shall be used as a basis for assessment of payment for additional work that may have to be carried out.
5. It will be assumed that prices included in the Bill of Quantities are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders. (Refer to www.sabs.co.za or www.iso.org for information on standards).

6. Where the Scope of Work requires detailed drawings and designs or other information to be provided, all costs associated therewith are deemed to have been provided for and included in the unit rates and sum amount tendered for such items.
7. An item against which no price is entered will be considered to be covered by the other prices or rates in the Bill of Quantities. A single lump sum will apply should a number of items be grouped together for pricing purposes.
8. The quantities set out in the Bill of Quantities are approximate and do not necessarily represent the actual amount of work to be done. The quantities of work accepted and certified for payment will be used for determining payments due and not the quantities given in the Bills of Quantities.
9. Reasonable compensation will be received where no pay item appears in respect of work required in the Bills of Quantities in terms of the Contract and which is not covered in any other pay item.
10. The short descriptions of the items of payment given in the Bill of Quantities are only for the purposes of identifying the items. More details regarding the extent of the work entailed under each item appear in the Scope of Work.
11. Descriptions in the Bill of Quantities are abbreviated and comply generally with those in the SANS 1200 Standardised Specifications.
12. The tenderer must complete the schedule of quantities in full. Items against which no price is entered are to be considered as incomplete and invalidate the tender. Items against which **N/A, left blank** or – (dash) is entered are to be considered as incomplete and will also invalidate the tender. Items against which **Nil or zero (0)** is entered are to be considered to be fully priced and the tenderer will provide the items in questions as specified at zero (0) or **Nil** price

Rates are to be inserted in **BLACK ink**. Any amendments must be neatly crossed and initialled. The use of correction ink is **NOT** permitted.

The Tenderer shall also fill in a rate against the items where the words "rate only" appear in the amount column. Although no work is foreseen under these items and no quantities are consequently given in the quantity column, the tendered rates shall apply should work under these items actually be required.

A Tenderer is **NOT PERMITTED** to group a number of items together and tender one sum for such group of items. **IF THIS IS DONE IT WILL RENDER THE TENDER INVALID.**

13. The quantities of work as measured and accepted and certified for payment in accordance with the Conditions of Contract, and not the quantities stated in the Bill of Quantities, will be used to determine payments to the Contractor. The validity of the Contract shall in no way be affected by differences between the quantities in the Bill of Quantities and the quantities certified for payment.

Ordering of materials are not to be based on the Bill of Quantities, but only on information issued for construction purposes.

RAY NKONYENI MUNICIPALITY

NOTICE NO: 187 OF 2024

TENDER NO: 8/2/RNM0551

14. Bill of Quantities

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Part C2: Pricing Data

Bill of Quantities

SECTION 1200 A

PAYMENT REFERS TO	ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
SANS 1200 A		<u>GENERAL</u>				
8.2	100.00	Scheduled fixed-charge and value-related items:				
8.2.1	.01	Fixed preliminary and general charges	Sum	1		R -
8.3.2		Establishment of Facilities on the site, including operation and maintenance of facilities on site, for the duration of the contract				
8.3.2.1	100.01	Facilities for Engineer				
		(c) Contract Nameboard (1 of)	Sum	1		R -
		(g) Telecommunication:				
		(i) The provision of telecommunication services, including the cost of calls and internet services in connection with contract administration and mobile telephone rental for the duration of the contract.	PC Sum	1	R 15,000.00	R 15,000.00
		(ii) Handling costs and profit in respect of sub-item 8.3.2.1(g)(i)	%	15,000		R -
8.3.4		Removal of site establishment	Sum	1		R -
	100.03	Scheduled time-related items:				
8.4.1	.01	Time-related preliminary and general charges	Sum	1		R -
PSA 8.6	100.04	Prime cost sums:				
	.01	Additional tests required by the engineer	Prov Sum	1	R 100,000.00	R 100,000.00
	.02	Contractor's handling cost, profit and all other charges in respect of item 110.03.01 above	%	R100,000.00		R -
8.8.4	100.05	Location and protection of existing services:				
	.01	Provision of detecting devices for:				
	.01	Stormwater pipe	Prov Sum	1	R 50,000.00	R 50,000.00
1200 A		TOTAL CARRIED FORWARD				

SECTION 1200 A

PAYMENT REFERS TO	ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
SANS 1200 A		.02 Hand excavation necessary for locating and exposing existing services in all materials: .01 In all areas	m ³	100		R 0.00
PSA 8.9	100.06	Temporary works .02 Dealing with or accommodation of traffic	Prov Sum	1	R 100,000.00	R 100,000.00
PSA 8.10	100.07	Compliance with OHS Act and Regulations (including the Construction Regulations, 2003)	Sum	1		R 0.00
PSA 8.13	100.09	Client Community Liaison Officer	Prov sum	1	R 100,000.00	R 100,000.00
PSA 8.12	100.10	Provisional sum for relocation of existing services	Prov sum	1	R 500,000.00	R 500,000.00
1200 A						

SECTION 1200 C

PAYMENT REFERS TO	ITEM NO	DESCRIPTION	UNIT	QUAN-TITY	RATE	AMOUNT
SANS 1200 C		<u>SITE CLEARANCE</u>				
8.2.1	101.00	Clear and grub (spoil to a site provided by: the contractor):				
	.01	Areas	m ²	21,000		R -
	.02	Pipe line route	m	-		R -
8.2.3	101.01	Remove and grub all trees and tree stumps regardless of girth	ha	2.100		R -
1200 C						R -

SECTION 1200 D

PAYMENT REFERS TO	ITEM NO	DESCRIPTION	UNIT	QUAN-TITY	RATE	AMOUNT
SANS 1200 D		<u>EARTHWORKS</u>				
8.3.2	102.00	Bulk excavation: Excavate in all materials and use for embankment or backfill or dispose, as ordered:				
		a) Soft Excavation	m ³	8,820	R	-
		b) Extra-over for				
		1) Intermediate excavation	m ³	3,528	R	-
		2) Hard rock excavation	m ³	2,646	R	-
		3) Boulder excavation, Class A	m ³	1,764	R	-
		4) Boulder excavation, Class B	m ⁴	882	R	-
8.3.10		Topsoiling	m ³	2,520	R	-
1200 D					R	-

SECTION 1200 DB

PAYMENT REFERS TO	ITEM NO	DESCRIPTION	UNIT	QUAN-TITY	RATE	AMOUNT
SANS 1200 DB		<u>EARTHWORKS (PIPE TRENCHES)</u>				
		<u>TRENCHES FOR STORMWATER PIPES</u>				
8.3.2		Excavation				
	103.00	Excavate in all material for trenches and use for backfill, compact, and dispose of surplus material.				
		.01 Pipes over 450 mm dia up to 1500 mm dia for depths:				
		.01 Up to 2m	m ³	6000.00		R -
1200 DB						R -

SECTION 1200 DK

PAYMENT REFERS TO	ITEM NO	DESCRIPTION	UNIT	QUAN-TITY	RATE	AMOUNT
SANS 1200 DK 825		<p><u>GABIONS AND PITCHING</u></p> <p>Pitching:</p> <p>6 Stone pitching:</p> <p> 1 Stone pitching 100mm diameter</p>	m ²	200		R -
1200 DK						R -

SECTION 1200 DM

PAYMENT REFERS TO	ITEM NO	DESCRIPTION	UNIT	QUAN-TITY	RATE	AMOUNT
SANS 1200 DM		<u>EARTHWORKS (ROADS, SUBGRADE)</u>				
8.3.3	104.00	Treatment of road-bed Road - bed preparation and compaction of material to: .02 Rip and recompact in-situ soil to a minimum of 93% Mod. AASHTO density to a depth of 150mm	m ³	2,257		R -
8.3.4	14703	Cut to fill: 1 Compact to 90% of modified AASHTO maximum density	m ³	1,129		R -
1200 DM						R -

SECTION 1200 G

PAYMENT REFERS TO	ITEM NO	DESCRIPTION	UNIT	QUAN-TITY	RATE	AMOUNT
SANS 1200 G		<u>CONCRETE (STRUCTURAL)</u>				
		<u>SCHEDULED CONCRETE ITEMS</u>				
8.1.3		Strength concrete				
		.04 Class 25 MPa/19 mm concrete in:				
		1 Cast in-situ concrete v drain as per detail P109-101	m ³	4,200		R -
1200 G						R -

SECTION 1200 LB

PAYMENT REFERS TO	ITEM NO	DESCRIPTION	UNIT	QUAN-TITY	RATE	AMOUNT
SANS 1200 LB		<u>BEDDING (PIPES)</u>				
		<u>BEDDING FOR STORMWATER PIPES</u>				
8.2.1	105.00	Provision of bedding from trench excavations:				
		.01 Selected granular material	m ³	288	R	-
		.02 Selected fill material	m ³	1,152	R	-
8.2.2.3	105.01	Supply only of bedding by importation:				
		From commercial sources (Provisional):				
		.01 Selected granular material	m ³	86	R	-
		.02 Selected fill material	m ³	346	R	-
1200 LB					R	-

SECTION 1200 LE

PAYMENT REFERS TO	ITEM NO	DESCRIPTION	UNIT	QUAN-TITY	RATE	AMOUNT
SANS 1200 LE		STORMWATER DRAINAGE				
8.2.1	106.00	Supply and lay concrete pipe culverts on class B bedding:				
		.01 600 mm 100D- load pipe	m	800		R -
8.2.8	106.01	Construct manholes, complete with floorslab, benching, walls, roofslab cover and step irons complete. Rate should include for all excavation and re-compaction to 93% Mod AASHTO density and for cutting of pipes to fit as shown in the drawings				
		450 to 1500 mm diameter pipes, depths of manhole up to:				
		2.0 m	No	11		R -
8.2.8		KERB INLETS				
		Construct stormwater kerb inlets complete, including chamber and foundation as shown in the drawings				
		2m length	No.	5		R -
1200 LE						R -

SECTION 1200 MF

PAYMENT REFERS TO	ITEM NO	DESCRIPTION	UNIT	QUAN-TITY	RATE	AMOUNT
SANS 1200 ME 8.3.3	108.00	<u>SUBBASE</u> Construct subbase with material from commercial sources or designated borrow areas .01 G5 gravel from commercial sources 150mm thick selected layers crushed stone from commercial source compacted to minimum 95% Mod. AASHTO, Minimum CBR = 45%	m ³	2,048		R -
1200 ME						R -

SECTION 1200 MF

PAYMENT REFERS TO	ITEM NO	DESCRIPTION	UNIT	QUAN-TITY	RATE	AMOUNT
SANS 1200 MF		<u>BASE</u>				
8.3.3	108.00	Construct base with material from commercial sources or designated borrow areas				
		.01 G2 gravel from commercial sources 150mm thick Dense - graded crushed stone; Maximum size 37,5 mm; 100 - 102 % Mod. AASHTO or 85 % bulk relative density; Soil fines PI < 6	m ³	1,890		R -
1200 MF						R -

SECTION 1200 MH

PAYMENT REFERS TO	ITEM NO	DESCRIPTION	UNIT	QUAN-TITY	RATE	AMOUNT
SANS 1200 MH		<u>ASPHALT BASE AND SURFACING</u>				
8.5.1	109.00	Prime coat:				
		.01 MC-30 cutback bitumen	m ²	12,600	R	-
8.5.3	109.01	Tack coat:				
		.01 30% stable-grade emulsion	m ²	12,600	R	-
8.5.4	109.02	Asphalt surfacing:				
		.01 Continuously graded, medium grade, 30 mm thick	m ²	12,600	R	-
1200 MH					R	-

SECTION 1200 MK

PAYMENT REFERS TO	ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
SANS 1200 MK		<u>KERBING AND CHANNELING</u>				
8.2.1	110.01	Precast concrete kerbing				
		1 Figure 3 Kerb:				
		2 Radius over 4 m up to 20 m	m	100	R	-
		3 Radius over 20 m and straight sections	m	400	R	-
		9 Figure 8 Kerb:				
		2 Radius over 4 m up to 20 m	m	150	R	-
		3 Radius over 20 m and straight sections	m	400	R	-
1200 MK					R	-

SECTION 1200 MM

PAYMENT REFERS TO	ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
SANS 1200 MM		<u>ANCILLARY ROADWORKS</u>				
8.3.1	111.00	Sign faces with painted or galvanised (as stated) background, with painted symbols, characters, legend and borders, and with signboards constructed from:				
		.01 Aluminium sheet (2,0mm thick) of area: (a) up to 2m2	m ²	10	R	-
8.3.2	111.01	Provision and application of retro-reflective material:				
		.01 Engineering grade retro-reflective background, characters, symbols, legend and borders	m ²	10	R	-
8.3.3	111.02	Sign support:				
		.01 Steel tubing (110 mm dia, 2.5 mm wall thickness)	No.	5	R	-
		.02 Excavation and backfilling and concreting for sign supports	m ³	5	R	-
		<u>ROAD MARKINGS</u>				
8.4.1	111.03	Non-reflectorized paint applied at nominal rate of 0,42 l/m2 (or proprietary brand road-marking material (nominal rate of application and particulars stated))				
		.01 White lines (broken or unbroken):				
		(a) 100 mm wide	km	2.000	R	-
		(b) 300 mm wide	km	2.000	R	-
		.02 Yellow lines (broken or unbroken):				
		(a) 100 mm wide	km	2.000	R	-
		.03 White characters and symbols	m ²	50	R	-
		.04 Yellow characters and symbols	m ²	25	R	-
1200 MM		TOTAL CARRIED FORWARD			R	-

SECTION 1200 MM

PAYMENT REFERS TO	ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
SANS 1200 MM		<u>GUARDRAILS</u>				
PSMM 8.6.1		Guardrails on timber posts:				
	113.04	.01 Galvanized	m			R -
	113.05	Extra over item 113.04 for horizontally curved guardrails factory bent to a radius of less than 45m	m			R -
PSMM 8.6.2		End treatments:				
	113.06	End wings	m			R -
	113.07	End treatments in accordance with the drawings where single guardrail section are used	No.			R -
PSMM 8.6.3		Additional guardrail posts:				
	113.08	Timber	No.			R -
	113.09	Reflective plates	No.			R -
8.5.1	113.10	Guide blocks supplied and erected	number			R -
1200 MM						R -

RAY NKONYENI MUNICIPALITY
CONTRACT No. 8/2/RNM0428
MBAYIMBAYI ROAD UPGRADE IN WARD 21

SUMMARY OF SCHEDULE OF QUANTITIES

SECTION	DESCRIPTION	Amount
SABS 1200 A	GENERAL	
SABS 1200 C	SITE CLEARANCE	
SABS 1200 D	EARTHWORKS	
SABS 1200 DB	EARTHWORKS (PIPE TRENCHES)	
SABS 1200DK	GABIONS AND PITCHING	
SABS 1200 DM	EARTHWORKS (ROADS. SUBGRADE)	
SABS 1200 G	CONCRETE (STRUCTURAL)	
SABS 1200 LB	BEDDING (PIPES)	
SABS 1200 LE	STORMWATER DRAINAGE	
SABS 1200 ME	SUBBASE	
SABS 1200 MF	BASE	
SABS 1200 MH	ASPHALT BASE AND SURFACING	
SABS 1200 MK	KERBING AND CHANNELING	
SABS 1200 MM	ANCILLARY ROADWORKS	
SUBTOTAL 1		
Allowance for Contingencies @ 10%		
SUBTOTAL 2		
Contract Price Adjustment @ 5%		
SUBTOTAL 3		
Add: 15% VAT		
TOTAL INCLUDING VAT CARRIED TO FORM OF OFFER (C1.1)		

SIGNED BY/ON BEHALF OF TENDERER

NAME

SIGNATURE

DATE

COMPANY STAMP

RAY NKONYENI MUNICIPALITY

NOTICE NO: 063 OF 2023

TENDER NO: 8/2/RNM0428

Declaration

(In respect of completeness of Tender)

RAY NKONYENI MUNICIPALITY

10 Connor Street

Port Shepstone

4240

I/we, the undersigned, do hereby declare that these are the properly priced Bill of Quantities forming Part 14 of this Contract Document comprising 26 pages which includes the Bill of Quantities comprising 25 pages in consecutive order upon which my/our tender for the **TENDER NO.:8/2/RNM0551 – MBAYIMBAYI ROAD UPGRADE IN WARD 21** has been based.

SIGNED BY/ON BEHALF OF TENDERER

NAME

SIGNATURE

DATE

Part C3: Scope of Work

RAY NKONYENI MUNICIPALITY
CONTRACT No. 8/2/RNM0551
MBAYIMBAYI ROAD UPGRADE IN WARD 21

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Part C3: Scope of Work

PART 1: CIVIL SCOPE OF WORK
1. STANDARD SPECIFICATIONS

The standard specifications on which this contract is based are Standards South Africa's Standardized Specifications for Civil Employer's Agenting Construction SANS 1200.

Although not bound in nor issued with this Document, the following Sections of the Standardized Specifications of SABS 1200 shall form part of this Contract:

AA	1986	:	GENERAL
AB	1986	:	EMPLOYER'S AGENT'S OFFICE
C	1980	:	SITE CLEARANCE (As amended 1982)
D	1988		EARTHWORKS (As amended 1990)
DA	1988	:	EARTHWORKS (Small Works)
DB	1989	:	EARTHWORKS(Pipe Trenches)
DK	1984	:	GABIONS AND PITCHING
DM	1981		EARTHWORKS (ROADS, SUBGRADE)
GA	1982	:	CONCRETE (Small Works)
LB	1983		BEDDING (Pipes)
LE	1982		STORMWATER DRAINAGE
M	1996		ROADS (GENERAL)
ME	1981		SUBBASE
MF	1981		BASE
MF	1996		BASE (LIGHT PAVEMENT STRUCTURES)
MH	1996		ASPHALT BASE AND SURFACING
MK	1983		KERBING AND CHANNELLING
MM	1984		ANCILLARY ROADWORKS
MJ	1984		SEGMENTED PAVING
LG	1983		PIPE JACKING

Part C3: Scope of Work

The following SANS specifications are also referred to in this document and the Contractor is advised to obtain them from Standards South Africa (a division of SABS) in Pretoria.

SANS 1921 (2004): Construction and Management Requirements for Works Contracts

Part 1: General Employer's Agenting and Construction Works; and

Part 2: Accommodation of Traffic on Public Roads Occupied by the Contractor.

Part C3: Scope of Work

2 PROJECT SPECIFICATIONS

The project specification is covered in the following sections:

ITEM	DESCRIPTION
F.5.1	STATUS
F.5.2	PROJECT SPECIFICATION PORTION 1 - GENERAL
PS-1	Project Description
PS-2	Overview and Details of Contract
PS-3	Description of Site and Access
PS-4	Nature of Ground and Subsoil Conditions
PS-5	Construction and Management Requirements
PS-6	Construction Programme
PS-7	Site Facilities Available
PS-8	Site Facilities Required
PS-9	Existing Services
PS-10	Requirements for Accommodation of Traffic
PS-11	Occupational Health and Safety
PS-12	Adverse Weather Conditions
PS-13	Site Meetings and Reporting
	PROJECT SPECIFICATION PORTION 2
PSA	General
PSD	Earthworks
PSDB	Earthworks (Pipe Trenches)
PSG/PSGA	Concrete (Small Works)
PSLB	Bedding (Pipes)
PSLE	Stormwater Drainage

Part C3: Scope of Work

PARTICULAR SPECIFICATIONS	
PA	Brickwork and Plaster
PB	Carpentry, Joinery and Ironmongery
PC	Painting
PES	Environmental Specification
PE	The Client's Pre-Construction and Health Plan

Part C3: Scope of Work

2.1 STATUS

The Project Specification, consisting of two parts, forms an integral part of the contract and supplements the Standard Specifications.

Part A contains a general description of the works, the site and the requirements to be met.

Part B contains variations, amendments and additions to the Standardized Specifications and, if applicable, the Particular Specifications.

In the event of any discrepancy between a part or parts of the Standardized or Particular Specifications and the Project Specification, the Project Specification shall take precedence. In the event of a discrepancy between the Specifications, (including the Project Specifications) and the drawings and / or the Bill of Quantities, the discrepancy shall be resolved by the Employer's Agent before the execution of the work under the relevant item.

Part C3: Scope of Work

PS PROJECT SPECIFICATION PORTION 1: SABS 1200 PS: GENERAL**PS-1 PROJECT DESCRIPTION**

This contract is for the MBAYIMBAYI ROAD UPGRADE IN WARD 21 in Murchison in the Ray Nkonyeni Municipality

PS-1.1 Employer's objectives

This contract is for the MBAYIMBAYI ROAD UPGRADE IN WARD 21 in Murchison in the Ray Nkonyeni Municipality.

The description of the contract contained in the Scope of Work is merely an outline of the Contract Works and shall not limit the work to be carried out by the Contractor under this Contract. Details of some of the major items are given in this section and approximate detailed quantities for each type of work to be carried out in accordance with the Contract Documents are included in the Bill of Quantities.

PS-1.2 Overview of the Works

The proposed road is 2km long and is situated in Murchison, Ray Nkonyeni Local Municipality. The road is under the ownership of the KwaZulu-Natal Department of Transport and is called road D1117, but will be referred to as Mbayimbayi Road for ease of reference and consistency with the terminology adopted by the Ray Nkonyeni Municipality, who are implementing the project. The road starts at its intersection with national road N2-21 on the southern side and ends at its intersection with road P262 on the northern side. Presently, stormwater runoff accumulates at the entrance gates of residents along the road's shoulders. The current gravel surface presents significant access challenges for road users and becomes particularly unstable during the rainy season. This project aims to upgrade the road, incorporating necessary infrastructure improvements.

The general scope of works includes but not limited to the following:

1. Contractor's establishment on site
2. Clearing and grubbing
3. Setting out of work
4. Relocation of existing services
5. Accommodation of traffic
6. Training of Temporary Workforce
7. Excavation for stormwater systems
8. Bedding for stormwater systems
9. Pipe laying
10. Backfilling and compaction
11. Testing and commissioning

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12. Excavation for the road
13. Rip and recompact roadbed
14. Construct Layerworks as per pavement design
15. Surface roads with the designed wearing course
16. Erect road signs and paint road markings
17. Install road furniture
18. Finishing off the road and road reserve

A typical general arrangement detail of the proposed works is included in Drawing No. P109-RD-100 - ROAD GENERAL LAYOUT

PS-1.3 Extent of the Works

The work that is to be carried out under the contract is as provided for in the Bill of Quantities, Drawings and project particular specifications. However, if during the course of construction conditions are found to differ from those anticipated, the Employer's Agent reserves the right to modify the scope of the work to suit the prevailing conditions and circumstances. Variations introduced in this manner will be dealt with in accordance with the General Conditions of Contract 2015.

The work to be undertaken by the Contractor includes, but is not limited to, the following:

PS-1.3.1 General

The following general items will be included in the contract:

1. The establishment on site of the Contractor's campsite;
2. Provision of offices for the Employer's Agent's site personnel. It is not required to establish a site laboratory for the Employer's Agent's site personnel, as it is envisaged that the acceptance control be undertaken by an established commercial laboratory in Durban. The contractor remains responsible for his production control testing as required per the standard (plus any special) project specifications;
3. The supply of plant, labour, tools, equipment and materials necessary to complete the work;
4. Setting out of the works;
5. Accommodation of traffic and maintaining temporary deviations;
6. Clearing and grubbing of the site;
7. Finishing off of the site on completion of the works.

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PS-1.3.2 Storm water drainage:

Stormwater Drainage work will include the construction of concrete lined drains and stormwater pipes complete with kerb inlets, manholes, junction boxes, chutes and inlet/outlet structures.

PS-1.3.3 Earthworks, Concrete Works and Steelworks:

Bulk excavation works will be undertaken for the road pavement and stormwater infrastructure.

Reinforced concrete works will be undertaken for the following structures:

1. Kerb inlet transitions
2. Culvert slabs (where necessary)
3. Concrete lined drains
4. Stone pitching around the outlet structures
5. Construction of gabion protection where necessary

PS-1.4 Employer's Agent**PS-1.4.1 Employer's design**

The following design inputs were used to arrive at the design solutions as set out in this contract document:

6. The project is situated in a climatic area that can be described as moderate with a Weinert N-value of 2.0. This is the limit defining the boundary between moderate and wet, i.e. N-value of 2.0.
7. The designs have been undertaken in accordance with the requirements for limit state, ultimate and serviceability during operation.
8. The materials have been selected on the basis of the following:
 1. Constructability (ease of construction)
 2. Availability of materials,
 3. Suitability, durability and reliability for intended use
 4. Aesthetics

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PS-1.4.2 Design Brief and procedures

Any design required to be carried out by the contractor shall be in accordance with the Standard and Special Specifications applicable to this contract as set out in Section F.5.2.

PS-1.4.3 Drawings

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Refer to Part C5: Drawings (last section) of this tender document.

PS-2 OVERVIEW AND DETAILS OF CONTRACT

In order to allow competition and opportunities for available reinforced concrete work and gabion installations may be undertaken through a nominated subcontract as part of this contract. The subcontract may be done through a call for competitive quotations.

Labour Intensive works comprise the activities described in SANS 1921-5, Earthworks Activities which are to be performed by hand, and its associated specification data. Such work shall be constructed using local workers who are temporarily employed in terms of this Scope of Work.

PS-3 DESCRIPTION OF SITE AND ACCESS

PS-3.1 Access

The access to the proposed project site is via the National Road N2 approximately 8.7km west of EExit 45 of the N2/R61 interchange in Port Shepstone. The coordinates of the road are as follows:

Project Name	Coordinates	
	Latitude	Longitude
MBAYIMBAYI ROAD UPGRADE IN WARD 21	30°43'53.4" S	30°21'46.2" E

PS-3.2 Limitations

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In arriving at his rates the tenderer/contractors must take note of the following limitations that characterise the site of the road. These must be taken into account in pricing and during construction of the road.

1. The contractor's activities shall be restricted to the road construction site.
2. The contractor's insurances shall have to cover potential damage to private properties as access passes in close proximity to houses etc
3. The project is urgent and the tenderer/contractor must complete the works as soon as possible. An estimated construction period of **TEN MONTHS** has been allowed. Tenderers will be allowed to tender other competitive periods by indicating so in the section of alternatives and amendments in the returnables.

PS-4 NATURE OF GROUND AND SUBSOIL CONDITIONS

Details of the nature of the ground and subsoil conditions are provided as part of this document under Section C4: Site Information.

PS-5 CONSTRUCTION AND MANAGEMENT REQUIREMENTS**PS-5.1 General**

The Contractor is referred to SANS 1921: 2004: Construction and Management Requirements for Works Contracts, Part 1: General Employer's Agenting and Construction Works, and Part 2: Accommodation of Traffic on Public Roads. These specifications shall be applicable to the contract under consideration and the Contractor shall comply with all requirements relevant to the project.

Certain aspects however require further attention as described hereafter.

PS-5.2 Quality Assurance (QA) (Read with SANS 1921 – 1: 2004 clause 4.4)

The Contractor will be solely responsible for the production of work that complies with the Specifications to the satisfaction of the Employer's Agent. To this end it will be the full responsibility of the Contractor to institute an appropriate Quality Assurance (QA) system on site. The Employer's Agent will audit the Contractor's quality assurance (QA) system on a regular basis to verify that adequate independent checks and tests are being carried out and to ensure that the Contractor's own control is sufficient to identify any possible quality problems which could cause a delay or failure.

The Contractor shall ensure that efficient supervisory staff, the required transport, instruments, equipment and tools are available to control the quality of his own workmanship in accordance with his QA-system. His attention is drawn

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to the fact that it is not the duty of the Employer's Agent or the Employer's Agent's representative to act as foreman or surveyor.

The Employer's Agent's Quality Management System that will be used during Construction in conjunction with the contractor's Quality Assurance System on site is detailed under section, **PARTICULAR SPECIFICATIONS QMS**.

PS-5.3 Management and disposal of water *(Read with SANS 1921 - 1 : 2004 clause 4.6)*

The Contractor shall pay special attention to the management and disposal of water and stormwater on the site. It is essential that all completed works or parts thereof are kept dry and properly drained. Claims for delay and for repair of damage caused to the works as a result of the Contractor's failure to properly manage rain and surface water, will not be considered.

PS-5.4 Disposal of spoil or surplus material *(Read with SANS 1921 - 1 : 2004 clause 4.10)*

The Contractor shall dispose all surplus and unsuitable material in legal spoil areas identified by the Employer's Agent. These spoil areas will be within 5km distance from the site. No overhaul will be paid for disposing of unsuitable material in the designated areas within 5km from the site.

PS-5.5 Testing *(Read with SANS 1921 – 1 : 2004 clause 4.11)***PS-5.5.1 Process control**

The Contractor shall arrange for all tests required for process control to be done by a laboratory acceptable to and approved by the Employer's Agent.

The Contractor may establish his own laboratory on site or he may employ the services of an independent commercial laboratory. Whatever method is used, the Contractor must submit the results of tests carried out on materials and workmanship when submitting work for acceptance by the Employer's Agent. The costs for these tests shall be deemed to be included in the relevant rates and no additional payment will be made for testing as required.

PS-5.5.2 Acceptance control

The process control test results submitted by the Contractor for approval of materials and workmanship may be used by the Employer's Agent for acceptance control. However, before accepting any work, the Employer's Agent may have further control tests carried out by a laboratory of his choice. The cost of such additional tests will be covered by a

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provisional sum provided in the schedule of quantities, but tests that failed to confirm compliance with the specifications, will be for the account of the Contractor.

PS-5.6 Survey beacons (Read with SANS 1921 - 1 : 2004 clause 4.15)

The Contractor shall take special precautions to protect all permanent survey beacons or pegs such as bench-marks, stand boundary pegs and trigonometrical beacons, regardless whether such beacons or pegs were placed before or during the execution of the Contract. If any such beacons or pegs have been disturbed by the Contractor or his employees, the Contractor shall have them replaced by a registered land surveyor at his own cost.

PS-5.7 Existing Services (Read with SANS 1921 - 1 : 2004 clause 4.17)

The Contractor shall make himself acquainted with the position of all existing services before any excavation or other work likely to affect the existing services is commenced.

The Contractor will be held responsible for any damage to known existing services caused by or arising out of his operations and any damage shall be made good at his own expense. Damage to unknown services shall be repaired as soon as possible and liability shall be determined on site when such damage should occur.

PS-5.8 Management of the environment (Read with SANS 1921 - 1 : 2004 clause 4.19)

The Contractor shall pay special attention to the following :

(a) Natural Vegetation

The Contractor shall confine his operation to as small an area of the site as may be practical for the purpose of constructing the works.

Only those trees and shrubs directly affected by the works and such others as the Employer's Agent may direct in writing shall be cut down and stumped. The natural vegetation, grassing and other plants shall not be disturbed other than in areas where it is essential for the execution of the work or where directed by the Employer's Agent.

(b) Fires

The Contractor shall comply with the statutory and local fire regulations. He shall also take all necessary precautions to prevent any fires. In the event of fire the Contractor shall take active steps to limit and extinguish the fire and shall accept full responsibility for damages and claims resulting from such fires which may have been caused by him or his employees.

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PS-5.9 Overhaul

No payment will be made for overhaul on this contract unless provision is made thereof in specific items.

PS-5.10 Security

The Contractor shall provide security watchmen for the contract as he deems fit at no extra cost for the Employer. The Contractor must ensure that all his employees as well as the *employees of his subcontractors are able to identify themselves as members of the construction team.*

PS-6 CONSTRUCTION PROGRAMME**PS-6.1 Preliminary programme**

The Contractor shall include with his tender a preliminary programme on the prescribed form to be completed by all Tenderers. The programme shall be in the form of a simplified bar chart with sufficient details to show clearly how the works will be performed within the time for completion as stated in the Contract Data.

The Contractor shall be deemed to have allowed fully in his tendered rates and prices as well as in his programme for all possible delays due to normal adverse weather conditions and special non-working days as specified in the Special Conditions of Contract, in the Project Specifications and in the Contract Data.

In addition, intermittent disruptions will include for the Employer's Agent's inspections at the following stages:

Level control inspections and compaction tests after roadbed preparation and/or subgrade earthworks

Level control inspections and compaction tests after subbase and base construction.

No additional payments, other than through scheduled items, will be made for these stoppages/disruptions/constraints.

Tenderers are to note that design mixes may be required for materials used in the construction of "Concrete Pavement Surfacing". In his programming, the tenderer must make allowance for this. No additional costs will be allowed for this testing except through scheduled items

The completion period of the contract is to be tendered by the tenderer and is expected not to exceed **SIX MONTHS**.

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PS-6.2 Programme in terms of Clause 5.6 of the General Conditions of Contract

It is essential that the construction programme, which shall conform in all respects to Clause 5.6 of the General Conditions of Contract 2015, be furnished within the time stated in the Contract Data. The preliminary programme to be submitted with the tender shall be used as basis for this programme. The Contractor's attention is also drawn to clause 5.7.3 of the General Conditions of Contract 2015.

PS-7 SITE FACILITIES AVAILABLE**PS-7.1 Contractor's camp site and depot** *(Read with SANS 1921 - 1 : 2004 clause 4.14)*

The Contractor will be permitted to locate his offices, storage facilities, workshops, latrines, etc, on a site approved by the Employer's Agent, in liaison with the community and the owners of farms traversed by the contract or any other appointed representatives. Temporary buildings and fencing are to be neat and presentable and the surrounding areas must at all times be kept in a neat, clean and orderly condition. The Contractor must not cut down or damage any trees nor make any excavation without the written permission of the Employer's Agent and will be required to restore the site to its original condition on completion of the Works.

All buildings and latrines shall be in accordance with the Local Authority and State Health regulations and shall be kept in a clean, sanitary condition to the satisfaction of the Employer's Agent.

PS-7.2 Accommodation of Employees

No employees except for security guards will be allowed to sleep or be accommodated on the site in urban areas.

No housing is available for the Contractor's employees and the Contractor shall make his own arrangements to house his employees and to transport them to site.

No informal housing or squatting will be allowed.

The Contractor shall provide the necessary ablution facilities at his camp site and the site of the works for the use of his employees. Chemical toilets only will be allowed where temporary facilities have to be provided.

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PS 7.3 Source of Water Supply

The Contractor shall make his own arrangements for the supply of water for construction purposes. The source of water shall be subject to the approval of the Employer's Agent.

Should the contractor's source of water be Ugu District Municipality, the contractor will be required to ensure that the water account with Ugu District Municipality is in good standing prior to the issue of completion certificate. The Employer's Agent will withhold any payments until arrears are cleared with Ugu District Municipality.

PS 7.4 Source of Power Supply

The power supply authority is Eskom. The Contractor will be required to make his own arrangements with, and pay all the requisite connection and consumption charges to Eskom for whatever temporary power supplies he may require for his use on the site and his tender will be held to include for all such costs and charges.

PS-8 SITE FACILITIES REQUIRED FOR THE EMPLOYER'S AGENT**PS 8.1 Temporary/Permanent Offices**

The Contractor is to provide a temporary furnished office for use by the Employer's Agent. The offices should be able to accommodate one full time Employer's Agent's Representative and two assistants. A layout of the Employer's Agent's office plan is provided as Drawing J137 – D07.,

PS 8.2 Laboratory Facilities

The Contractor will not be required to provide a testing laboratory on site for use by the Employer's Agent.

PS 8.3 Sanitary Facilities

All latrines shall conform to the requirements of the Local Authority and shall be subject to approval by the Employer's Agent. All sanitary fees and charges due under the Local Authority or State Health Regulations or bylaws shall be paid by the Contractor. Throughout the progress of the contract, all latrines shall be maintained by the Contractor in a clean, sanitary condition to the satisfaction of the Employer's Agent

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PS 8.4 Parking Facilities

The Contractor will be required to provide one covered parking for the Employer's Agent.

PS 8.5 Employer's Agent's Transport

The Contractor will not be required to provide transport for the Employer's Agent's staff.

PS 8.6 Security

The Contractor will be responsible for providing adequate security for the Works and for the site establishment. All costs associated with the provision of security staff shall be borne by the Contractor and should be allowed for in the rates tendered for items in the Schedule of Quantities. No additional payments will be made for security measures taken during the contract period, other than through the schedule items in the Schedule of Quantities.

PS 8.7 Survey Equipment

The contractor shall provide the following survey equipment to the Employer's Agent throughout the duration of the contract:

1. A dumpy level
2. Measuring tape
3. An assistant, when required, to assist the Employer's Agent to operate survey equipment, when provided

PS 8.8 Contract staff to assist the Employer's Agent

The following staff will be recruited by the contractor to assist the Employer's Agent in carrying out his services:

Description of Staff	No. Required	Remarks
Environmental and Occupational Health & Safety Monitoring	One	Provisional sum provided for appointment as directed by the Employer's Agent. Personnel directed by and report to Employer's Agent
Community Liaison Officer	One	

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PS-9 GENERAL SITE FACILITIES REQUIREMENTS**PS 9.1 Existing Services****PS 9.1.1 Care, Damage and Protection**

Known services will be indicated in the tender and contract documents. The Contractor will be responsible for identifying all services with the relevant Service Providers.

The Contractor shall familiarize himself with all services and expose them at the start of the Contract to verify their position and establish their depths.

No additional payment will be made to the Contractor for identifying and locating services. Therefore the Contractor will have to include the costs thereof in the scheduled items in the Schedule of Quantities.

Any information regarding existing services is given in good faith and without guarantee.

PS 9.1.2 Blasting

No blasting will be permitted within 10 m of any structure, pipeline or service unless the Contractor can satisfy the Employer's Agent that his proposed blasting methods and controls are such that no damage will be caused to the adjoining structure, pipeline or service. In any event the Employer's Agent will require the Contractor to plan and execute each blast in such a manner as to ensure that no damage will be caused to any structure, pipeline or service. In addition, the Employer's Agent will require vibro-recordings to be taken at no additional cost to the Employer. No blasting is to be carried out in Eskom servitudes or wayleaves unless the Eskom authorities have been advised in writing three weeks prior to blasting. Where blasting is done adjacent to Eskom power lines, the Contractor shall arrange for a representative of Eskom to be present prior to and during any blast.

PS 9.1.3 Environmental Aspects

The Contractor will be required to plan and undertake his work in a manner that minimises its impact on the natural environment. Trees and other vegetation shall, wherever possible, be left undisturbed. Trees that are marked by the Employer's Agent shall not be damaged and in the event of the Contractor doing so, a penalty will be deducted from monies due to the Contractor.

Every effort shall be made by the Contractor to prevent pollution of the adjacent areas and river and to reduce the noise, dust and fumes emanating from his construction activities.

PS 9.1.4 Dealing with Water

Where necessary, the Contractor shall construct temporary drainage channels to divert ground water from his excavation and excess water must be pumped out.

No compensation for any variation of the actual conditions during construction from the data given will be considered. Neither will additional compensation be considered for data omitted or inaccurately given.

The rates tendered shall allow for the requirements of this clause and all incidentals.

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PS 9.2 Servitudes and Rights of Way

The Employer will, where necessary, obtain permanent servitudes and rights of way along the road routes indicated on the tender drawings. New servitudes will only be registered after completion of the Works.

PS 9.3 Dealing with Damaged Services

In the event of any service being damaged or accidentally disconnected for any reason, the Contractor shall immediately contact the relevant authority for instruction and shall report the occurrence of the incident. The damage is to be repaired as soon as possible to the approval of the Employer's Agent and the authority. The Contractor will be held responsible for paying all costs incurred by the authority or himself as a result of each such incident, where relevant.

PS 9.4 Accommodation of Traffic

The Contractor shall ensure the safe and expeditious passage of traffic at all times and shall provide all necessary temporary road traffic signs, barricades, flagmen, etc to safeguard the travelling public. Any detours or bypasses constructed by the Contractor shall be adequately signposted, as per the South African Road Traffic Signs Manual, and maintained in such a manner as to provide safe and easy passage of traffic.

PS 9.5 Spoil Material

No indiscriminate spoiling of material will be allowed. All surplus or unsuitable material shall be spoiled, levelled and spread in designated areas as directed by the Employer's Agent. All haul will be regarded as freehaul.

PS 9.6 Finishing and Tidying and Defects Liability Period

On no account must rubble and spoil materials, other materials, equipment or unfinished operations be allowed to accumulate in such a manner as to unnecessarily impede the activities of other Contractors or Authorities.

Finishing and tidying must not simply be left until the end of the construction period. The Contractor will be entitled, subject to prior agreement with the Employer's Agent and within reasonable limits, to request that work in a particular area and/or work of a particular discipline, be inspected for partial completion. The specified defects liability period in respect of any specific section of the Works shall commence on the date on which the relevant section is accepted by the Employer's Agent as being completed, i.e. fully commissioned, including finishing and tidying.

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On completion of the Contract the Contractor shall ensure that all materials used in the construction of the temporary Site office, workshop and storage yard are removed from Site. Waste materials such as construction debris and soil contaminated with oil and fuel are to be disposed of at the solid waste disposal site used approved by the Employer's Agent. Prior to the handover of the Site to the Employer, the Contractor and the Employer's Agent will conduct a post construction audit to determine if any additional measures that are to be taken. The Completion Certificate will only be issued after this stage.

PS 9.7 Employee Accommodation

Refer to Subclause 3.2.1 of Section A of Part 2 and Subclause 1.2.1 of Section A of Part 3 of SABS 0120.

The Contractor shall conform in all respects with the provisions of any Act, Regulations or By-Law of the Ray Nkonyeni Municipality, which may be applicable to employee accommodation. Save for a security guard on active duty, no employees may be housed on Site or the Contractor's campsite after normal working hours.

PS 9.8 Employment of Local Labour

The Employer has determined that 100% of the Contractor's unskilled labour force shall be made up from the local community. A labour sub-committee (of a Project Steering Committee) comprising representatives of the community and other stakeholders will be responsible for the recruitment of all local labour. The Contractor will be required to provide details of the numbers of semi-skilled and unskilled workers he will require, together with their anticipated starting dates. The PSC through its labour sub-committee will then make this labour available to the Contractor.

A minimum of 50% of the local labour shall comprise of women and, where appropriate, disabled labour shall be employed. It is a requirement that tenderers acquaint themselves fully with requirements for registration with Unemployment Insurance Fund.

The Employer requires that the successful contractor registers all labour with the Unemployment Insurance Fund. The local labour rate has been determined at R196 per day per labourer (based on a 8 hour working day at R24.50/hour) or R196.00 per task. The task for excavation by hand has been agreed at 2,4 m³/day (e.g. 0,76 m x 1,0 m x 3,15 m).

During project execution, the successful contractor will be required to provide progress reports indicating to what level these requirements have been met.

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PS 9.9 Frequency of Labour Wages Payments

The contractor will be required to pay labour on a fortnightly/monthly basis

PS 9.10 Training and Capacity Building

During project execution, it is the desire of the Employer that an identified number of community members receive appropriate level of non accredited training in either roadworks activities or construction management activities. Within 14 days of appointment, the successful contractor will be required to provide, together with his method statement, a proposal for consideration by the Project Steering Committee for activities in which the community members can receive training. This proposal will be considered by the Project Steering Committee after which the Contractor will be given an instruction on the training to provide. Training will be provided to local labour that is already in the employ of the contractors as per clause PS 9.8. It must be noted that the Contractor will be required to pay the labour based on their daily rates indicated in PS 9.8.

The contractor will be required to provide a training diary and report indicating the following to be updated monthly:

1. Details of persons receiving training
2. What areas there have been trained in
3. Performance of the trainees
4. Further training still to be done

Should the contractor fail to provide this training, the Employer reserves the right to seek training from alternative sources. In that case, the cost of the training sought will be deductible from any monies due to the contractor.

PS 9.11 PORTION OF WORK CONSTRUCTED USING LABOUR INTENSIVE METHODS

The Ray Nkonyeni Municipality intends to use all construction contracts as a tool for creating employment opportunities for the local communities. It is therefore imperative that, as far as possible, work is done using the labour pool recruited in accordance PS9.9. As a minimum, the following activities are to be undertaken using labour intensive methods:

Clearing and grubbing

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Removal of trees/hedges/fences

Excavation of pipe trenches

Construction of gabions

Construction of concrete lined side drains

Construction of kerbing and channelling

Road Marking

Headwalls and other drainage structures

PS-10 REQUIREMENTS FOR ACCOMMODATIONPS-10.1 General

The Contractor will be responsible for the safe and easy passage of public traffic past and on sections of roads of which he has occupation or where work has to be done near traffic.

Accommodation of traffic, where applicable shall comply with SANS 1921-2: 2004: Construction and Management Requirements for Works Contracts, Part 2: Accommodation of Traffic on Public Roads occupied by the Contractor. The Contractor shall obtain this specification from Standards South Africa if accommodation of traffic will be involved on any part of the construction works.

PS-10.2 Basic Requirements

The travelling public shall have the right of way on public roads, and the Contractor shall make use of approved methods to control the movement of his equipment and vehicles so as not to constitute a hazard on the road.

The Contractor shall ensure that all road signs, barricades, delineators, flagmen and speed controls are effective and that courtesy is extended to the public at all times.

Failure to maintain road signs, warning signs or flicker lights, etc, in a good condition shall constitute ample reason for the Employer's Agent to suspend the work until the road signs, etc, have been repaired to his satisfaction.

The Contractor may not commence constructional activities affecting existing roads before adequate provision has been made to accommodate traffic in accordance with the requirements of this document and the South African Road Traffic Signs Manual.

The Contractor shall construct and maintain all temporary drainage works necessary for temporary deviations.

The Contractor shall provide and grant access to persons whose properties fall within or adjoin the area in which he is working.

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PS-10.3 Traffic Safety Officer

Where warranted by traffic conditions on or near the site, the Contractor shall nominate a suitable member of his staff as traffic safety officer to be responsible for the arrangement and maintenance of all the measures for the accommodation of traffic for the duration of the project. Duties of the traffic safety officer shall be as set out in SANS 1921 Part 2 and shall also be in compliance with the Occupational Health and Safety Act No 85 of 1993 and the Construction Regulations 2003.

PS-10.4 Payment

The Contractor's tendered rates for the relevant items in the Bill of Quantities shall include full compensation for all possible additional costs which may arise from this, and no claims for extra payment due to inconvenience as a result of the modus operandi will be considered.

Items that may be considered for payment are specified in SABS 1200 Standardized Specifications and the related project specification

PS-11 OCCUPATIONAL HEALTH AND SAFETY (*Read with SANS 1921 - 1: 2004 clause 4.14*)**PS-11.1 General statement**

It is a requirement of this contract that the Contractor shall provide a safe and healthy working environment and to direct all his activities in such a manner that his employees and any other persons, who may be directly affected by his activities, are not exposed to hazards to their health and safety. To this end the Contractor shall assume full responsibility to conform to all the provisions of the Occupational Health and Safety Act No 85 and Amendment Act No 181 of 1993, and the OHS Act 1993 Construction Regulations 2003 issued on 18 July 2003 by the Department of Labour.

For the purpose of this contract the Contractor is required to confirm his status as mandatar and employer in his own right for the execution of the contract by entering into an agreement with the Employer in terms of the Occupational Health and Safety Act by executing the Agreement form C1.2.4 included in Section C1: Agreements and Contract Data.

PS-11.2 Health and Safety Specifications and Plans to be submitted at tender stage**(a) Employer's Health and Safety Specification**

The Employer's Health and Safety Specification will be included in the tender documents as part of the Project Specifications.

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(b) Tenderer's Health and Safety Plan

The successful Tenderer shall, on receipt of notification that he has been awarded the contract, submit without delay his own documented Health and Safety Plan for the execution of the work under the contract. His Health and Safety Plan must at least cover the following:

- (i) a proper risk assessment of the works, risk items, work methods and procedures in terms of Regulations 7 to 28;
- (ii) pro-active identification of potential hazards and unsafe working conditions;
- (iii) provision of a safe working environment and equipment;
- (iv) statements of methods to ensure the health and safety of subcontractors, employees and visitors to the site, including safety training in hazards and risk areas (*Regulation 5*);
 1. monitoring health and safety on the site of works on a regular basis, and keeping of records and registers as provided for in the Construction Regulations;
 2. details of the Construction Supervisor, the Construction Safety Officers and other competent persons he intends to appoint for the construction works in terms of Regulation 6 and other applicable regulations; and
 3. details of methods to ensure that his Health and Safety Plan is carried out effectively in accordance with the Construction Regulations 2003.

The Contractor's Health and Safety Plan will be subject to approval by the Employer, or amendment if necessary, before commencement of construction work. The Contractor will not be allowed to commence work, or his work will be suspended if he had already commenced work, before he has obtained the Employer's written approval of his Health and Safety Plan.

Time lost due to delayed commencement or suspension of the work as a result of the Contractor's failure to obtain approval for his safety plan, shall not be used as a reason to claim for extension of time or standing time and related costs

PS-11.3 Cost of compliance with the OHS Act Construction Regulations

The rates and prices tendered by the Contractor shall be deemed to include all costs for conforming to the requirements of the Act, the Construction Regulations and the Employer's Health and Safety Specification as applicable to this contract. Should the Contractor fail to comply with the provisions of the Construction Regulations, he will be liable for penalties as provided in the Construction Regulations and in the Employer's Health and Safety Specification.

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Items that may qualify for remuneration will be specified in the Safety Specifications included or in the Project specifications.

PS-12 ADVERSE WEATHER CONDITIONS

In terms of Clause 5.12 of the General Conditions of Contract 2015, extension of time will be considered for **abnormal rainfall**. The numbers of days per month on which work is expected not to be possible as a result of **normal rainfall**, and for which the Contractor shall make provision in his tendered rates, prices and programme, are listed in Table PS-12.1 hereafter. Only the number of days lost as a result of adverse weather conditions, exceeding the number of days listed in Table PS-12.1, will qualify for consideration of extension of time.

During the execution of the Works, the Employer's Agent's Representative will certify a day lost due to abnormal rainfall and adverse weather conditions only:

if no work was possible on the relevant working day on any item which is on the critical path according to the latest approved construction programme; or if less than 30% of the work force and plant on site could work during that specific working day.

Extension of time as a result of abnormal rainfall and adverse weather conditions shall be calculated monthly being equal to the number of working days certified by the Employer's Agent's Representative as lost due to rainfall and adverse weather conditions, less the number of days allowed for as in Table PS-12.1, which could result in a negative figure for certain months. The total extension of time as a result of abnormal climatic conditions for which the Contractor may apply, shall be the cumulative algebraic sum of the monthly extensions. Should the sum thus obtained be negative, the extension of time shall be taken as nil."

TABLE PS-12.1: Expected Number of Working Days Lost Per Month Due to Normal Rainfall

MONTH	Expected number of working days lost as result of normal rainfall
January	*5
February	5
March	4
April	1
May	1
June	1
July	1
August	2
September	3
October	4

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November	
December	5
TOTAL	32 days

(The figures in Table PS-12.1 are based on information obtained from the Weather Bureau, Department of Environment Affairs, Durban. The average monthly rainfall figures quoted, are included for information only, and shall not be taken into consideration for calculation of extension of time. The number of working days lost for December and January allows for the builders' holidays from 11 December to 4 January.)

PS-13 SITE MEETINGS AND REPORTING

The Contractor will be required to attend site meetings organised by the Employer's Agent. In these meetings he (the Contractor) will be required to provide progress reports and other reports to monitor the outputs of the contractor, as may be required from time to time, to be presented in a format prescribed by the Employer's Agent. The frequency of such meetings will be monthly, as a minimum. However the frequency can be reviewed, depending on the progress of the contract.

The Employer will be present at such meetings.

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F.5.3 PROJECT SPECIFICATION PORTION 2 - SABS 1200 PSA: GENERAL**PSA- 1 INTRODUCTION**

In certain clauses the standard, standardized and particular 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 alternative or additional requirements applicable to this contract are contained in this part of the project specifications. It also contains 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 PS 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 payment item, which does not form part of a clause or a payment item in the standard specifications and which is included here, is also prefixed by PS, but followed by a new number which follows on the last clause or item number used in the relevant section of the standard specifications.

PSA-3 MATERIALS**PSA-3.1 Quality**

Where there is a standardization mark programme for any material, all such material supplied shall bear the official standardization mark.

Alternative materials or equipment proposed by the Contractor shall be tested. The test, as well as the materials or equipment, shall be approved by the Employer's Agent prior to any such materials or equipment being built into the works and all costs involved in testing shall be deemed to be included in the rates tendered.

PSA-3.3 Applicable Standards for Cement (*Additional Subclause*)

The standard cement specifications SABS 471, SABS 626, SABS 831 and SABS 1466, referred to in clause 3.3, have been withdrawn and are replaced by the new SANS 50197-1 and -2: Common cements, and SANS 50413-1 and -2: Masonry cement. These specifications will be applicable to this contract, and the descriptions and types of cements specified, will be based on the designations as defined in these specifications.

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PSA-4. PLANT**PSA-4.2 Contractor's Office, Stores and Services**

The Contractor's camp shall be kept neat and clean at all times and all surplus or rejected material shall be removed from the site.

PSA-5 CONSTRUCTION**PSA 5.1 Survey****PS A 5.1.1 Setting Out Of The Works**

Substitute the first sentence in A 5.1.1 with the following:

“Setting out of the works is the sole responsibility of the Contractor and shall be done from survey beacons identified by the Employer’s Agent. The Contractor shall, within two (2) weeks after the site has been handed over to him, confirm himself that the survey beacons are correct. Any discrepancy shall immediately be reported in writing to the Employer’s Agent. Any costs or subsequent costs arising from discrepancies, which had not been reported to the Employer’s Agent within the aforementioned period, shall be the sole responsibility of the Contractor. A grid of final terrace levels over the site of the works will be issued to the Contractor at the commencement of the contract and it is the Contractors responsibility to preserve all setting out pegs based on this information as given for the duration of the contract.”

PS A 5.4 Protection Of Overhead And Underground Services

Add the following paragraph :

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

PSA-5.8 Ground and access to works

Add the following:

On completion of operations the Contractor shall restore the ground surface, wherever it may have been disturbed, to its original condition by filling in all ruts with material similar to the material within the rut and levelling the ground and, where necessary, planting grass and shrubs as may be required. Any boundary

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fences which have been removed or damaged by his operations and activities shall be repaired and/or reinstated at the Contractor's expense".

PSA-5.9 Accommodation of Traffic (*additional subclause*)

Where construction work has to be carried out on or near public roads, the Contractor shall deal with traffic as specified in SANS 1921-2 (2004): Construction and Management Requirements for Works Contracts, Part 2 : Accommodation of Traffic on Public Roads occupied by the Contractor. The Contractor is also referred to Project Specification PS-9.

PSA-8. MEASUREMENT AND PAYMENT

PSA-8.3 Scheduled fixed-charge and value-related items

PSA-8.3.2 Establishment of Facilities on the Site

PSA-8.3.2.1 Facilities for the Employer's Agent

Add the following additional sub-items:

(d)	Carports (<i>state number</i>)	Unit : Sum
-----	----------------------------------	------------

The tendered rate shall cover all costs as specified in Subclause 8.3.2.3 of SABS 1200 A (and 5.5 of SABS 1200 AB to provide these facilities as specified in Clauses PSAB-3.2, 3.3 and 4.2 if applicable).

PSA-8.3.2.2 Facilities for Contractor

For this contract the facilities for the Contractor will not be measured and paid for separately as itemised in Subclause 8.3.2.2. The subitems (a) to (j) will be consolidated into one item and payment under item PSA-8.3.2.2 shall be deemed to cover all these subitems.

PSA-8.4 Scheduled time-related items

PSA-8.4.2 Operation and maintenance of Facilities on Site

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PSA-8.4.2.1 Facilities for Employer’s Agent

Add the following additional subitems:

- (e) Carports Unit : Sum
- (f) Survey instruments Unit : Sum

The rates tendered shall cover all costs as specified in Subclause 8.4.2.3 of SABS 1200 A and 5.5 of SABS 1200 AB to operate and maintain these facilities as specified in Clauses PSAB-3.2, 3.3 and 4.2.

PSA-8.4.2.2 Facilities for Contractor

Consolidate subitems (a) to (j) of Clause 8.4.2.2 into one item as in PSA-8.3.2.2. Payment under PSA-8.4.2.2 shall be deemed to cover subitems (a) to (j).

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F.5.4 PROJECT SPECIFICATION PORTION 2 -SABS 1200 PSD: EARTHWORKS**PSD EARTHWORKS**

The Contractor is referred to SANS 1921 - 5: Earthworks activities which are to be performed by hand

PSD-3 MATERIALS**PSD-3.1 Classification for excavation purposes****PSD-3.1.2 Classes of excavation**

The classes of excavation in clause 3.1.2 shall in general apply to all excavations where use is made of conventional methods and plant and equipment.

Where labour-intensive methods applicable to targeted labour are specified, soft excavations shall be defined as follows:

“PSD-3.1.2(a) Soft excavation

Soft excavation for labour-intensive work where excavations are to be carried out by hand methods, shall be excavation in material that can be efficiently removed and loaded with picks, shovels and other hand tools by an average able-bodied person or group of persons. Soft excavation shall include small boulders that can be removed by hand methods.

Soft excavation can be further broken down by introduction of an additional class such as “Soft Excavation Class A”, which is excavation defined as soft, but which can only be excavated with difficulty.

The criteria for classifying Soft Excavation Class A shall be as follows:

Granular material: - dense material with high resistance to penetration by the point of a geological pick; several blows are required for removal of material; 7 to 15 blows of the dynamic cone penetrometer are required to penetrate 100 mm; and

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<u>Cohesive materials</u> -	stiff to very stiff material requiring 6 to 8 blows of the dynamic cone penetrometer to penetrate 100 mm, where:
<u>"stiff" material</u>	can be indented by thumbnail; slight indentation produced by pushing a geological pick point into the soil; cannot be moulded by fingers; and where:
<u>"very stiff" material</u>	can be indented by thumbnail with difficulty; slight penetration of point produced by blow of geological pick.

Where soft excavation class A material is encountered, it shall be measured and paid for as an extra over soft excavation.

PSD-5 CONSTRUCTION

PSD-5.1 Precautions

PSD-5.1.1 Safety

PSD-5.1.1.2 Safeguarding of excavations

1. Add the following subparagraph:

- “(g) The Contractor or his agent or his representative shall **not** require or allow any person to work under unsupported overhanging material or in an excavation which is more than 1,5 m deep, and any excavation which has not been adequately supported or braced if there is a danger of the overhanging material or the sides of the excavation collapsing. The support, shoring or bracing to be designed and constructed by the Contractor, shall be strong and sturdy enough to support the sides of the excavation in question.”

PSD-5.2.2.1 Excavations for general earthworks and for structures

1. Add the following additional subparagraph:

- “(f) The Contractor shall so plan his cut-to-fill operations that all excavated material is used in the manner that is most appropriate.

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The Contractor shall conserve all suitable surplus material and he shall not borrow, spoil or waste any material unnecessarily. If excavated material designated for a particular purpose become contaminated, is incorrectly used or becomes unavailable through injudicious planning of excavation operations, the Contractor shall replace the contaminated material and make good any shortfall with material of quality at least equal to that of the said selected material.

Where selection of excavated material is required, the method of excavation shall be so arranged as to avoid double handling. Wherever possible excavated material shall be placed in its final position without being stockpiled. If stockpiling is unavoidable, materials intended for different uses shall be stockpiled separately

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F.5.5 PROJECT SPECIFICATION PORTION 2 - SABS 1200 PSDB: EARTHWORKS (PIPE TRENCHES)**PSDB-5 CONSTRUCTION****PSDB- 5.1 Precautions****PSDB-5.1.5 Trench Excavations (additional subclause)**

The precautions for excavations as specified in Clause 5.1.1 of Section 1200 D, 1200 DA, and the relevant clauses in PSD and PSDA, shall also apply to all trench excavations.

The Contractor shall take all the steps necessary to ensure that no person is required or allowed to work in a trench or any other unsupported overhanging excavation which is more than 1,5 m deep, and any excavation which has not been adequately supported, shored or braced if there is any danger whatsoever of the sides of the excavation collapsing. The support, shoring or bracing to be designed and constructed by the Contractor, shall be strong and sturdy enough to support the sides of the excavation in question.

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F.5.6 PROJECT SPECIFICATION PORTION 2 - SABS 1200 GA: CONCRETE (SMALL WORKS)**PSG/PSGA-3 MATERIALS****PSG/PSGA-3.2 Cement**PSG/PSGA-3.2. 1 Applicable specifications

The standard cement specifications SABS 471, SABS 626, SABS 831, SABS 1466 and SABS 1491, have been withdrawn and are replaced by SANS 50197-1: Common cements, and SANS 50413-1: Masonry cement. These specifications will be applicable to this contract and the descriptions and types of cements, where specified, will be based on the designations as defined in these specifications.

PSG/PSGA-5.4.1.4 Prescribed mix concrete

Add the following :

“The structural concrete in this contract shall comply with the following specification.

1. The minimum 28 day strength shall be as specified in drawings
2. The maximum water/cement ration shall be 0.42
3. The minimum cement content shall be 400 kg/m³
4. The cement used must be extended with a minimum of 30% Fly Ash or 50% GGBS

A detailed mix design by an approved concrete testing laboratory before any concrete is poured in the works and provision shall be made by the contractor for the cost of the design in his rates.

PSG/PSGA-8 MEASUREMENT AND PAYMENT**PSG/PSGA-8.1 Measurement and Rates**PSG/PSGA-8.1.2 Reinforcement

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Replace subclause 8.1.2.2 with the following:

“Mild steel and high tensile steel will be measured by mass for the diameters or range of diameters as scheduled.”

Welded mesh will be scheduled separately for each type and mass per square metre of mesh.”

Replace subclause 8.1.2.3 with the following:

“PSGA-8.1.2.3 The unit rate for steel bars shall cover the cost of supply, cutting, bending, placing in position, and fixing of the reinforcing and supporting steel scheduled. The rate shall also include the provision of all spacer devices and binding wire, as well as the cost of tests in terms of SANS 920.”

“The unit rate for welded mesh shall cover the supply, cutting and placing of mesh, as well as the cost of all waste due to laps.”

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F.5.7 PROJECT SPECIFICATION PORTION 2- SABS 1200 LB: BEDDING (PIPES)**PS LB 3.3 BEDDING**

Add the following to LB 3.3:

All pipes shall be classified as rigid pipes and shall be laid on a Class C bedding except sub soil drainage, which shall be classified as flexible pipes.

LB 5 CONSTRUCTION**LB 5.1 General****PS LB 5.1.4 Compacting**

Substitute "90 % of mod AASHTO" in LB 5.1.4 with "93 % of mod AASHTO (100 % for sand)".

LB 8 MEASUREMENT AND PAYMENT**LB 8.2 Scheduled Items****PS LB 8.2.2.4 From stockpile (provisional)**

- a) Selected granular material Unit : m³
- b) Selected fill material Unit : m³

The rate shall cover the cost of obtaining, handling and transport regardless the distance, of the required bedding material from the stockpile, the delivery thereof at positions that are spaced along the trench in such a way as suits the working method of the Contractor, as well as the removal of material displaced by this importation within the free-haul distance.

F.5.8 PROJECT SPECIFICATION PORTION 2 - SABS 1200 LE: STORMWATER DRAINAGE**PS LE 3 MATERIALS****PS LE 3.1.1 Material for Subsoil Drainage****PS LE 3.1.1.1 Pipes**

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Pipes for subsoil drainage shall be uPVC pipes complying with the requirements of SABS 791, but shall be perforated or slotted.

The size of perforations in perforated pipes shall in all cases be 8 mm in diameter \pm 1,5 mm and the number of perforations per metre shall be not less than 26 for 110 mm pipes and 52 for 160 mm pipes. Perforations shall be spaced in two rows for 110 mm pipes and in three rows for 160 mm pipes.

Slotted pipes shall have a slot width of 8 mm \pm 1,5 mm. The arrangement of slots shall be subject to the Employer's Agent's approval, but the total slot area shall be not less than that presented for perforations.

Pipes without slots or perforations required for conveying ground water from the subsoil drainage proper to the point of discharge, shall be uPVC pipes as specified above.

PS LE 3.1.1.2 Crushed-stone

Crushed-stone in subsoil drains shall be 19 mm single-sized stone complying with the grading requirements of stone for concrete in SABS 1083.

PS LE 3.1.1.3 Geotextile Blanket

The geotextile blanket around subsoil drains shall comply with the requirements of PS DK 3.1.4 in all respects.

PS LE 3.1.1.4 Sand

Sand obtained from approved commercial sources shall be clean, hard and durable and shall comply with the following grading requirements:

D15 : 0,2 mm to 0,4 mm

D85 : 1,2 mm to 4,7 mm

LE 5 CONSTRUCTION**LE 5.1 Trench Bottom****PS LE 5.1.3 Unsuitable Founding Conditions**

Substitute "90 % of MAASHTO maximum density" in LE 5.1.3 with "90 % of MAASHTO maximum density (100 % for sand)".

LE 5.2 BEDDING AND LAYING

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PS LE 8.2.14 Supply and Install Subsurface Drains According to Drawings **Unit : m**

The length shall be measured on the centre line of the completed subsurface drain.

The rate shall cover the cost of supplying, transporting, off-loading and installing all materials as well as for cutting, wasting, overlapping and installing of the materials where applicable.

**F.6 PARTICULAR SPECIFICATION: PES - ENVIRONMENTAL
MANAGEMENT SPECIFICATION****EMPLOYER'S ENVIRONMENTAL MANAGEMENT SPECIFICATION FOR ENVIRONMENTAL MANAGEMENT OF
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PS EMP ENVIRONMENTAL MANAGEMENT PLAN

The environmental management specification applicable to this contract is included in this section of these documents.

The Environmental Management Specification must be adhered during construction. The Employer's Agent will notify the Contractor of a breach of specification and supply a time period within which remedial action will need to be carried out. Should the time period elapse then the penalty will be imposed and the sum deducted from the following month's certificate.

At the time of tender the Contractor shall nominate two people who will be responsible for ensuring that the Contractor's team and sub-contractors comply with the environmental management requirements of this contract. While the positions are only part time, these staff members will be called upon from time to time to deal with any events that are not in compliance with the specifications.

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F.6 EMPLOYER'S ENVIRONMENTAL MANAGEMENT SPECIFICATION FOR ENVIRONMENTAL MANAGEMENT OF CONSTRUCTION PROJECTS**F6.1 INTRODUCTION****F.6.1.1 SCOPE**

This specification is additional to the South African Bureau of Standards Standardised Specification for Civil Engineering Contracts and must be read in conjunction with the said specification.

This specification covers the principles, responsibilities and requirements generally applicable to implement effective environmental management during the execution of any construction contract. The aim of this specification is to ensure that construction activities are conducted in an environmentally and socially responsible manner.

F.6.1.2 INTERPRETATIONS

This specification contains clauses that are generally applicable to the implementation of effective environmental management on construction contracts. Interpretations of, and variations to, this specification are set out in the project specification.

F.6.1.2.1 Supporting specifications:

Reference is made to the SABS 1200 standards which are to be read in conjunction with this specification. All aspects of these SABS requirements which are relevant to environmental management during construction contracts will apply.

F.6.1.2.2 Principles

The following principles should be considered at all times during construction phase activities:

1. The Environment is considered to be composed of both biophysical and social components.
2. Construction is a disruptive activity and all due consideration must be given to the environment, particularly the social environment, during the execution of a project to minimise the impact on affected parties.
3. Minimisation of areas disturbed by construction activities will minimise many of the construction related environmental impacts of the project and reduce rehabilitation requirements and costs.

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4. As minimum requirements, all relevant standards relating to international, national, provincial and local legislation, as applicable, shall be adhered to. This includes requirements relating to waste emissions (e.g. hazardous, airborne, liquid and solid), waste disposal practices, noise regulations, road traffic
5. All effort should be made to minimise, reclaim or recycle 'waste' material.

F.6.1.3 DEFINITIONS

For the purpose of this specification, the definitions given in SABS 1200 shall apply.

Additional definitions which shall apply to this specification are as follows:

Environmental Control Officer: Either an Employer's staff member or an Environmental Consultant assigned to the project on a part or full-time basis. The Environmental Control Officer will be part of the Project staff and will advise the Engineer on all environmental matters relating to the works, in terms of this specification and the project specification, if applicable.

Environmental Officer: Either an Employer's employee (e.g. Quality Assurance Inspector) or Consultant designated to monitor the implementation and compliance with the environmental specifications and environmental management plan on a daily basis.

Cleared surface: "surface vegetation" as referred to in SABS 1200 C 2.3 will be deemed to be any woody or herbaceous vegetation but exclude grasses, sedges, rushes and reeds. Clearing and grubbing shall for the purpose of this specification mean the removal of all woody and herbaceous vegetation including stumps, but excluding grass and groundcover vegetation.

Engineer: Is to read Engineer or Supervisor (in the case of the NEC contract), whichever is applicable to the Contract.

Interested and Affected Parties (IAP): All persons who may be affected by the project either directly or indirectly, or who have an interest or stake in the area to be affected by the project. IAPs include landowners, tribal or local authorities, public interest groups etc.

Liquid Waste Stream: Any reagent solutions, fuels, oils, greases, contaminated run-off, sewerage and wash water, etc.

Open Trench: Open trench will, for the purpose of this specification, be deemed to include: clearing and grubbing; stripping of topsoil; trenching; placing of bedding; pipe-laying; placing of selected fill; backfilling to ground level; removing excess material; construction of cross berms to channel water (if required); and replacement of topsoil to final finished level (refer to Figure 1: Appendix A).

Progressive Reinstatement: Reinstatement of disturbed areas to topsoil profile on an ongoing basis, immediately after selected construction activities (e.g. backfilling of a trench) are completed. This allows for passive rehabilitation (i.e. natural recolonisation by vegetation) to commence. See also 'Open Trench' and 'Rehabilitation'.

Project Manager: The person responsible for co-ordinating and integrating activities across multiple, functional lines.

Rehabilitation: Rehabilitation is defined as the return of a disturbed area to a state which approximates the state (where possible) which it was before disruption. Rehabilitation for the purposes of this specification is aimed at post-reinstatement revegetation of a disturbed area and the ensurance of a stable land surface. Revegetation should aim to accelerate the natural succession processes so that the plant community develops in the desired way, i.e. promote rapid vegetation establishment.

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Riparian vegetation: Vegetation occurring on the banks of a river or stream (i.e. vegetation fringing a water body). In this specification, riparian vegetation in terms of removal, storage and replacement (see F.63 17.1 and F.63 17.2), is only applied to sedge, grass, ground-cover, reed, bulrush, or herbaceous component of riparian vegetation and excludes the woody component.

Sedges: Grass-like plants growing in wetland/ marshy areas or adjacent to water.

Subsoil: Subsoil is the soil horizons between the topsoil horizon and the underlying parent rock. Subsoil often has more clay-like material than the topsoil. Subsoil is of less value to plants, in terms of nutrient (food) and oxygen supply, than topsoil. When subsoil is exposed it tends to erode fairly easily.

Timeous: At least 5 working days prior to an activity.

Topsoil: This is defined as the A horizon of the soil profile. Topsoil is the upper layer of soil from which plants obtain their nutrients for growth. It is often darker in colour, due to the organic (humic) fraction. Topsoil is deemed for the purposes of this specification as the layer of soil from the surface to the specified depth required for excavation (see F.63 5.3, relevant SABS 1200 clause and project specification). Where topsoil is referred to, it is deemed to be both the soil and grass / ground cover fraction. (see 'Cleared Surface')

Veld: This is defined for the purpose of this specification as unimproved natural vegetation areas (e.g. grasslands).

Water body: Any open body of water including streams, dams, rivers, lakes, and the sea.

Wetland: A seasonally, temporally, or permanently wet area which also may exhibit a specific vegetation community. It is often marshy in character.

Wetland Vegetation: Vegetation which is indicative of a wetland environment - for example, sedges, rushes, reeds, hydrophilic grasses and ground-covers, but for the purposes of this specification excludes woody species.

Xeriscaping: Landscaping with vegetation which has a low water usage. The objective is to conserve as much water as possible, whilst still beautifying an area (i.e. conservation and aesthetics). Concept embraces utilising indigenous as opposed to exotic plants.

F.6.1.4 ABBREVIATIONS

DWAF : Department of Water Affairs and Forestry

ECO : Environmental Control Officer

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EMP	: Environmental Management Plan
EMPR	: Environmental Management Programme Report
EO	: Environmental Officer
IAPs	: Interested and Affected Parties
IEM	: Integrated Environmental Management
MSDS	: Material Safety Data Sheet
NEC	: New Engineer Contract or The Engineering and Construction Contract

☞ : Indicates the project specification must be referred to, to clarify the clause.

F.6.1.5 DRAWINGS

Drawings referred to in this specification are included in C4.4 Drawings of Section C4 Site Information.

F.6.1.6 FORMS

Forms referred to in this specification are attached to this environmental specification.

F.6.1.7 CONDITIONS OF CONTRACT**F.6.1.7.1 Duties and Powers of the Project Manager**

The Project Manager is ultimately responsible for ensuring compliance with the environmental specification and upholding the Employer's Environmental Policy on a project.

The Project Manager:

6. arranges information meetings for or consults with IAPs about the impending construction activities;
7. may on the recommendation of the Engineer and /or Environmental Officer order the Contractor to suspend any or all works on site if the Contractor or his SubContractor/ supplier fails to comply with the said specifications;
8. maintains a register of complaints and queries by members of the public at the site office as per attached pro-forma. This register is forwarded to the Environmental Control Officer on a monthly basis.

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F.6.1.7.2 Duties and Powers of the Engineer / Supervisor (NEC)

The Engineer or Supervisor is responsible for:

9. enforcing the environmental specification on site;
10. monitoring compliance with the requirements of the specification;
11. assessing the Contractor's environmental performance in consultation with the Environmental Officer from which a brief monthly statement of environmental performance is drawn up for record purposes;
12. documenting, in conjunction with the Contractor, the state of the site prior to construction activities commencing. This documentation will be in the form of photographs or video record.

F.6.1.7.3 Duties and Powers of the Environmental Control Officer

The Environmental Control Officer:

13. briefs the Contractor about the requirements of the Environmental Specification and/ or Environmental Management Plan, as applicable;
14. advises the Project Manager and Engineer/ Supervisor about the interpretation, implementation and enforcement of the Environmental Specification and other related environmental matters;
15. attends site meetings, as necessary;
16. monitors the Constructor's compliance with this specification and the project environmental specification as applicable;
17. undertakes periodic audits of the effectiveness of the environmental specifications on the site;
18. communicates environmental policy issues to the Project Manager;
19. provides technical advice relating to environmental issues to the Engineer/ Supervisor and Project Manager;
20. reports on the performance of the project, in terms of environmental compliance.

F.6.1.7.4 Duties and Powers of the Environmental Officer

The Environmental Officer:

21. attends site meetings;
22. monitors the site for compliance with the Environmental Specification and EMP;
23. reports on the performance of the project in terms of environmental compliance to the ECO and Project Manager as per the pro-forma attached;
24. liaises with the ECO on matters of policy and those requiring clarity and advice.

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F.6.1.7.5 Extent of the Contractor's Obligations

The Contractor is required to:

25. provide information on previous environmental management experience and company environmental policy;
26. supply method statements for all activities requiring special attention as specified and/or requested by the Project Manager, Environmental (Control) Officer and/or Engineer during the duration of the Contract;
27. be conversant with the requirements of this environmental specification and the project specification as applicable;
28. brief his staff about the requirements of the environmental specification;
29. comply with requirements of the Environmental (Control) Officer in terms of this specification and the project specification, as applicable, within the time period specified;
30. ensure any sub-Contractors/ suppliers who are utilised within the context of the contract comply with the environmental requirements of the Employer, in terms of the specifications. The Contractor will be held responsible for non-compliance on their behalf;
31. bear the cost of any delays, with no extension of time granted, should he or his Sub-Contractors/ Suppliers contravene the said specifications such that the Engineer orders a suspension of work. The suspension will be enforced until such time as the offending party(ies), procedure, or equipment is corrected;
32. bear the costs of any damages/ compensation resulting from non-adherence to the said specifications or written site instructions;
33. comply with all applicable legislation in terms of 7.6 below;
34. ensure that he informs the engineer timeously of any foreseeable activities which will require input from the Environmental (Control) Officer.

The Contractor will conduct all activities in a manner that minimises disturbance to directly affected residents and the public in general, and foreseeable impacts on the environment.

F.6.1.7.6 Compliance with Applicable Laws

The supreme law of the land is "The Constitution of the Republic of South Africa", which states:

"Every person shall have the right to an environment which is not detrimental to his or her health or well being"

Laws applicable to protection of the environment in terms of Environmental Management (and relating to construction activities) include but are not restricted to:

Animals Protection Act, Act No 71 of 1962

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Atmospheric Pollution Prevention Act, No 45 of 1965

Conservation of Agricultural Resources Act, No 43 of 1983

Environmental Conservation Act, No 73 of 1989

Environmental Planning Act, Act No 88 of 1967

Fertilisers, Farm Feeds, Agricultural Remedies and Stock Remedies Act, No 36 of 1947

Forest Act, No 122 of 1984

Forest and Veld Conservation Act, Act No 13 of 1941

Hazardous Substances Act, No 15 of 1973

Lake Areas Development Act No 34 of 1975

Land Survey Act, No 9 of 1921

Minerals Act, No 50 of 1991

Mountain Catchment Act, No 63 of 1970

National Monuments Act, No 28 of 1969

National Parks Act, No 57 of 1976

National Resources Development Act, Act no 51 of 1947

Occupational Health and Safety Act, No 85 of 1993

Provincial and Local Government Ordinances and Bylaws

Soil Conservation Act, Act No 76 of 1969

Water Act, No 54 of 1956

Water Services Act No 108 of 1997

and all regulations framed thereunder and amendments there to.

F.6.1.7.7 Compliance with the Environmental Specification

The Contractor is deemed not to have complied with the Environmental Specification if:

35. within the boundaries of the site, site extensions and haul/ access roads there is evidence of contravention of clauses;
36. if environmental damage ensues due to negligence;
37. the Contractor fails to comply with corrective or other instructions issued by the Project Manager or Engineer within a specified time,
38. the Contractor fails to respond adequately to complaints from the public.

Application of a penalty clause will apply for incidents of non-compliance. The penalty imposed will be per incident. Unless stated otherwise in the project specification, the penalties imposed per incident or violation will be:

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Failure to demarcate working servitudes	R1000
Working outside of the demarcated servitude	R2000
Failure to strip topsoil with intact vegetation	R1000
Failure to stockpile topsoil correctly	R500
Failure to stockpile materials in designated areas	R500
Pollution of water bodies (including increased suspended solid loads)	R1000
Failure to control stormwater runoff	R1000
Failure to provide adequate sanitation	R500
Unauthorised removal of woody vegetation	R2000
Failure to erect temporary fences	R500
Failure to provide adequate waste disposal facilities and services	R500
Failure to reinstate disturbed areas within the specified time-frame	R3000
Failure to rehabilitate disturbed areas within the specified time-frame	R3000
Any other contravention of the project specific specification	R400
Any other contravention of the particular (general) environmental specification	R300

F.6.2 SITE ESTABLISHMENT AND HOUSEKEEPING

F.6.2.1 LAYOUT

The Contractor will take into account any of the limitations identified in the project specification with regard to establishment of site, in particular the location of access routes, and establishment layout.

Notwithstanding the provision of a project specification, the Contractor will provide the Project Manager and Environmental Control Officer with a layout design of the site indicating the position of all of the following, as applicable: offices, ablution facilities, storage areas, workshops, laboratories, batching plant, particulate matter stockpile area (i.e. soil/ granular chemicals/ cement fines etc), waste disposal facilities, hazardous substances storage area, access routes, etc. This layout plan is to be submitted prior to site establishment for acceptance. Any changes to this plan require review by the Project Manager in conjunction with the ECO.

The Contractor will take into account prevailing wind directions when designing the site layout to minimise impacts due to dust, unpleasant odours etc.

The Contractor will take into account the positions of residences when designing the site layout in order to minimise noise impacts on the residents.

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Site security lighting is to be positioned such that the direct beam is focused away from residential properties and does not pose a nuisance or danger to road users.

No site establishment will be allowed within 100 m of a water body or drainage channel or on a flood plain unless approved by the Environmental (Control) Officer or specified in the project specification.

F.6.2.2 SITE CLEARANCE

No trees or shrubs may be removed without the prior permission of the Environmental Officer, unless in keeping with the final site reinstatement and rehabilitation plan.

Topsoil is to be stripped from all areas where permanent or temporary structures and access roads are to be constructed. Topsoil conservation is to be in terms of clause F.6.3 5.3 of this document.

F.6.2.3 SERVICES**F.6.2.3.1 Sanitation**

Portable chemical toilets are to be utilised at site unless a connection to sewer is possible or a proper septic tank system is installed. In the case of the septic tank, the installation will require the relevant approvals from the local authority and will require removal upon completion of the contract, unless otherwise directed.

Sanitation facilities will be located within 100 m from any point of work, but not closer than 50 m to a water body.

F.6.2.3.2 Solid Waste Facilities

Facilities for solid waste collection are to be provided. These are to be at least a 200 l drum and clearly identified as the point for waste disposal.

Waste is to be separated into paper, glass and metal with separate collection points for each. The Contractor will ensure that the appropriate recycling Contractors receive this waste.

The Contractor is to institute a daily litter collection programme. The collected waste is to be disposed of regularly and proportionately to its generation at a site designated for waste disposal.

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No burning will be permitted on any site unless by approved incineration methods and in a low risk fire area. In the case of incineration, ash is to be co-disposed with spoil in a designated spoil dump.

No burying of waste will be allowed on any site.

F.6.2.3.3 Cooking and Heating Facilities

No open fires will be allowed anywhere on site.

Contained fires (i.e. in a fire drum) will be allowed for heating and cooking only in designated areas, in other cases cooking is restricted to gas or electrical equipment.

F.6.2.4 FUELS, HAZARDOUS SUBSTANCES AND OTHER LIQUID POLLUTANTS**F.6.2.4.1 Storage and handling**

All potentially hazardous raw and waste materials are to be handled by trained staff and stored on site in accordance with manufacturer's instructions and relevant legal requirements. The product MSDS is to be lodged with the Engineer.

Storage and handling areas for fuels, lubricants, chemicals and other hazardous substances are to be paved with concrete to prevent accidental contamination of the soil. Alternatively, an impermeable liner may be placed beneath above-ground storage tanks. The integrity of the liner is to remain intact for the duration of the contract, until removal.

Open storage vessels, for example shutter lubricant drums, are to be stored under cover to prevent 'splash' contamination.

All storage areas are to be bunded (with at least sandbags) and have a peripheral collection drain, with oil interceptors (if required).

The bunded area is to be sufficiently large to contain a spillage equivalent to the volume of one container of the substances stored.

All products to be dispensed from 200 litre drums will be done so with appropriate equipment, and not dispensed by tipping of the drum.

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Daily checks are to be conducted on the dispensing mechanism of above-ground storage tanks to ensure the timeous identification of faults.

Collection containers (e.g. drip trays) are to be placed under all dispensing mechanisms of hydrocarbon or hazardous liquid substances to ensure contamination from leaks and dispensing is contained.

The dispensing mechanism of diesel and petrol storage tanks is to be stored in a container when not in use.

F.6.2.4.2 Control of pollutants

A drainage diversion system is to be installed to divert runoff from areas of potential pollution, e.g. batching area, vehicle maintenance area, work shops, chemical and fuel stores, etc if applicable.

Contaminated runoff and waste water is to be directed into a collection system (e.g. sump, attenuation dam, PVC porta-ponds etc.) for treatment or collection and disposal. The final collection point (e.g. sump) is to be PVC lined.

Collected contaminated runoff/ wastewater is to be pumped out of the final collection point and disposed of at an appropriate landfill site. Sump liners are to be treated in the same manner.

The treated waste water, effluent and contaminated runoff may require analysis prior to discharge as detailed in the project specification or instructed by the Environmental Officer.

Details regarding proposed methods for treatment of pollutants are to be submitted to the Environmental (Control) Officer for acceptance upon award of the Contract.

Any spillages, irrespective of their size, are to be contained and cleaned up immediately. The Pollution Control section may provide technical assistance for clean up, if required. No spills may be hosed down into a stormwater drain or sewer.

Use of specialised cleanup techniques and/ or products may be required depending on the spill. This will be instructed by the Environmental Control Officer. These will be to the Contractor's cost.

F.6.2.5 GENERAL

Site staff are not permitted to use any open water body or other natural water source (e.g. springs) for purposes of bathing, or the washing of clothes, machinery or vehicles. Nor draw water from a spring without the permission of the community utilising that spring.

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F.6.2.6 MEASUREMENT AND PAYMENT

Measurement and payment for compliance with clauses F.6.2.1 to 5 of the specification are deemed to be fully included in the Contractor's rates for fixed and time related Preliminary and General Items scheduled under SABS 1200 A or AA.

F.6.3 CONSTRUCTION**F.6.3.1 CONSTRUCTION METHODS AND PROGRAMME****F.6.3.1.1 Construction Method**

The Contractor will provide method statements for construction activities (14 working days prior to the activity commencing) relating to the following environments and those listed in the project environmental specification, unless methods have been prescribed in this or the project environmental specification:

39. rivers, streams, or any other open water body;
40. wetlands;
41. access roads (see F.6.3.13 below);
42. steep slopes (i.e. steeper than 1:4) or less if friable material is present;
43. indigenous bush/ forest;
44. close proximity (i.e. 50 m or less) to a residential dwelling;
45. drilling and/or blasting of rock.

If a construction method employed by the Contractor is not environmentally acceptable to the Employer, the Contractor may be instructed to cease the utilisation of that method in favour of a more environmentally acceptable one, proposed either by himself or the Employer.

F.6.3.1.2 Construction Programme

The Contractor will programme construction so as to minimise the impact on the environment and provide this programme to the Environmental Control Officer for perusal and acceptance at the onset of the contract period. The Environmental Control Officer is to be made aware of any amendments to the construction programme or alterations to the scope of work in order that their impacts on the environment can be assessed.

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The Contractor (through the Project Manager) will ensure that all affected landowners/ authorities are advised of the proposed programme at the beginning of the contract period.

F.6.3.2 AREAS OCCUPIED / DEMARCATION OF SITE

Routes for temporary access and haul roads are to be located within the approved demarcated areas and vehicle movement is to be confined to these roads. Movement of vehicles outside the designated working areas is not permitted without authorisation from the Engineer.

All construction activities are restricted to working areas designated on the drawings and/or demarcated and approved by the Engineer. Materials including spoil are stockpiled at designated areas.

Any areas disturbed outside of the demarcated areas or without permission of the Environmental (Control) Officer or Engineer will be subject to reinstatement and rehabilitation (as per F.64 below) to the Contractor's cost.

In terms of pipeline projects, a general maximum working servitude width of 15 m will apply for machine excavation unless otherwise indicated in the project specification. A maximum width of 6 m will apply for manual excavation. These maximum working servitude widths may vary depending on the sensitivity of the environment, as detailed in the project specification.

In sensitive biophysical environments, for example wetlands, indigenous forest / bush, pristine natural grasslands, and sensitive social environments, as defined in the project specification or by the Environmental Control Officer, the working servitude is reduced as indicated in the project specification.

The working servitude shall contain all construction related activities, including, stockpiling of materials, placing of toilets, vehicle movement areas, etc.

Demarcation of linear projects (executed with machine excavation) and features (e.g. pipelines, access roads, etc.) will be by means of wooden stakes. These stakes will be at least 1 m high, painted white and placed at least every 15 m, on either side of the linear feature, in all areas where works are occurring. Progressive movement of stakes is required as linear projects progress.

In the case of a fenced site, the boundary fences will be denoted as the outermost limit of the site, but internal areas may be demarcated with stakes as above. The site boundaries of non-fenced, but 'contained' projects are to be delineated using stakes or temporary fencing, depending on the hazard which that site poses.

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F.6.3.3 SUPPLY OF WORKS FACILITIES

No water may be abstracted from water bodies for the purposes of construction, without approval of the Engineer in consultation with the Environmental Control Officer.

F.6.3.4 CLEANLINESS

SANS 1200 AD, clause 5.2.4, second sentence, is to read: "No rubbish or debris shall be deposited below the full supply level (FSL)."

F.6.3.5 SITE CLEARANCE**F.6.3.5.1 Clearance**

Spoil sites will require clearing and grubbing in addition to those areas in terms of SANS 1200 C 5.1.

The site shall only be cleared immediately prior to construction activities commencing i.e. at the last practicable stage.

No trees or indigenous shrubs may be removed without the prior permission of the Environmental (Control) Officer, unless in keeping with the final site reinstatement and rehabilitation plan.

F.6.3.5.2 Disposal of materials

Material obtained from clearing and grubbing operations shall be disposed of at appropriate municipal disposal facilities. They are not to be disposed of as per Paragraph 1 of Sub-clause 3.1 of SANS 1200 C.

Wood obtained from clearing and grubbing operation remains the property of the landowner/ community and must be stacked at sites designated by relevant person. The Contractor will be required to remove and dispose of any wood from site at a designated site for vegetation disposal, should the landowner/ community not require it.

All tree trunks and branches of diameter greater than 50mm are to be cut into lengths not exceeding 2400mm.

Brush wood (i.e. < 50mm diameter) is to be disposed of, or utilised as specified in the project specification or upon instruction of the Engineer.

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F.6.3.5.3 Conservation of topsoil

The Contractor is required to strip topsoil (as defined in this specification) together with grass, groundcover and sedges from all areas where permanent or temporary structures are located, construction related activities occur, and access roads are to be constructed, etc. The depth to which topsoil will be stripped shall be 200mm unless stated otherwise in the project specification.

Topsoil is to be handled twice only - once to strip and stockpile, and secondly to replace, level, shape and scarify.

Topsoil is to be replaced along the contour.

Topsoil is to be replaced by direct return (i.e. replaced immediately on the area where construction is complete), rather than stockpiling it for extended periods. This is feasible for progressive construction (e.g. pipelines), but not necessarily so for reservoirs, site establishments, dams, etc.

Topsoil stockpiles are not to exceed 2 m in height.

Topsoil stockpiles are to be maintained in a weed free condition (i.e. no 'broad-leafed' plants regarded as weeds in terms of the Conservation of Agricultural Resources Act No 43 of 1989, or those plants regarded as a 'general nuisance in the area' are to be growing on the stockpiles). The Environmental Control Officer will provide guidance as to which plants are weeds and require removal.

The stockpiles are not to be contaminated with sub-soil, or any other waste material.

Topsoil may not be compacted in any way, nor may any object be placed or stockpiled on it.

Topsoil may not be compacted in any way, nor may any object be placed or stockpiled on it.

Topsoil which is to be stockpiled for periods exceeding 4 months is to be vegetated. In summer a mixture of *Eragrostis tef* (Teff) and *Eragrostis curvula* (Weeping Lovegrass) (ratio 1:2) is to be applied at an application rate of 6 kg/ha, unless otherwise instructed in the project specification.

In winter, a mixture of *Lolium multiflorum* (Annual/Italian Rye grass) and *Eragrostis curvula* (Weeping Lovegrass) (ratio 1:1) is to be applied at an application rate of 6kg/ha (see F.6.4 5.3 for sowing times), unless otherwise instructed in the project specification. Fertiliser is to be applied as per F.6.4 5.2.

F.6.3.5.4 Cutting of trees

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Any tree branches which require removal are to be properly pruned and sealant applied to the cut surface, if required.

The Contractor's attention is drawn to Sub-clause 5.2.3.3 of SANS 1200 C with respect to work in indigenous forests.

Any indigenous trees or bush which require removal in terms of the project, and which have not been identified in the project specification or EMP, are to be timeously indicated to the Environmental Officer prior to work affecting them.

F.6.3.5.5 Landscape Preservation and Conservation of Flora

Notwithstanding Clause 5.7 of SANS 1200 C, the Contractor will be required to transplant designated plants to alternative locations as specified in the project specification or identified by the Environmental Control Officer, upon the instruction of the Engineer.

Transplanting shall be undertaken by employing the following method:

Removal

46. Mark the orientation of the tree/shrub (for example, the north-facing side of the trunk indicated by a small arrow made with indelible ink) trunk. Do not scratch a mark on the surface of the trunk;
47. Delineate a circle from the trunk with a radius equivalent to the drip-line of the tree, or as indicated by the Environmental Control Officer on site;
48. Excavate the tree with an intact rootball.

Replanting

49. A hole 500mm larger in diameter than the anticipated rootball must be prepared in advance of the tree removal in order that the tree can be replanted immediately;
50. The tree must be positioned as per its original orientation;
51. A planting method known as 'puddling' must be employed. This method involves the addition of soil and water simultaneously to expels air from the planting hole. Place the tree in its new hole, making sure the top surface of the rootball is level with the ground level. Place a hose pipe in the hole and leave it running whilst extra soil is added around the rootball;
52. 'Compact' the tree in the hole and attach tree stays for stabilisation.

Compensatory planting of species may be required should transplantation not be feasible, as indicated in the project specification or upon instruction of the Engineer.

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F.6.3.6 EARTHWORKS**F.6.3.6.1 Backfill material**

With reference to SANS 1200 DB sub-clause 3.5, no material stripped or excavated which is classed, in terms of this specification, as topsoil, may be used as backfill in any excavation.

F.6.3.6.2 Excavation and backfilling

During excavation 'conservation of topsoil', as specified in F.6.3 5.3 above will apply.

Excavated material is to be stockpiled along a pipeline trench within the working servitude, unless otherwise authorised.

Surplus excavated soft, intermediate and hard rock material shall not be disposed of along the pipeline trench as indicated in SANS 1200 DB sub-clause 5.6.3 and 5.6.4, but shall be removed to a spoil site (see F.6.3.15 below) designated during the project if applicable, or agreed by the Engineer in conjunction with the Environmental Control Officer and Project Manager.

In certain cases, for example to help stabilise the disturbed area or to reinstate the natural aesthetics of an area, excess excavated intermediate and hard material may be disposed of in a designated manner along a pipeline trench, as indicated by the Environmental Control Officer and Project Manager, or in the project specification. In this case, rock material shall not exceed 250mm in maximum dimension (see F.6.4 2.1).

In terms of SANS 1200 DB 5.6.5 and SABS 1200 LB 3.4.2, deficiency of backfill material shall not be made up by excavation within the free haul distance of 0.5km of site, without the prior approval of the Engineer of the source of the material. Where backfill material is deficient, it should ideally be made up by importation from an approved borrow pit (i.e. one which operates within the ambient of an EMPR.) (See also F.6.3 14 below).

The Contractor will backfill in accordance with the requirements of progressive reinstatement.

The maximum length of open trench shall be specified in the project specification.

F.6.3.7 SAFETY

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All works which may pose a hazard to humans and animals are to be adequately protected and appropriate warning signs erected. The Contractor's attention is drawn to SANS 1200 D section 5.1 in this regard.

With reference to SANS 1200 D 5.1.1.3, where blasting is required in terms of the project, the Contractor will ensure that all structures in the vicinity that could be affected by the activity will be inspected and their condition photographically recorded (as necessary), prior to blasting.

Notice of intent to blast is to be provided to landowners timeously.

Speed limits, appropriate to the vehicle driven, are to be observed at all times on access roads. Operators and drivers are to ensure that they limit their potential to endanger humans and animals at all times, by observing strict safety precautions.

F.6.3.8 PLANT**F.6.3.8.1 Silencing of plant**

With reference to SABS 1200 A amend: "built up areas": to read as "all areas within audible distance of residents (albeit urban, peri-urban or rural areas)."

Appropriate directional and intensity settings are to be maintained on all hooters and sirens.

Silencer units on equipment and vehicles are to be maintained in good working order.

Construction activities are to be confined to normal working hours (07h30 - 17h00) Mondays to Saturdays, except for the activities designated to be carried out at night.

F.6.3.8.2 Appropriate use of plant

The Contractor will at all times use plant which is appropriate to the task in order to minimise the extent of damage to the environment.

F.6.3.9 DEALING WITH WATER ON WORKS**F.6.3.9.1 Disinfection of Potable Water Infrastructure**

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Disinfection water is to be neutralised before release of this water to the environment.

F.6.3.9.2 Discharge of water from site

Any water which is discharged from site is to comply with the relevant Water Quality Guidelines implemented by DWS.

Water discharged to the stormwater / sewer system may only be done so with the permission of the relevant local authority.

F.6.3.10 CONTROL OF EROSION

Surface erosion protection measures will be required to prevent erosion where slopes are steeper than 1:8 on all soil types.

Erosion protection measures required may include all or some of the below, as specified in the project specification or upon instruction of the Engineer in conjunction with the Environmental (Control) Officer:

53. use of groundcover or grass
54. construction of cut off berms (earth and/or rockpack) - these are to be angled across the contour and normally would approximate an angle of 30° from the bisector of the contour.
55. placing of brush wood on bare surface;
56. pegging of wattle trunks or branches along the contour;
57. hard landscaping, e.g. use of Loffelstein walls, ground anchors, gabions etc.

Scour chambers are to be fitted with energy dissipaters, or the jet of water directed onto a protected (i.e. grouted stone pitching/ rock pack/ reno mattress) area to dissipate water velocity and to control and prevent erosion.

Storm water drainage measures might be required on site to control runoff and prevent erosion.

F.6.3.11 CONTROL OF POLLUTION

No waste in a solid, liquid or gaseous state shall be emitted from or spilled on the site without the approval of the Engineer.

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No mixed concrete shall be deposited directly onto the ground prior to placing. A board or other suitable platform is to be provided onto which the mixed concrete can be deposited whilst it awaits placing.

Excess concrete from mixing shall be deposited in a designated area awaiting removal to an approved landfill site.

The Contractor will contain wash water from cement mixing operations, by directing the water into a sump for collection. The material contained in the sump will be removed to an appropriate landfill site.

No concrete rubble shall be present at the site.

Liquid wastes will not be disposed of to storm water drains. They may be disposed of to sewer only if permitted by (local council) legislation.

In the event of pollution of a water body (including sediment loading), the Contractor will provide alternative water supply to users of that water body until the quality of the water body is restored to its previous unpolluted state. For the sake of this clause, pollution is deemed to be a state which is substandard to the normal quality of the water body, but is not necessarily in contravention of the South African Water Quality guideline standards for a prescribed activity.

Any ancillary damages resulting from pollution of a water body will be repaired / remediated at the Contractor's cost.

Where, due to construction requirements, pollution of a water body may potentially occur, the Contractor is to ensure adequate measures (e.g. attenuation/ settlement dams / oil absorbent products) are in place to prevent pollution. A method statement is to be provided to this effect (see F.6.3 1).

F.6.3.12 CONTROL OF FIRE

The Contractor will ensure he has the necessary fire fighting equipment on site in terms of SANS 1200. This will include at least rubber beaters when working in 'veld' areas, and at least one fire extinguisher of the appropriate type when welding activities are undertaken, irrespective of the site.

F.6.3.13 USE AND MAINTENANCE OF ACCESS FACILITIES**F.6.3.13.1 Responsibility**

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The Project Manager [not the Contractor (SANS 1200 AD 5.3.1)] will be responsible for obtaining permission for temporary and permanent rights of way over all private property affected by project activities.

The Project Manager will ensure that the Contractor has kept a photographic record of all access facilities and that these are reinstated to a state not worse than upon commencement of the project and to the satisfaction of the landowner (not withstanding that the project's objective is not to upgrade landowners' access roads).

F.6.3.13.2 Fencing

Temporary fencing is to consist of 1.2 m bonnox fencing, or similar, suitably tensioned and supported on 1.8 m fencing standards at 3 m intervals, with all necessary straining posts and stays.

All temporary fencing as indicated by the Engineer is removed on completion of the contract.

F.6.3.13.3 New Access Roads

Any construction roads created for execution of the project are to be designed to incorporate adequate drainage and water attenuation structures.

Any access roads which incorporate 'cut and fill' aspects and/or which are to be surfaced during construction are to be authorised by the Environmental Control Officer and Project Manager. Prior to construction of the road, the Contractor will be required to provide a sketch plan of the road layout (referenced to local topographic, natural and man-made structures). Slope steepness, road width, drainage structures and their frequency will need to be documented and accompany the sketch layout.

Construction access roads may not be wider than that necessary (maximum width 4 m) for movement of vehicles in one direction only. Should two way traffic be required, points people are to control vehicle movement on the 'single lane' road or passing bays are to be used where specified in the project specification or as identified by the Engineer in conjunction with the Environmental Control Officer, unless otherwise stated in the project specification.

The cut and fill slopes of permanent roads will require grassing, as specified in the project specification or by the Environmental Control Officer, to increase stability and reduce aesthetic impacts. Hard landscaping may be required as per the project specification.

Temporary construction roads will require rehabilitation on completion of construction activities for which they were required. These roads will require rehabilitation as per F.6.4 4 or as specified in the project specification. In the case of access 'tracks', only ripping to loosen compaction will be required unless otherwise stated by the Environmental Control Officer or project specification.

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Access roads created by the project may only remain unrehabilitated on written request of the landowner, with his acceptance of the state of the road and a clause that the landowner accepts all responsibility for the road and its state.

F.6.3.13.4 Maintenance of Existing Access Roads

The Contractor will record, photographically, the state of existing roads which are to be used for access, prior to plant utilising these roads.

During the contract period, the Contractor will ensure that all existing water attenuation and drainage structures are maintained in a state in which they can optimally perform their function.

Upon completion of the construction period, the Contractor will ensure that the access roads are returned to a state not worse than prior to construction commencing.

F.6.3.14 BORROW PITS

Where the Contractor is required to import material this shall be from commercial sources or borrow areas specified in the project specification.

The Contractor may source material from alternative borrow pits provided: the site location; method of winning material and reinstatement and rehabilitation are environmentally acceptable and approved by the Environmental Control Officer.

In this regard, the Contractor shall give the Environmental Control Officer in writing, 30 days prior to opening up alternative borrow pits the following information for acceptance:

58. quantities of borrow material required;
59. method statement for excavation of material including depth and extent of excavation;
60. anticipated 'active life' of the borrow area;
61. proposal for reinstatement and rehabilitation of borrow area, including final profile;
62. written approval from the landowner/ relevant authority that material may be removed from their land subject to their stated conditions, requirements, and royalties, and if the proposal is acceptable to the Environmental Control Officer.

Development and rehabilitation of borrow pit areas are likely to include the following activities (but these must not be regarded as exhaustive):

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63. Stripping and stockpiling of topsoil as per F.6.3 5.3 of this specification;
64. Removal (to nominal depth of 500mm) and stockpiling of sub-soil;
65. Infill of borrow pit with spoil material;
66. Contouring of borrow pit to approximate natural topography and/ or reduce erosion impacts on the site;
67. Placement of excavated subsoil over spoil material;
68. Placement of stripped topsoil on subsoil;
69. Grassing of topsoil in terms of clause F.6.4 4 of this specification.

The Contractor is to familiarise himself with the requirements of the Minerals Act No 50 of 1991 in terms of borrow pit development, and the requirements of the EMPR, as applicable.

F.6.3.15 SPOIL SITES

Where the Contractor is required to spoil material, spoil sites must be identified which are environmentally acceptable and approved by the ECO, unless spoil site areas have been identified in the project specification, in which case these will be the designated spoil sites.

If no spoil sites have been previously identified together with reinstatement and rehabilitation criteria, the Contractor is to provide the following information to the ECO at least 30 days prior to requiring sites to spoil material:

70. the location, description of and access to alternative sites identified in order that they may be assessed;
71. the quantity of material to be spoiled;
72. the type of material to be spoiled (i.e. blast rock/ excavated rock/ soft shale/ subsoil etc.);
73. the proposed method of spoiling;
74. the proposed reinstatement and rehabilitation plan including final profile;
75. written approval from the landowner/ relevant authority that material may be spoilt on land subject to their stated conditions and requirements and if the proposal is acceptable to the ECO.

Development and rehabilitation of spoil areas are likely to include the following activities (but these must not be regarded as exhaustive):

76. Stripping and stockpiling of topsoil as per F.6.3 5.3 of this specification;
77. Removal (to nominal depth of 500mm) and stockpiling of sub-soil;
78. Placement of spoil material;
79. Contouring of spoil site to approximate natural topography and/ or reduce erosion impacts on the site;

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- 80. Placement of excavated subsoil over spoil material;
- 81. Placement of stripped topsoil on subsoil;

Grassing of topsoil in terms of clause F.6.4 4 of this specification.

F.6.3.16 NUISANCE**F.6.3.16.1 Dust**

At all times the Contractor shall control dust on the site, access roads, borrow pits and spoil dumps with water, chemical soil stabilisers or temporary surfacing as specified in the project specification or upon instruction of the Engineer.

Dust control shall be sufficient so as not to have significant impacts in terms of the biophysical and social environments. These impacts include visual pollution, decreased safety due to reduced visibility, health aspects, and ecological impacts due to dust particle accumulation.

On gravel or earth roads, vehicle speeds may not exceed 30km per hour.

F.6.3.16.2 Noise

The operational layout of the construction site is to be designed to control and reduce noise from source (see clause F.6.2 1).

Machinery and vehicle silencer units are to be maintained in good working order. Offending machinery and /or vehicles will be banned from use on site until they have been repaired.

Construction activities generating output levels of 85 dB(A) or more (excessively noisy), in residential areas, are to be confined to working hours (08h00 - 17h00) Mondays to Fridays only.

'Normal' or 'noisy' working hours may only be extended with the prior written approval of the Project Manager, who has been notified, at least 7 days in advance, of the impending work requiring extension.

The Project Manager will ensure that the neighbours are timeously forewarned of imminent noisy activities.

Part C3: Scope of Work

Should community complaints be received with regard to noise generation, the Contractor will, at the discretion of the Project Manager and Environmental Control Officer, provide an independent and registered noise monitor to undertake a survey of noise output levels from site, and implement measures to reduce noise to legislated levels.

F.6.3.16.3 Visual

All site establishment components, as well as equipment, will be positioned to limit visual intrusion to neighbours (see clause F.6.2 1 above).

The type and colour of roofing and cladding materials are to be selected to reduce reflection.

Security lighting (both temporary and permanent) and lighting required for specific works activities must be placed such that it is not a nuisance to residents and the general public.

F.6.3.16.4 Interference with neighbours and public

No construction staff may approach site neighbours, for whatever reason, without the knowledge and permission of the Project Manager.

Complaints from neighbours and public with regard to interference from contract staff will be regarded in a serious light, and the offender(s) may be subject to disciplinary action.

F.6.3.16.5 Disruption of Services

Disruption of services, e.g. road access, water and electricity, must be kept to a minimum at all times.

Where service disruption is unavoidable, the Contractor is to advise the Project Manager (at least 7 days in advance), who in turn will timeously warn the affected parties.

F.6.3.17 SPECIAL ENVIRONMENTS**F.6.3.17.1 Wetlands**

Pipeline trenches which traverse wetlands shall be constructed as specified in the project specification. The Contractor will submit a method statement for work in wetland areas as per F.6.3 1.1

Part C3: Scope of Work

Construction may not permanently alter the surface or subsurface flow of water through the wetland.

The Contractor shall submit a method statement for review at least 14 days prior to commencing construction in a wetland.

The Contractor will remove all wetland vegetation with their root ball intact. This vegetation is to be kept moist at all times. It is to be placed in the shade and covered with moistened hessian cloth until replanting, which is to be undertaken immediately surface reinstatement is complete.

No construction materials may be stockpiled in any wetland areas.

The pre-construction profile of the wetland shall be returned to one similar as before construction, with no created "ridge or channel" features present.

F.6.3.17.2 River/ stream courses

The Contractor shall submit a method statement for review 14 days prior to commencing construction. The method statement should highlight (but not be confined to) the following issues:

82. detailed plan of crossing including pipe protection works;
83. how water flow will be diverted during construction (if applicable);
84. containment of contaminated runoff and waste water;
85. width of working servitude (if not already detailed in project specification);
86. final expected profile of river/ stream banks;
87. reinstatement and rehabilitation of river/ stream banks.

The Contractor will remove herbaceous riparian vegetation as indicated in the project specification or by the Environmental Control Officer, with their root ball intact. This vegetation is to be kept moist by means of placing it in the shade, covered with moistened hessian cloth until it is replanted.

The Contractor shall not modify the banks or bed of a water course unless as specified in the project specification.

Rocks for use in gabion baskets/reno mattresses may not be obtained from a water course.

The Contractor will not pollute any water body as a result of construction activities (see also F.63 11).

Part C3: Scope of Work

The Contractor shall not cause any physical damage to any aspects of a water course, other than those necessary to complete the works as specified and in accordance with the accepted method statement

Where a stream or river-crossing requires the diversion of water, a method statement is to be provided to the Environmental Control Officer in this regard for review.

F.6.4 REINSTATEMENT AND REHABILITATION

Scope: The intention of this section is to ensure that the condition of the areas disturbed by the project are returned to a state that approximates what they were before the project or better, within reason. The concept of progressive reinstatement is fundamental to cost effective (both financial and environmental) rehabilitation of a site. This concept must be followed at all times. Where landscaping is utilised, the concept is to utilise and restore indigenous plants to the site, in terms of the concept of xeriscaping.

Reinstatement will be required for all areas disturbed by the project. For pipeline projects, this will include the full working servitude, not just the top of actual excavation as per SANS 1200 DB (subclause 5.9.1.1)

Reinstatement and rehabilitation will ensure that all areas disturbed by the project are returned, within reason, to a state not worse than before the project commenced.

The Contractor will reinstate and rehabilitate all disturbed areas outside of the demarcated working area (as defined in terms of clause F.6.3 2 or the project specification) at his own cost and to the satisfaction of the Environmental Control Officer and Project Manager.

F.6.4.1 HOUSEKEEPING

All areas are to be cleared of rubble associated with construction. This includes the removal of surplus materials, excavation and disposal of consolidated waste concrete and concrete wash water, litter, etc.

All soil contaminated by hydrocarbons, for example from leaking machines, refuelling spills etc., is to be excavated to the depth of contaminant penetration, placed in 200 litre drums and removed to an appropriate landfill site.

F.6.4.2 FINISHING**F.6.4.2.1 Final Grading**

Part C3: Scope of Work

Final levels of all disturbed areas are, where feasible in terms of the project requirement, to be consistent with the natural topography of the area.

In certain instances, it will be acceptable to reinstate rock onto a works area (e.g. pipeline servitude), provided that that rock does not exceed 250mm in maximum dimension and is placed in a manner consistent with the natural surrounds as indicated by the Environmental Control Officer and Project Manager.

All drainage lines affected by construction are to be reinstated to approximate their original profile. Where this is not feasible due to technical constraints, the profile is to be agreed upon by the Environmental Control Officer and Project Manager.

All compacted (disturbed) areas (including stockpile areas) are to be ripped (along contour) to a depth of 150mm prior to the replacement of topsoil.

F.6.4.2.2 Topsoiling

Topsoil is to be replaced to a minimum depth of 100mm.

Topsoil is not to be compacted, but once replaced is to be scarified (to a depth of 50mm) consistent with the natural contour.

If insufficient topsoil is available, subsoil or similar material may be used that may be a suitable substrate after addition of soil improving substances e.g. compost, pH rectifiers (lime or gypsum) etc. Soil testing may be required at an approved facility.

F.6.4.3 REINSTATEMENT OF WATER COURSES AND WETLAND AREAS

The Contractor will ensure that water course banks are returned to their original profile unless the project specification states otherwise.

The surface reinstatement of wetland areas is to ensure that no depressions remain which could act as channels for preferential water flow thereby affecting the hydrological regime of the wetland.

The Contractor will preserve all riparian and wetland vegetation for use in rehabilitation of those environments. This vegetation is to be kept moist at all times. It is to be placed in the shade and covered with moistened hessian cloth until replanting, which is to be undertaken immediately surface reinstatement is complete.

Part C3: Scope of Work

Plants are to be, as nearly as possible, replanted in areas from which they were removed.

F.6.4.4 VEGETATION RE-ESTABLISHMENT

The Contractor will ensure that all areas disturbed by contract activities are revegetated to the specified standard.

This standard is deemed to be an 85 % cover with no areas in excess of 0.04 m² / m² remaining unvegetated.

Revegetation shall match the vegetation type which previously existed (e.g. kikuyu pastures are to be returned to kikuyu pasture; 'veld' grass to 'veld' grass, etc.), unless stated otherwise in the project specification.

Prior to re-grassing, and if required:

88. the area is to be scarified or ripped (along contour) to a depth of 50mm to loosen compaction.
89. weeds present on site are to be removed.

Re-grassing, where required, will be either by means of seeding, instant turf (sods), sprigs or plugs as specified in the project specification or as specified by the ECO.

Where sprigs or plugs are utilised, they are to be planted at 200mm centres. The fertiliser shall be applied as per F.6.4 5.2. During summer, 25mm of irrigation shall be applied each week until reasonable (60%) ground cover has been obtained. During winter 15mm of irrigation shall be applied each week until reasonable (60%) ground cover has been obtained. The amount of irrigation to be applied will make up the difference between rainfall recorded on site and minimum requirement.

Where instant turf is utilised, it shall be laid as specified in the project specification. The fertiliser shall be applied as per F.6.4 5.2. During summer, 25mm of irrigation shall be applied each week until all the turf is visibly growing. During winter 15mm of irrigation shall be applied each week until all the turf is visibly growing. The amount of irrigation to be applied will make up the difference between rainfall recorded on site and minimum requirement.

Grassing shall be undertaken by a specialist grassing Sub-Contractor, unless permission is granted otherwise by the Engineer upon receipt of a written motivation from the Contractor.

The Contractor shall state in writing when the regassing operation will commence and its expected duration (dates).

Grassing in 'veld' areas is to be undertaken as per F.6.4 5 below. *Cynodon dactylon* species may be excluded or substituted from this mixture at the discretion of the Environmental Control Officer, or as specified in the project specification. The seed bulk may be made up with the *Eragrostis tef*.

Part C3: Scope of Work

F.6.4.5 "VELD GRASS" GRASSING SPECIFICATION

The area to be grassed should be estimated and converted to hectares,

e.g. 100m X 100m = 10 000m² = 1ha. All fertilizer and seeding rates used in this specification are with respect to hectares.

F.6.4.5.1 Regional areas

For re-grassing three distinctive areas exist. These are defined as:

90. the Coastal area (a narrow band running from the coast to ≈15km inland of the coast)
91. the Coastal hinterland (a broad band (≈50km wide), generally defined as westwards of the coastal belt, and below 800m a.s.l.)
92. the area above ≈ 800m a.s.l. (also called Midlands area).

F.6.4.5.2 Fertiliser

Standard 2:3:2 (N:P:K) fertiliser shall be used on all sites.

The rate of application will be:

93. 200 kg/ha in the Coastal Hinterland areas, and
94. 300 kg/ha in the Midlands and Coastal areas.

F.6.4.5.3 Planting times

Summer (includes Spring) is considered to be between the 1 September and 28 (29) February.

Winter (includes Autumn) is considered to be between 1 March and 31 August.

Re-grassing will be undertaken (as far as possible) in summer as germination and establishment of grasses is most effective, assuming reasonable spring rains.

Part C3: Scope of Work

Vegetation re-establishment is likely in many cases to be held off until this suitable growing season.

Hydroseeding with a winter mix will only be specified where regrassing is urgently required and cannot wait until the summer season. In this case irrigation will be required as per F.6.4 5.4 below.

F.6.4.5.4 Establishment and maintenance

During summer, 25mm of irrigation shall be applied each week until reasonable (60%) ground cover has been obtained.

During winter (where annual rye grass is specified) 15mm of irrigation shall be applied each week until reasonable (60%) ground cover has been obtained.

If rapid establishment is required, additional watering may be necessary as specified in the project specification

The amount of irrigation to be applied will make up the difference between rainfall recorded on site and the minimum requirement.

F.6.4.5.5 Grass Seed Selection and Application Rates

The specific seed selection and application rates for each of the defined areas are covered separately, as follows.

F.6.4.5.5.1 Coastal area

Summer mix (1 September - 28 February)

Grass species	Common name	General application rate (kg/ha)
Eragrostis tef	Teff	5
Eragrostis curvula	Weeping lovegrass	10
Chloris gayana	Rhodes grass	10
Digitaria eriantha	Smuts' fingergrass	5
Total		30

Winter mix (1 March - 31 August)

Grass species	Common name	General application rate (kg/ha)
Lolium multiflorum cultivar - Midmar	Annual/Italian rye grass	10

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Eragrostis curvula	Weeping lovegrass	10
Chloris gayana	Rhodes grass	5
Total		25

F.6.4.5.5.2 Coastal hinterland.

Summer mix (1 September - 28 February)

Grass species	Common name	General application rate (kg/ha)
Eragrostis tef	Teff	5
Eragrostis curvula	Weeping lovegrass	10
Chloris gayana	Rhodes grass	10
Cenchrus ciliaris	Blue buffalo grass	2
Cynodon dactylon	Couch/KWeek/Star grass	10
Total		37

Winter mix (1 March - 31 August)

Grass species	Common name	General application rate (kg/ha)
Lolium multiflorum cultivar – Midmar	Annual/Italian rye grass	10
Eragrostis curvula	Weeping lovegrass	10
Chloris gayana	Rhodes grass	5
Cenchrus ciliaris	Blue buffalo grass	2
Cynodon dactylon	Couch/KWeek/Star grass	3
Total		30

F.6.4.5.5.3 Midlands area

Summer mix (1 September - 28 February)

Grass species	Common name	General application rate (kg/ha)
Eragrostis tef	Teff	4
Eragrostis curvula	Weeping lovegrass	10
Chloris gayana	Rhodes grass	10

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Digitaria eriantha	Smuts' fingergrass	2
Cynodon dactylon	Couch/KWeek/Star grass	2
Paspalum notatum	Lawn paspalum	2
Total		30

Winter mix (1 March - 31 August)

Grass species	Common name	General application rate (kg/ha)
Lolium multiflorum cultivar - Midmar	Annual/Italian rye grass	10
Eragrostis curvula	Weeping lovegrass	10
Chloris gayana	Rhodes grass	5
Paspalum notatum	Lawn paspalum	2.5
Total		27.5

F.6.4.5.6 Seeding methods

Two methods are recommended, namely hydroseeding and hand-broadcasting. The required method shall be as specified in the project specification.

All seed supplied should be labelled in accordance with the Government Seed Act No. 20 of 1961 and the Contractor shall be required to produce such certification, if requested by the Engineer.

F.6.4.5.6.1 Hydroseeding

The Grassing Contractor shall be conversant with this method.

Cellulose pulp (consisting of either wood shavings, shredded straw, shredded paper or cotton waste) shall be added to the mix to be applied at a rate of 250 kg/ha.

In addition to the cellulose pulp, compost (consisting of either chicken litter, kraal manure, sugar cane filter cake or mushroom compost) shall be incorporated at a rate of 5m³/ha (≈100 X 50kg fertiliser bags/ha).

F.6.4.5.6.2 Hand-broadcasting

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Fertiliser, at the appropriate rate, is to be distributed by hand in a manner to ensure that there is an even spread of fertiliser over the site. This is to be done prior to seeding.

The seed mix is to be weighed and made up in an appropriately large container which shall be stirred to ensure no settling out of the grass seed, and a uniform distribution of the different types of seed.

The seed is to be distributed by hand in a regular grid broadcasting manner to ensure that there is an even spread of grass over the entire site.

The area seeded is to be raked over once the seed and fertiliser have been applied to incorporate these elements into the topsoil.

F.6.4.5.7 General

Where there is a possibility of neighbourhood livestock grazing a rehabilitated site these should, as far as is practicable, be excluded for the first 3 months of re-grassing.

F.6.4.6 LANDSCAPING

Landscaping of the site may be required as indicated in the project specification.

Compensatory planting of trees or shrubs may be required should the transplantation of such not be successful in terms of F.6.3 5.5 or due to plants removed in terms of F.6.3 5.4

Planting of trees will be in accordance with the following method:

95. All tree holes shall be square in plan;
96. Tree holes shall be a minimum of 600mm by 600mm square by 700mm deep;
97. Holes are to be backfilled with excavated soil in a ratio of 3:1 with compost. The compost is to be weed free and have been composted at temperatures in the order of 65°C. Where possible, any available topsoil should be placed in the hole at the level where the tree rootball will rest. A handful (half-a-cup) of each Superphosphate and 2.3.2 should be mixed into the soil-compost mix;
98. The tree holes are to be backfilled to the point where the tree and its rootball are in the desired position. The tree is to be removed temporarily and the hole filled with water and allowed to drain away. This operation of watering and draining should be repeated at least four times in order that the surrounding ground and hole are thoroughly moist. The tree is then to be replaced and the remaining soil replaced;

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99. All trees shall be tied (using a tree tie) to a suitable timber stake planted in the ground to a depth of at least 500mm. The stake shall have a minimum diameter of 35mm and shall be at least 300mm higher than the planted tree;
100. Water retaining basins of at least 500mm diameters are to be formed around each tree;
101. The Contractor is to apply at least 10 litres of water per tree per fortnight for a period of at least 3 months.

The planting of shrubs will be in accordance with the tree planting method with the exception that the holes are to be a minimum of 400mm by 400mm square by 500mm deep, and that the tree stakes and ties are not required.

F.6.4.7 ALIEN PLANT CONTROL

All sites disturbed by construction activities will be monitored for colonisation by invasive alien plant species.

The Environmental Control Officer will identify those plants which require removal during both the construction and maintenance period, for the Contractor's action.

The Environmental Control Officer will provide advice as to effective methods of removal and control of alien plant species.

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PUBLIC COMPLAINTS REGISTER

DATE	COMPLAINANTS NAME	DESIGNATION/ AFFILIATION	REASON FOR COMPLAINT	ACTION TAKEN	ACTION BY	ACTION BY DATE	ACHIEVED BY DATE	DATE REFERRED TO NW environmental control officer

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MONITORING OF COMPLIANCE WITH ENVIRONMENTAL SPECIFICATIONS

PROJECT NAME:

CONTRACT NUMBER:

PROJECT MANAGER:

ENGINEER'S REPRESENTATIVE / SUPERVISOR:

CONTRACTOR:

CONTRACT PERIOD:

(including start and completion dates):

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PERIOD COVERED:

REPORT PREPARED BY:

Signature

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ENVIRONMENTAL CONTROL OFFICER REPORT

PROJECT NAME:

CONTRACT N°

DATE OF SITE INSPECTIONS DURING REPORTING PERIOD:

Specification Breach	Spec. No.	Remedial Action Recommended	Due Date	Authority Responsible	Action Taken

PUBLIC COMPLAINTS

Complainant	Designation/ Affiliation	Date of complaint	Reason for Complaint	Action taken and date

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GOOD PERFORMANCE REPORT

List any aspects of the Contract in which the Contractor is performing well and beyond that which is required in terms of the specification.

Photographs

Include photographs which illustrate aspects of non-compliance and good performance.

<p>Photograph 1</p> <p>Caption</p>	<p>Photograph 2</p> <p>Caption</p>
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F.7 PARTICULAR SPECIFICATION PE- THE CLIENT'S PRE-CONSTRUCTION AND HEALTH PLAN**PE1. INTRODUCTION****PE1.1 Purpose and Scope**

This document describes the procedure upon which the Contractor shall comply with the requirements set out in the client's Health and Safety Specification.

This document defines the Management System that is implemented by the Contractor for the management of Health and Safety on the project, which includes ensuring subcontractor compliance with the same standards.

The aim of this document is to present the safety aspects that will be controlled and managed on the project.

1. Reference Documents

1. Occupational Health and Safety Act, (Act No. 85 of 1993)
2. Compensation for Occupational Injury and Diseases Act.
3. Client Health and Safety Specification.
4. Construction Regulations 2003.
5. The Construction Kit. (CD)

PE1.2 Definitions

The following definitions will apply to the Safety Management Plan, acronyms given hereunder shall apply:

Construction / Building Work (as defined by the Occupational Health and Safety Act: Construction Regulations 2003):

Means any work in connection with –

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1. The erection, maintenance, alteration, renovation, repair, demolition or dismantling of or an addition to a building or any similar structure;
2. The installation, erection, dismantling or maintenance of a fixed plant where such work includes the risk of a person falling;
3. The construction, maintenance, demolition or dismantling of any bridge, dam, canal, road, railway, runway, sewer or water reticulation system or any similar civil Employer's Agenting structure; or
4. The moving of earth, clearing of land or making of an excavation or work on any similar type of work.

Hazard Identification and Risk Assessment and Risk Control (HRA)

Means a documented plan, which identifies hazards, assesses the risks and detailing the control measures and safe working procedures, which are to be used to mitigate and control the occurrence of hazards and risks during construction or operation phases.

Site

Means the area in the possession of the Contractor for the construction of the works. Where there is no demarcated boundary it will include all adjacent areas, which are reasonably required for the activities for the Contractor, and approved for such use by the Employer's Agent and/or client.

The Act

Means, unless the context indicates otherwise, the Occupational Health and Safety Act, 1993 (ACT N^o. 85 of 1993) and Regulations promulgated there under. (OHSA)

Hazard

Means a source of or exposure to danger (source which may cause injury or damage to persons, or property)

Risk

Means the probability or likelihood that a hazard can result in injury or damage.

Contractor's Responsible Person (S)

Part C3: Scope of Work

Means any person appointed in writing by the Contractor to supervise construction or building work. The appointment shall be as required by the OHSA which shall stipulate health and safety responsibilities, area of responsibility and the proposed duration of the project.

Hazardous Chemical Substance (HCS)

Means any toxic, harmful, corrosive, irritant or asphyxiant substance, or a mixture or substances for which an occupational exposure limit is prescribed, or an occupational exposure limit is not prescribed, but which creates a hazard to health.

Construction Plant (TEM)

Encompasses all types of plant including but not limiting to, cranes, piling frames, boring machines, excavators, dewatering equipment and road vehicles with or without lifting equipment.

Contractor

Means "subcontractor".

Health and Safety Program

Encompasses The Contractor safety planning spreadsheet.

Health and Safety Plan (HSP)

The content of this document which will be made available on site for inspection by an inspector, Technical Officer, Agent, subcontractor, employee, registered employee organisation, health and safety representative, or member of the health and safety committee.

Health and Safety File

Describes the safety file holding all records on health and safety for the project, which shall be available at all, times for evaluation, and copy of which will be forwarded to the client upon completion of the project.

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PE1.3 Responsibilities**1. Notification of Intention to Commence Construction Work**

The Provincial Director of the Department of Labour shall be notified by the appointed safety consultant to the Contractor, immediately upon receipt of the Letter of Acceptance of project commencement in accordance with the following requirements:

The demolition of a structure exceeding a height of 3 meters; or

The use of explosives to perform construction work; or

The dismantling of fixed plant at a height greater than 3 meters; or

The work exceeds 30 days or will involve more than 300 person days of construction work; and

Includes excavation work deeper than 1 meter; or

Includes working at a height greater than 3 meters above ground or a landing.

A copy of the notification letter to the Provincial Director shall be forwarded to client for their records and shall be made available to an Inspector, Project Employer's Agent or employee.

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

The Contracts Manager and Site Agent shall ensure copies of all the appointment letters of the responsible persons appointed on site will be made available to the client and that all legal appointments shall be conducted in accordance with the requirements set out in the **OHSA** and Client specifications. The above shall also be imposed upon all subcontractors.

3. Safety Officer Appointment

A part-time Health and Safety consultant shall be appointed upon commencement of the project.

The safety officers shall be tasked with monthly inspections of the site, the results of which shall be forwarded to the client or his appointed representative.

4. Risk Assessment Competent Person

Part C3: Scope of Work

The Project Manager shall appoint a competent person in writing at commencement of the project to control the risk assessment process on site. A copy of the risk assessment appointment is attached with duties and responsibilities defined. **(Annexure E)**

5. Competency for Contractor's Responsible Persons

The Project Manager acknowledges that all management personnel (responsible for health and safety) shall undergo a half-day Health and Safety Management Course, which is to be arranged and conducted by the appointed safety consultant prior to commencement of activities on site.

6. Health and Safety Representatives

At least one (1) Health and Safety Representative shall be nominated, elected and trained to carry out his / her functions in his / her area of responsibility. This will include areas where less than fifty (50) employees are engaged in activity. Employees elected shall be designated in writing for a specific area and period of time.

The designated persons shall conduct monthly inspections within their area of responsibility, the records shall be kept for auditing and that deviations recorded are reported to the responsible supervisor within the designated persons area so that appropriate action can be taken.

The designated person/s shall be permitted to participate in the Health and Safety Committee Meetings.

PE1.4 Objectives And Targets

Compliance with the Contractor Health and Safety Policy.

Everyone is responsible for organising accident prevention at his or her own level on site.

Safety training is important.

Prevention.

Working safely ensures your job.

The Contractor management commits itself to the objectives and targets.

Disabling Injury Frequency Rate (DIFR) of 2.0 or less.

90% compliance on monthly Health and Safety Audits.

Compliance with the legal requirements set out in the Occupational Health and Safety Act, Act 85 of 1993, (OHS Act) and Regulations.

Part C3: Scope of Work

Compliance with the Client's Safety Specification for Construction.

PE1.5 Planning And Procedure

The procedures to be used for the project are to be in accordance with the Safety Manual in use in the Contractor under the guidance of the appointed safety consultant.
The sub-headings covered under the Safety Manual are as follows:

Administration

Appointments

Safety Committees

Registers, checklists and permits

Incident Management

Emergency Planning

Contractors

Risk Assessments

Audits

Hazardous substance control

Training

Mining Requirements

Roads Requirements

Planning

PE 1.6 Implementation Of The Occupational Health And Safety Specification

The Contractor is committed to implementing client specific safety specification on the project and is committed see that this forms an integral part of the project. It is our intention to make this specification part of other Contractors and Suppliers operating procedures.

PE1. 7 Application of the Health and Safety Specification**7. Compensation of Occupational Injuries and Diseases Act, Act No. 130 of 1993 (COIDA)****1.**

The letter of good standing will be available on site for reference purposes as proof of good standing.

Part C3: Scope of Work

The Contractor shall ensure all Sub-Contractors also comply with the above requirements defined in the COIDA.

1. Occupational Health and Safety Policy

The COMPANY Health and Safety Policy is attached for reference purposes. **(Annexure A)**

2. Hazard Identification Risk Assessment

The Contract Manager shall ensure the Site Agent shall prior to the commencement of any construction work perform Hazard Identification, and the assessed risks shall form part of the health and safety plan applied on site.

A copy of the HRA shall be made available for viewing to the client.

The Site Agent shall ensure that all HRA's conducted will be conveyed to all personnel and contractors through the site training program and that these training sessions will be presented by the competent person regarding the hazard and related work procedures before any work commences.

The HRA Team that will be established will comprise members as follows:

Health and Safety Representative(s),

Health and Safety Committee Member(s)

Management Representative / Site Agent

Attached in the form of **Annexure C and D**, the Hazardous Task Identification and (HTI) and format of the Risk Assessment (RA) is included.

Method statements form part of the Risk Process and will conducted in accordance with the Risk Process described above.

Part C3: Scope of Work

Based on the activities carried out on all projects Hazard Investigation and Risk Assessments (HRA's) will be done. Examples of which are:

Site Establishment

Demolition works

Excavation

Concrete works

Lifting operations

Hand held tools

Motorised Equipment

3. Health and Safety Committee

The Project shall convene a health and safety committee meeting monthly. All members required to be in attendance shall be notified of such meeting by means of a formal agenda.

The Site Agent shall ensure an attendance register and minutes are kept for auditing purposes, and that a copy of the minutes be circulated to all members in attendance well before convening the next meeting and within 7 days, a copy of the minutes will be forwarded to the project Employer's Agent.

Members of the committee shall include the following and are not limited to:

Safety Consultant. (When available)

Contractor's site representative. (Supervisory level)

Contractor's site representatives. (Operating level)

Project Employer's Agent nominated representative. (Co-opted status)

4. Health and Safety Training

Training of personnel is a legal requirement and a necessity and is acknowledges as such. The Training Planning Matrix shall be provided upon request.

Part C3: Scope of Work

Induction Training

Induction training shall be attended with the Client as well as the Contractor Induction program requirements and records of attendance kept to prove the same.

The Contractor Induction format is attached for reference purposes. **(Annexure E)**

Awareness Training

Weekly awareness training shall be conducted using the Contractor Toolbox Talk documents, which shall be conducted by the site supervisors. **(Annexure F)**

Competency

Training identified through the Risk Assessment Process and conducted through this process shall be kept on file as proof of competency and training. (This may include operators)

First Aid and Health & Safety Representative Training

All safety representatives elected and designated, including first aiders, shall be trained should they not already be in possession of a valid certificate of training proving competence.

General Record Keeping

The Site Agent shall ensure that all the Health and Safety records, required by both the Occupational Health and Safety Act, 85 of 1993 and Regulations are kept for reference purposes and auditing.

Further to the requirements set out above, the Site Agent will also maintain records that may be defined through the risk assessment process, for auditing purposes.

In accordance with the requirements set out in the Construction Regulations 2003 and the requirement set out in Client Specification the Site Agent shall ensure that a copy of all Health and Safety records generated during the course of construction, be handed over to the Project Employer's Agent upon completion of construction.

Part C3: Scope of Work

Statistics

The Site Agent shall ensure injury and incident records (Near Hits, First Aid, Medical cases, Disabling Lost Time Incidents), training etc. referred to above are kept on site. All documents shall be made available to the client for inspection including the Department of Labour's Inspectors as required by the Occupational Health and Safety Act, 85 of 1993.

The statistics formula as listed below shall be adhered to.

DIFR (Disabling Injury Frequency Rate) $\frac{\text{DI's} \times 1\,000\,000}{\text{Man-hours}}$

DISR (Disabling Injury Severity Rate) $\frac{\text{Days Lost} \times 1\,000}{\text{Manhours}}$

General Inspection, Monitoring and Reporting

The Contractor shall comply with the requirements set out by the client. We have attached a safety management plan upon which the dates of inspections and training and awareness will be entered, conducted and monitored.

The Contractor shall keep all records of inspections and investigations undertaken during the contract for the specified legal period as defined in the OHS Act and Regulations.

Internal Audits

Internal audits shall be conducted a minimum once per month by the project Employer's Agent, as well as the appointed safety consultant.

The Results shall be tabled and discussed at the Health and Safety Committee meetings.

The Audits to be conducted by the appointed safety consultant shall be conducted on the audit schedule attached as per **Annexure G**.

Part C3: Scope of Work

Records of the audits shall be forwarded to the Project Employer's Agent and shall be filed on site for reference purposes.

5. Incentives

No incentive scheme is being identified unless required by the client.

6. Penalties

Non-compliance with the client safety specifications can result in work stoppages and possible expulsion from site until the problem has been remedied including costs.

7. Emergency Procedures

The Site Agent shall make available to the Project Employer's Agent a detailed Emergency Plan to tie into the evacuation plan already in place on the client's premises.

First Aid Box and Contents

The Site Agent shall ensure that all working areas are adequately provided with first aid attendants whether there are fifty (50) employees or less engaged on the contract. The First Aid attendant shall be trained in accordance with the requirements set out in the OSHA with recognised and accredited service providers as defined above.

Proof of training attended (certificate) shall be attached to the written acceptance of appointment. It will be the first aid attendant's responsibility to ensure the contents of the first aid boxes are monitored and inspections recorded on the contents of the first aid box register.

The first aid box shall be adequately stocked by The Contractor at all times and will be accessible to all.

Part C3: Scope of Work

Accident and Incident Reporting and Investigation

Should accident investigation need to be conducted, the Project Manager shall appoint a competent person in writing to conduct the said investigation. The procedure to be followed will be in accordance with the OHSA requirement on the Annexure 1 – Recording and Investigation of Incident form.

The Site Agent shall ensure that the results of all investigations are communicated to the employees engaged through incident recall and prescribed meetings. The Site Agent shall ensure that the investigations are kept for record purposes in accordance with the prescribed requirements set out in the OHSA and the Contractor specific procedures.

Should there be an incident, the Project Employer's Agent shall be notified within 48-hours if required by the client, of the occurrence. It is acknowledged that the client reserves the right to participate in all investigations into accidents or incidents.

Hazards and Potentially Hazardous Situations

The Site Agent shall ensure that all other contractors or contractors are warned of hazardous or potentially hazardous situations, which may prevent them from effectively performing their duties, which includes the placement of adequate warning signs.

8. Personal Protective Equipment and Clothing

The Contractor shall comply with OHSA requirements to provide PPE.

The Site Agent shall through the Risk Assessment process identify the specific PPE needs per activity and then issue the PPE accordingly. (Reference to the OHSA General Safety Regulation 2 – Employer to provide Personal Protective Equipment)

Should PPE be lost or stolen, then the employee will be issued with a new set of PPE.

Should PPE be worn out or damaged, the user shall return the worn or damaged PPE and will be issued with a replacement set. Training in the use of this shall be provided.

Overalls and hardhats shall be identifiable. (Principal Contractor different from the contractors)

PPE shall be provided to visitors as well.

Part C3: Scope of Work

9. Safety Signage

The Site Agent in conjunction with the appointed safety consultant shall assess the Health and Safety Signage requirement in conjunction with the Risk Assessments conducted and will place the signage at strategic positions on the site works.

The Contractor shall also maintain the signage to ensure its effectiveness at all times and under all conditions. Signage, which cannot be repaired, shall be replaced.

10. Permits

The Contractor shall ensure that access to site works is restricted to construction personnel.

All attempts will be made to restrict spectator access.

Access to the site shall be by the Project Employer's Agents (Clients) authorisation on the prescribed form.
(Permits and ID cards shall be issued by the client)

Special permits for hot work and isolation permits shall be applied for to the Project Employer's Agent prior to commencing with the activity.

11. Contractors and Suppliers

The Site Agent shall enter into an Agreement with Mandatary in terms of Section 37(2) of the Occupational Health and Safety Act, 85 of 1993, with all contractors appointed by The Contractor is entered into.

The Contracts Manager will ensure the contractors are issued with the Client Safety Specification where reasonably practicable including any the contractor pack for the project, should they not be contained in the Client Safety Specification.

The Contractor shall assist and ensure the Sub-Contractors engaged comply with all of these requirements and adhere to the requirements set out in the OHSA. Contractors will be stopped from working in the event of unsafe conditions and activities being observed.

All Sub-Contractors shall be covered by the Contractor Safety Plan and will be issued the same.

Part C3: Scope of Work

12. Health and Safety in Practice**Excavations**

The Site Agent shall ensure that all activities involving excavations, shoring, dewatering or drainage, a safe working procedure is submitted to the project Employer's Agent for approval prior to work commencing. Excavation work exceeding the specified depth as stipulated in the OHSA regulations, shall comply with the following requirements:

1. The excavations are inspected before the shift starts, after heavy rain (inclement weather) and after any major condition which may effect the excavations stability and the findings are to be recorded and kept;
2. All excavations regardless of the depth shall be adequately barricaded to prevent persons falling into the excavation;
3. The safe working procedure shall be communicated to all employees who may be effected by the work; and
4. The safe working procedures shall be enforced and maintained by the appointed excavation supervisor at all times.
5. For high-risk activities, all personnel working in the excavation shall be attached by means of a lifeline.
6. Material excavated shall be removed from the point of excavation.
7. Ensure stability of adjoining structures.

Demolition

No demolition work is being envisaged on this project.

Explosives and Blasting

No blasting activities are envisaged on this project.

Stacking of Materials and Housekeeping

The Site Agent shall ensure that all stacking will be supervised by a person competent to supervise over the activities, and that clearly defined and allocated storage areas are provided for and identified, and that materials being stored within this area are stacked in accordance with sound stacking principles of sort-by-sort, access to be maintained, level surface, and the height will not exceed three times the base width.

Housekeeping shall be maintained in accordance with the client requirements at all times.

Part C3: Scope of Work

1. Hazardous Chemical Substances

The Site Agent shall ensure the necessary training and information regarding the use and storage of HCS is provided, and that the use and storage of HCS is carried out as prescribed by the HCS Regulations.

Furthermore, the Site Agent shall ensure that all chemicals brought to site have a Material Safety Data Sheet (MSDS) and the users are made aware of the Occupational hazards and precautions that need to be taken when using the chemical.

The First Aider shall be made aware of the MSDS and how to treat HCS incidents appropriately.

Access to all HCS records shall be afforded to the project Employer's Agent at all times.

Fuel / Diesel

Bulk storage areas shall be demarcated, secured and sign posted with the relevant warning pictograms.

Bulk storage areas shall be bunded.

Re-fuelling shall be conducted in designated re-fuelling areas only.

Spill-kits shall be available at all times in these designated areas.

The surface of the bunded areas and walls shall be of impermeable material.

The bunded area shall be sloped towards a collection pit.

Asbestos

No asbestos is to be used on this Project.

2. Plant and Machinery

Part C3: Scope of Work

Construction Plant

All plant shall comply with the OHS Act requirements in relation to operation and maintenance thereof.

Service and maintenance of the vehicles shall be of a high standard at all times.

All plant shall subject to design be fitted with back-up alarms and audible indicating devices.

The Contractor shall ensure that all construction plants moving parts are adequately protected.

Pre-start inspections shall be conducted on all motorised equipment daily, deviations of such inspections shall be recorded.

Construction plant identified for use shall be operated by a trained and authorised operator.

All construction plant shall be operated under the direct supervision of a person competent to identify potential hazards in the work he is conducting.

Work involving the use of construction plant shall be conducted in accordance with an approved Risk Assessment.

The Site Agent shall ensure all operators are equipped with the necessary PPE namely; safety shoes, overall, safety glasses, and gloves.

Plant shall be fitted with an extinguisher where practicable.

Washing shall be conducted in the designated washing areas.

The Contractor shall ensure the all equipment moving to and from site is adequately secured, and that all contractors abide by this requirement.

Transport of Personnel

Safe vehicular transport shall be provided for personnel working on the project to the workplace, which shall include proper seating, side restraints and cover.

No personnel shall be permitted to travel on any plant or equipment on the site works.

Road safety principles shall be adhered to on and off site.

Vessels under Pressure (VuP) or Gas Bottles

The Contractor shall ensure they comply at all times with the requirements of Vessels under Pressure Regulations, with specific reference to the following:

Part C3: Scope of Work

Ensuring all Equipment owned and hired-in Vessels under pressure, comply with the 36-month pressure vessel inspection, and a certificate of testing is available on site.

Ensuring that all personnel who shall use this equipment are competent and trained.

Ensuring the users of this equipment are issued with the required PPE.

Ensuring the area is adequately identified as a noise area and warnings are posted.

Ensuring daily pre-start inspections are carried out on all the equipment and the findings recorded.

Ensuring the correct fire prevention and fighting equipment is available at all times.

Noise levels where possible shall be kept within reasonable operating norms.

Fire Equipment

The Site Agent shall ensure the following all fire equipment to be used on site comply with the following:

Extinguishers shall be placed in positions to ensure fast and easy access is maintained at all times.

Placement of all extinguishers shall be depicted with the required pictograms.

Extinguishers shall be serviced once annually, and after discharge or visible signs of depressurisation.

The Site Agent shall ensure all employees are adequately trained in the safe use of the extinguishers.

The Site Agent shall ensure a person is appointed to inspect the extinguishers on a monthly basis and the results of which are to be entered into a register designed for that purpose.

Hired Plant and Machinery

The Site Agent shall ensure the following criteria is adhered to when considering hired plant and machinery:

Only approved hire companies shall supply equipment to the site.

Hired plant shall be checked for safety compliance prior to being accepted for use on site.

Should hired equipment be accompanied by an operator, The Contractor shall ensure that the operators competency be verified and the operator undergo an induction training session.

The Site Agent shall ensure the operators of hired plant attend weekly toolbox talks in conjunction with The Contractor site personnel.

The Site Agent shall ensure that all operators are equipped with the required PPE before commencing work on site.

Part C3: Scope of Work

Scaffolding / Working at heights / Fall Protection

Work involving scaffolding and work at heights shall comply with the requirements set out in the Construction regulations 2003 pertaining to these activities with reference to the SABS 085 code of practice.

Fall protection planning shall be done in conjunction with the risk assessment process.

All scaffold shall be erected under the control of a person trained and appointed to conduct such scaffold erection.

Falsework / Formwork for Structures

Work involving scaffolding and work at heights shall comply with the requirements set out in the Construction regulations 2003 pertaining to these activities with reference to the SABS 085 code of practice.

Lifting Machinery and Tackle

The Site Agent shall ensure that the use of Lifting Machinery and Tackle is done in accordance with the requirements of the Regulations, which include but is not limited to the following:

Lifting machinery and tackle to be used on site shall be marked with the Maximum Mass Load (MML), which is the safe limit in which the equipment may be used.

Inspections on Lifting Machines and Lifting Tackle shall be inspected once per month on the register provided and the findings recorded.

Daily pre-start checks shall also be conducted on all Lifting Machinery and Tackle.

Records shall be kept of all lifting machinery and tackle inspections and Load Tests.

Load tests shall be conducted a minimum of once per annum, and a certificate of compliance shall be kept on record.

A valid logbook shall be maintained for all lifting machinery, which will comply with a minimum six-monthly service and maintenance.

Lifting machinery shall be operated under supervision at all times with a trained banksmen who shall inspect all tackle before each lift.

Part C3: Scope of Work

All lifting equipment operators shall be trained once every two years and a copy of such training shall be attached to the appointment, which is to be made on site.

The Operators shall be tested for medical fitness.

Ladders and Ladder Work

The following requirements shall be complied with regarding Ladders and Ladder work:

Ladders shall be clearly numbered, and inspected on the register provided.

A competent person shall be identified and appointed as the ladder inspector.

Where aluminium ladders cannot be used, then wooden ladders shall be straight grained, unpainted to allow for proper inspection of the grain for cracking.

Ladders shall be secured at the top and chocked at the base to prevent slipping.

Where chocking of the base is not possible, then the user shall ensure that the ladder is held in position by another employee when ascending the ladder.

Ladders shall be inspected a minimum once per month by the person appointed as the ladder inspector.

Proper storage shall be provided for all ladders when not in use.

General Machinery

In accordance with General Machinery Regulation 2(1), The Contractor shall:

Ensure a competent person be appointed as defined in the above clause from the Occupational Health and Safety Act, 85 of 1993 and Regulations, to service and maintain all machinery in use on site.

The Contractor shall appoint additional competent persons to assist the competent person mentioned above in accordance with General Machinery Regulation 2(7)(a), as and when required.

The Contractor shall ensure that records are maintained of all services conducted.

Lighting and Power

The Site Agent shall ensure lighting circuits and power circuits are fitted with suitable earth leakage systems in accordance with the client, which will include the following activities:

Part C3: Scope of Work

Earth leakage system will be tested monthly.

Malfunctions shall be repaired immediately or replaced.

Lighting shall be so positioned as not to interfere with construction activities.

Portable Electrical Tools / Explosive Power Tools

The Site Agent shall ensure the following procedure is adhered to regarding Portable Electrical Tools and Explosive Powered tools:

Minimum compliance with legislation.

Only competent persons shall be permitted to conduct routine and monthly inspections on the equipment.

Persons competent to inspect the equipment shall be appointed in writing.

Persons who are trained to operate such equipment shall be appointed and shall be the only authorised person to operate the equipment.

The Site Agent shall ensure operation of the equipment is in accordance with the approved Risk Assessment and Safe Working Procedure set out.

All users shall undergo regular awareness training to ensure compliance.

The Site Agent shall ensure the required PPE and clothing is provided and maintained.

Public Health and Safety

In the interests of public safety, The Contractor shall ensure that all persons who may be affected by the work being conducted on site are informed and kept aware of the dangers, which may arise from the work being conducted on site.

This awareness shall be in the form of posters and inductions for visitors to site and warning signs.

Night Work

Night work shall only be conducted upon approval of the project Employer's Agent, with the same safety standard being applied for these activities as with day work activities.

Facilities for Safe Keeping / eating areas

Part C3: Scope of Work

The Contractor shall ensure that adequate facility is provided for the personnel on site. The area shall be provide the following:

Sufficient seating;

Seating under cover;

Protected change room;

Toilets.

Hand wash facility.

Potable water.

No food preparation shall be conducted on site and designated eating areas will be made to allow adequate seating.

Waste bins shall be strategically placed and cleared regularly.

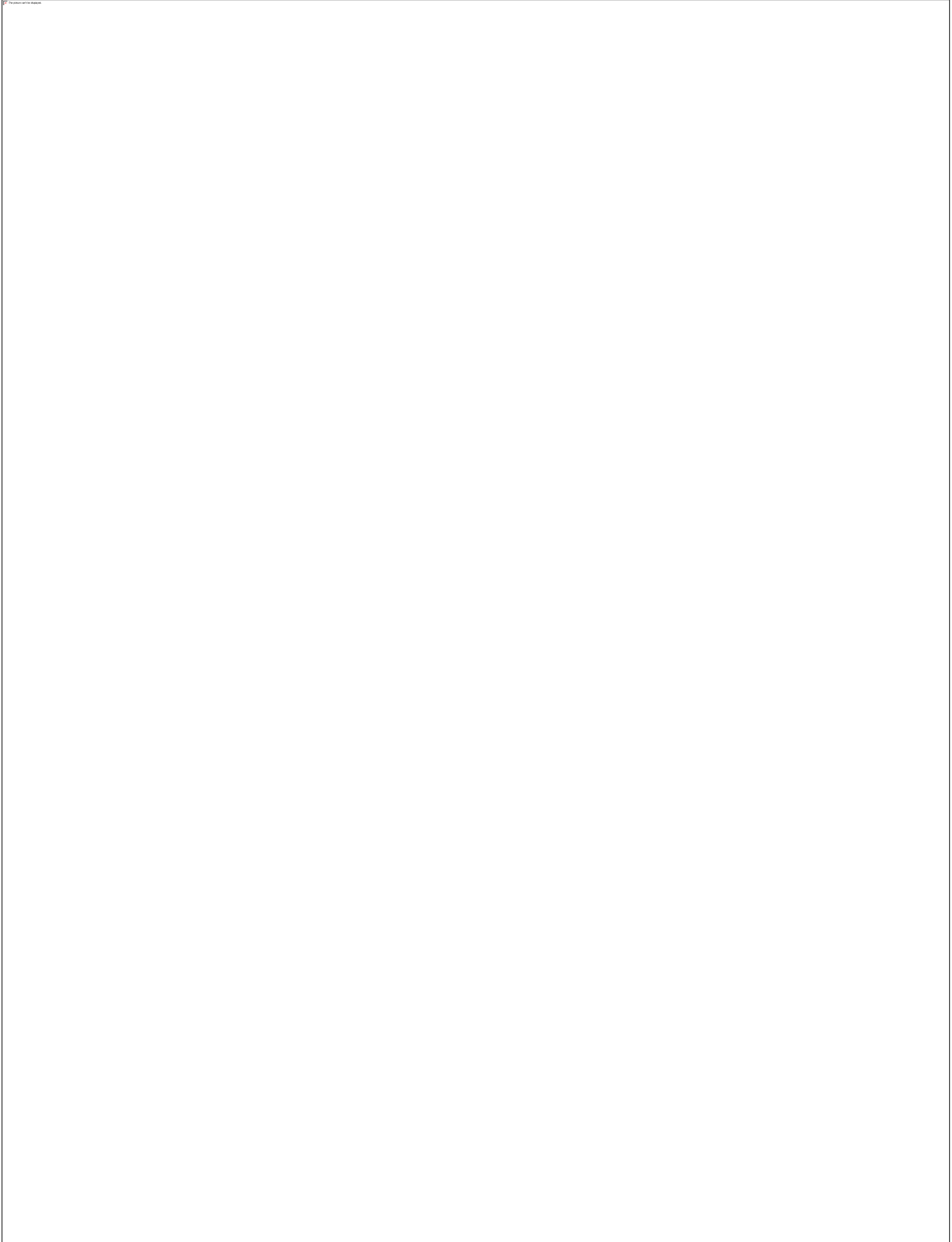
Part C3: Scope of Work

ANNEXURE A (Safety Policy)

CONTRACTOR TO PROVIDE WITH HEALTH AND SAFETY FILE AS REQUIRED

Part C3: Scope of Work

ANNEXURE B (HTI)



ANNEXURE C (Risk Assessment)

Part C3: Scope of Work

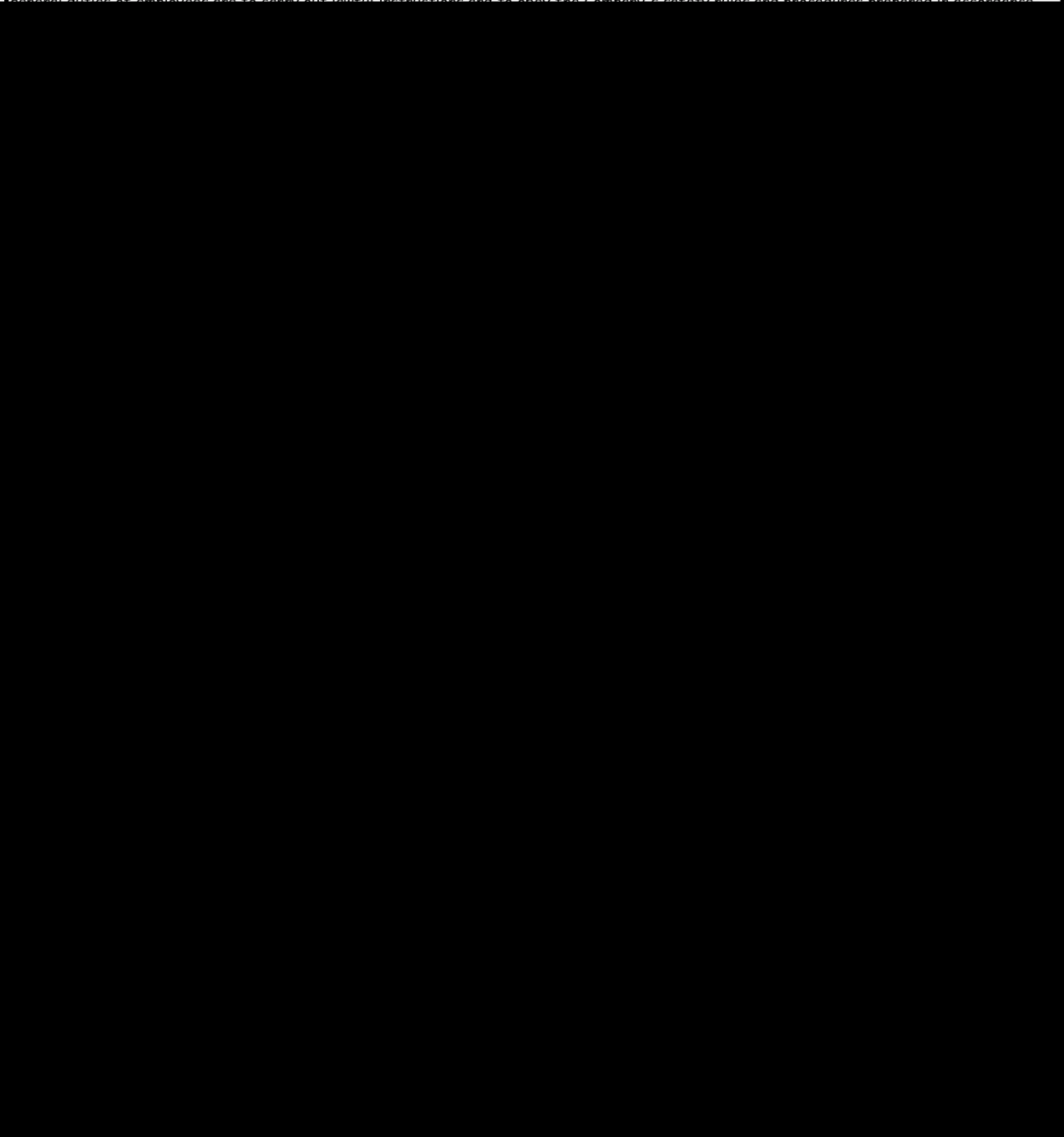
ANNEXURE D (Safety Induction)

<p>SAFETY INDUCTION</p>	
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OHS Act 85 of 1993 Sections 8 & 14

Requirements:

Every employer is required to take all reasonable measures to ensure that the requirements of the OHS Act, and regulations are observed. The general duties of employees are to carry out lawful instructions and to obey the Company's safety rules and procedures prepared in accordance



ANNEXURE E (Toolbox talks)

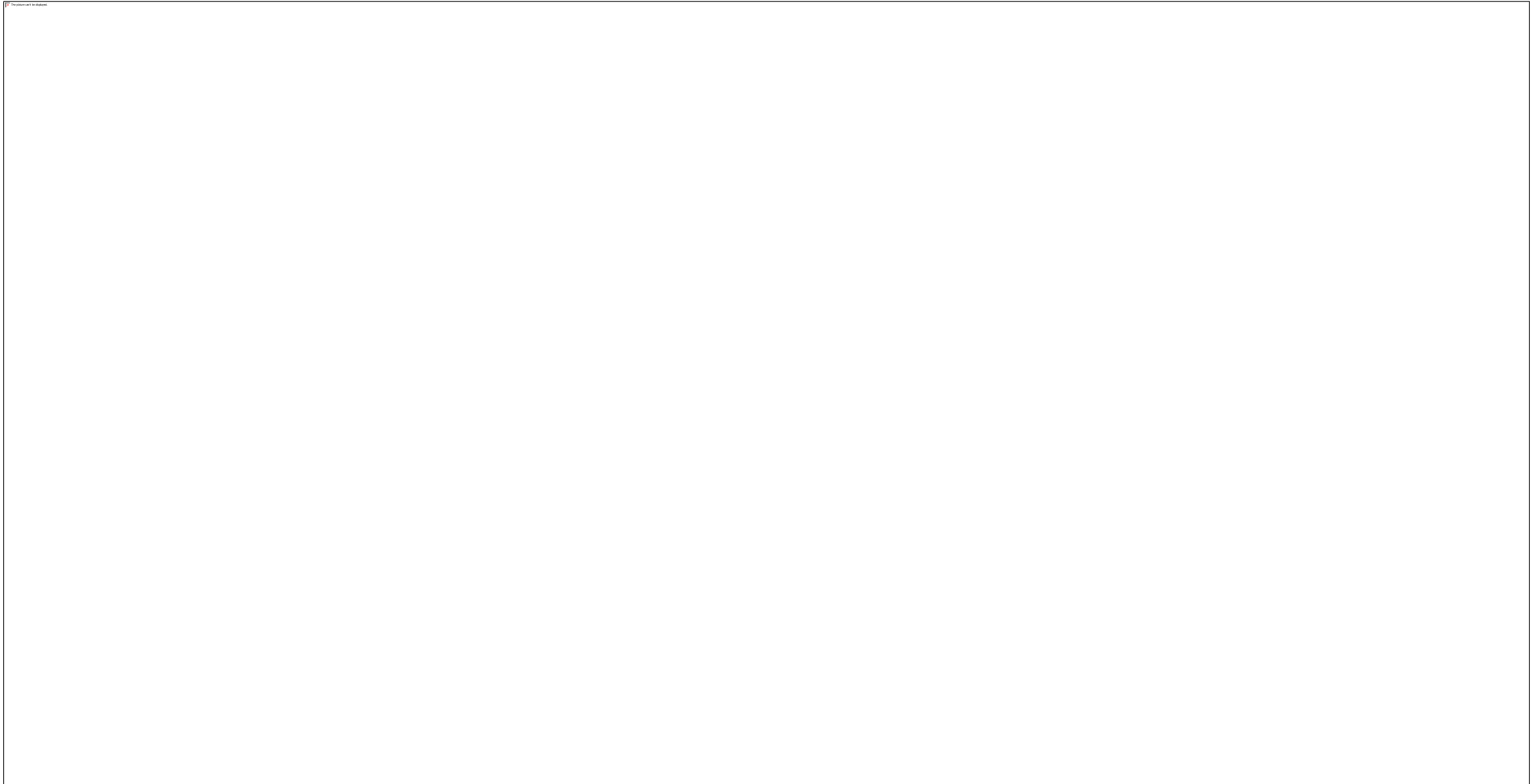
ANNEXURE F (Audit Schedule)



ANNEXURE A

BASIC RISK ASSESSMENT

Part C3: Scope of Work



Part C3: Scope of Work

**F.8 PARTICULAR SPECIFICATION – QMS: EMPLOYER’S AGENT’S
QUALITY MANAGEMENT SPECIFICATION****CONSTRUCTION QUALITY ASSURANCE PROCEDURES (CQAP)****QMS1. INTRODUCTION**

The Employer’s Agent subscribes to a Quality Management System accredited by a number of certification bodies including ISO 9001 (2015).

This document/specification summarises the Quality Control Procedures used by the Employer’s Agent in the Quality Assurance and Control on site works. These procedures are to be used by Employer’s Agent’s Representative Staff (i.e. ER and his assistants) and the Contractor’s staff on the following commonly encountered sites;

1. Pipelines
 1. UPVC Pipelines
 2. Steel Pipelines
2. Reservoirs
3. Building Works
4. Roadworks

The procedures have been developed as “intellectual” property of the Employer’s Agent and may only be used on sites managed by the Employer’s Agent. Any other use is subject to consent/agreement with the Employer’s Agent.

All references to approval by the Employer’s Agents and/or his Representative(s) require that the Contractor (via the Site Agent) initiates the necessary request for approval). In addition the Contractor will be required to maintain a copy of all records as required by this Specification.

The application of the procedures will be agreed as appropriate between the Contractor’s Site Agent and the Employer’s Agent (or his Representative) at the commencement of construction activities,.

It will be deemed that the Contractor has incorporated in his programme and completion period and pricing, the necessary requirements to comply with this Specification fully.

Part C3: Scope of Work

1.1 Elements of Site Quality Assurance

The elements of Site Quality Assurance comprise the following:

1. general elements that apply to all sites and
2. site specific elements that are specific to sites and may be dependent on the type of construction.

QMS2 GENERAL ELEMENTS APPLICABLE TO ALL SITES**2.1 Construction Quality Control Organization**

This section presents the requirements of key site personnel involved on construction sites, i.e. Employer's Agent's Representative (ER) staff and Contractor's staff. The following quality assurance procedures for site quality assurance personnel should be followed:

Part C3: Scope of Work

2.1.1 Employer's Agent's Quality Assurance Personnel

The following ER staff appointments' procedure should be followed to ensure the right superintendence on contracts:

Item	Activity	Remarks	Responsible Party	Approval by
1	Appointment of Employer's Agent for contracts	Stated in contract data	Employer's Agent	Employer
2	Supervision staffing arrangements	Proposed prior to construction work	Employer's Agent	Employer
3	Site staff	Proposal for site personnel including CV's	Employer's Agent	Employer
4	Roles	Delegation of powers by Employer's Agent	Employer's Agent	Employer's Agent

The site staff will comprise the Employer's Agent's Representative (ER) and ER's assistants (Field Officers):

1. Employer's Agent's Representative (ER)

The ER is the primary point of contact for the Employer's Agent on all construction management issues. The ER will monitor and approve each contractor's quality submittal to ensure that the project is meeting the specifications and requirements. The ER will manage the implementation of the CQAP at the project sites with assistance from Field Officers appointed by the Employer's Agent.

2. ER Assistants/Field Officers (FO's)

Field Officers (FOs) are responsible to the ER and support the ER's management of the CQAP. The FOs will monitor the day-to-day activities of the contractor. This includes ensuring that contractors comply with the drawings and specifications, applicable SABS standards, good workmanship, and the CQC requirements. As part of this effort, FOs will:

1. conduct independent inspections to verify the quality of the work;
2. participate in contractor inspections;
3. review test and inspection reports; and

Part C3: Scope of Work

- 4. ensure that the required documentation is submitted.

The FOs will be alert to detect, record, and report any deviation from the contract documents, including calling any deficient item to the attention of the ER and the contractors’ Site Agents. The FOs will keep accurate and detailed records of the contractor’s performance and progress, delivery of materials, and other pertinent matters, including the daily inspection report.

2.2 Contractor’s Quality Assurance Personnel

The contractors are responsible for the quality control of their constructed work product as well as the necessary inspections and tests required to ensure that their work complies with the contract documents.

2.2.1 Contractor’s Site Staff

The contractors’ Site Agents are the primary point of contact for the Contractors on all construction management issues. The Site Agents must be full-time on site for the contractors. The Site Agents must have full authority to institute any and all actions necessary for the successful implementation of the CQC program to ensure compliance with the drawings and technical specifications.

The following procedures apply with respect to appointment of the contractor’s key personnel:

Aspect	Remarks	Approval By	When
Appointment of Site Agent	As per tender for quality based evaluated tenders	Employer’s Agent	Prior to commencement of construction
Appointment of Site Forepersons	As per tender for quality based evaluated tenders	Employer’s Agent	Prior to commencement of construction

2.3 Site Establishment

The Employer’s Agent’s Representative shall inspect and approve/disapprove contractor’s site establishment using Quality Procedure Form QC 01.

Part C3: Scope of Work

2.4 General

The Site Agent is required to complete the necessary 1-2 page forms requesting for approval of the following General Items. Thereafter the ER must undertake the following general items as appropriate:

1	Confirm "Permission to Occupy" has been received from the relevant authority.
2	"Handover of Site" to Contractor to be confirmed in writing.
3	Inspect and approve Site Establishment (Form QC 01).
4	Setup Site Files/Filing System.
5	Ensure a copy of the Contract Document is retained on Site by the Contractor.
6	Ensure a full set/s of approved drawings is/are retained on Site by the Contractor.
7	Maintain a Drawing Register.
8	Ensure a copy of the latest Contract Program is clearly displayed on Site.
9	Establish Quality Assurance Procedures and carry out inspections as and when required.
10	Issue Site Instructions as and when required.
11	Ensure Safety File, including Dept. of Labour notification, is up to date and on Site and all relevant regulations, including issuing of PPE, are strictly adhered to.
12	Ensure all relevant information is recorded in a daily Site Diary and counter signed.
13	Hold regular Work Meetings with the Contractor.
14	Hold regular Site Meetings with the Client, Professional Team and the Contractor.
15	Maintain a copy of the Environmental Record of Decision on Site

QMS3 SITE SPECIFIC QUALITY ASSURANCE PROCEDURES

Quality assurance inspections and testing will be used to verify the adequacy and effectiveness of the contractor's quality control program. The Employer's Agent's Quality Assurance Personnel detailed above will provide inspection and supervision within the scope of work, which includes monitoring of the following construction activities:

Part C3: Scope of Work

1. Manufacture of materials
2. Transporting and off-loading and storage of construction materials
3. Inspection of construction activities, including:
 1. Pipework
 1. Steel
 2. uPVC
 2. Reinforced Concrete Reservoirs
 3. Building Works
 4. Pump stations (mechanical & electrical installations)
 5. Roadworks

The Contractor will be required to formally request for inspection for any activity which he deems to be complete before proceeding to the next stage of the whole operation. Formal requests must be filled in the relevant **QC Form**.

Contractor Deficiency Correction

When material, performed work or installation is found to be deficient and/or does not meet the project specifications, the Employer's Agent's QA personnel will assure deficiency correction is implemented. In addition to results of an inspection being recorded on the relevant **QC Form**, in the event of inspection failure, the Employer's Agent's QA personnel will fill in **Form QC 008 "Failure Report"**, to record the deficiencies. A copy of this report will be handed over to the Contractor's Site Agent. The Contractor will implement corrective actions to remedy work that is not in accordance with the drawings and specifications. The corrective actions will include removal and replacement of deficient work using methods approved by the ER. Removal must be done in a manner that does not disturb work that meets QC/QA criteria; otherwise, the disturbed material must also be removed and replaced. Replacement must be done in accordance with the corresponding technical specifications. Replacement will be subjected to the same scope of QC/QA inspection and testing as the original work. If the replacement work is not in accordance with the drawings and specifications, the replacement work will be removed, replaced, re inspected and re-tested.

Activities which specifically require approval before the next stage can proceed are as detailed in this section.

3.1 Pipework

The following procedures will be used for pipework quality assurance:

The ER is responsible for ensuring the following quality assurance procedure is followed, **as a minimum**:

Part C3: Scope of Work

1	Inspect & Approve Setting Out (Form QC 001).
2	Inspect & Approve Pipeline Trenches (Form QC 002).
3	Inspect & Approve Pipeline Bedding (Form QC 003).
4	Inspect & Approve Pipe Installation – PVC (Form QC 004B).
5	Inspect & Approve Pipeline Pressure Testing (Form QC 006).
6	Inspect & Approve Backfilling to Trenches (Form QC 007).

Copies of the Employer's Agent's forms are available for inspection at the offices of the Employer's Agent.

3.2 Reinforced Concrete Works

The ER is responsible for ensuring the following quality assurance procedure is followed, **as a minimum**:

1	Inspect & Approve Setting Out (Form QC 001).
2	Inspect & Approve Excavations (Form QC 008).
3	Inspect & Approve Backfilling to Excavations (Form QC 009).
4	Inspect & Approve Excavations prior to Blinding (Form QC 010).
5	Inspect & Approve Cast Concrete (Form QC 016).
6	Inspect & Approve Structure prior to Concreting (Form QC 015).
7	Inspect & Approve Cast Concrete (Form QC 016).
8	Inspect & Approve Backfilling to Excavations (Form QC 009).

Copies of the Employer's Agent's forms are available for inspection at the offices of The Employer's Agent cc.

Part C3: Scope of Work

3.3 Building Works

The ER is responsible for ensuring the following quality assurance procedure is followed, **as a minimum**:

1	Inspect & Approve Setting Out (Form QC 001).
2	Inspect & Approve Excavations (Form QC 008).
3	Inspect & Approve Backfilling to Excavations (Form QC 009).
4	Inspect & Approve Excavations prior to Blinding (Form QC 010).
5	Inspect & Approve Cast Concrete (Form QC 016).
6	Inspect & Approve Foundations prior to Concreting (Form QC 011).
7	Inspect & Approve Cast Concrete (Form QC 016).
8	Inspect & Approve Sub Structure Brickwork (Form QC 012).
9	Inspect & Approve Foundations prior to Surface Bed Concreting (Form QC 013).
10	Inspect & Approve Cast Concrete (Form QC 016).
11	Inspect & Approve Superstructure Brickwork (Form QC 014).
12	Ensure relevant Certificates are received/issued for the roof structure.

Copies of the Employer's Agent's forms are available for inspection at the offices of the Employer's Agent.

3.4 Roadworks

The ER is responsible for ensuring the following quality assurance procedure is followed, **as a minimum**:

1	Inspect & Approve Setting Out (Form QC 001).
2	Inspect & Approve Excavations (Form QC 008).
3	Inspect & Approve Backfilling to Excavations (Form QC 009).
4	Inspect & Approve Excavations prior to Blinding (Form QC 010).

Part C3: Scope of Work

5	Inspect & Approve Earthworks (Form QC 017).
6	Inspect & Approve Subgrade Construction (Form QC 018).
7	Inspect & Approve Pavement Layerworks/Subbase (Form QC 019).
8	Inspect & Approve Base Construction (Form QC 020).
9	Inspect & Approve Culvert Construction (Form QC 021).
10	Inspect & Approve Headwalls and Wing Walls (Form QC 022).
11	Inspect & Approve Subsoil Drainage (Form QC 023).
12	Record Site Measurement (Form QC 025)

Copies of the Employer's Agent's forms are available for inspection at the offices of the Employer's Agent.

QMS4 DOCUMENTATION

4.1 Overview

An effective CQA Plan depends largely on recognition of all construction activities that should be monitored and on assigning responsibilities for the monitoring of each activity. This is most effectively accomplished and verified by the documentation of quality assurance activities. The ER will document that quality assurance requirements have been addressed and satisfied. The ER will provide the Employer's Agent with signed descriptive remarks, data sheets, and inspection reports to verify that monitoring activities have been carried out. The ER will also maintain, at the job site, a complete file of Drawings and Technical Specifications, a CQA Plan, test procedures, daily diaries, and other pertinent documents.

4.2 Daily Site Diary

A daily construction site diary will be prepared and signed by each Site Agent and the ER. The diary will include a summary of the contractor's daily construction activities. At a minimum, the daily construction diary will include the following information:

1. Date, project name, location, and other identification
2. Description of weather conditions, including temperature, cloud cover, and rainfall
3. Reports on any meetings held and their results

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4. Record of visitors to site
5. Locations of construction underway during that day
6. Equipment and personnel working in each activity, including subcontractors
7. Descriptions of work being inspected
8. Decisions made regarding approval of units of material or of work, and corrective actions to be taken
9. Description of problems or delays and resolution
10. Communications with contractor staff
11. Construction activities completed and/or in progress
12. Signature of the diary preparer

The daily site diary will be routed on a daily basis to the project QC/QA files and will be maintained as part of the permanent project record.

4.3 Control of Quality Records

The ER verifies QA record accuracy and maintains copies of all quality-related documentation. This includes, but may not be limited to:

1. Daily construction QA records;
2. Inspection reports;
3. Non-conformance (Failure) reports;
4. Material receiving reports; and
5. Monitoring and test data.

These records will be stored in files maintained in the project document control files. All original documents pertaining to QC information will be maintained in the project file located at the site. All records shall be available for inspection and audit, at any time, by the Employer's Agent and/or the Employer or their Agents

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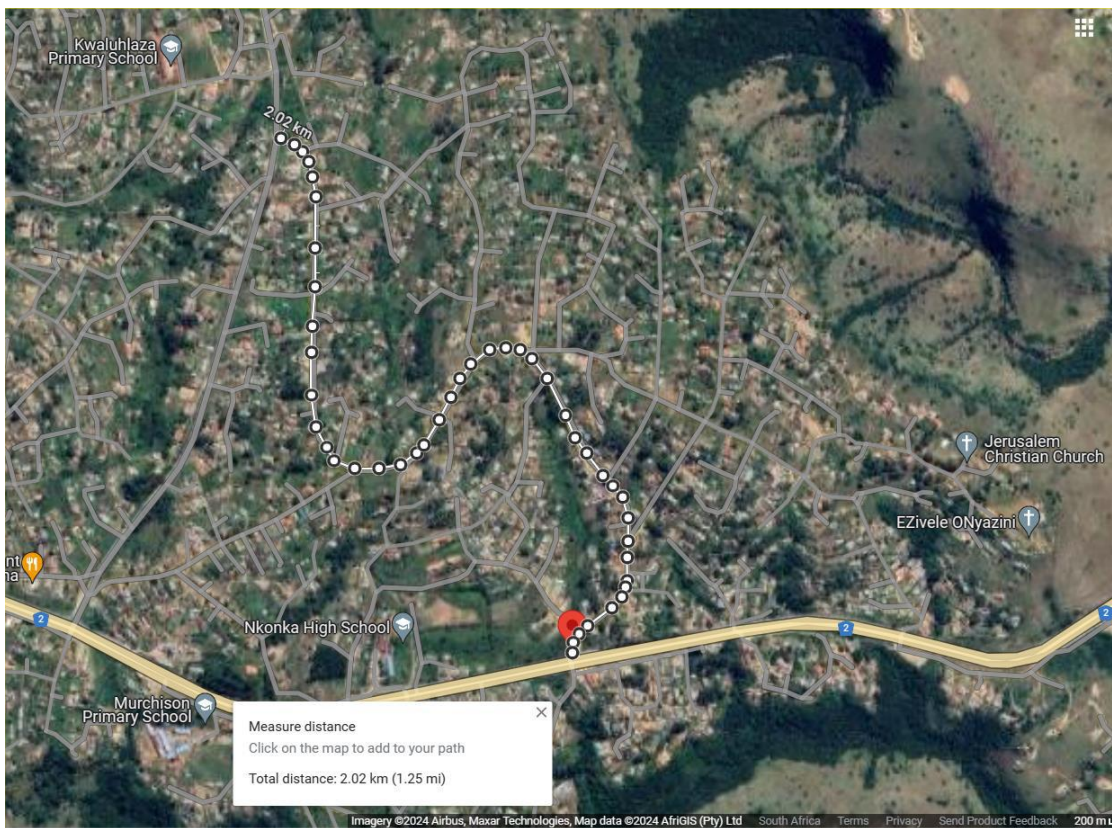
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PART C4: SITE INFORMATION

1. Locality Plan

The Locality Plan is provided hereunder.



2. Site Conditions

The following site conditions apply:

Site Conditions	Specific Details
Altitude above sea level	Maximum 100 m

Ambient temperatures	Maximum : 30°C Minimum : 4°C 24 hour Average Max : 30°C
Maximum relative humidity	100%
Environmental atmosphere	Humid with high salt content, severely corrosive.
Lightning	Severe

3. Geotechnical Investigations Report

The geotechnical investigation report is attached hereto as Annexure A.

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PART C5: DRAWINGS

The drawings issued to tenders as part of the tender documents must be regarded as provisional and preliminary for the tenderer's benefit to generally assess the scope of work. The drawings may be issued as a separate book of drawings or else bound in as part of this document. The work shall be carried out in accordance with the latest available revision of the drawings approved for construction (AFC).

At commencement of the contract, the Employer's Agent shall deliver to the Contractor copies of the AFC drawings and any instructions required for the commencement of the works. From time to time thereafter during the progress of the works, the Employer's Agent may issue further drawings for construction purposes as may be necessary for adequate construction, completion and defects correction of the works.

Drawings issued separately are listed in the Book of Drawings. Drawings issued as part of this volume are listed hereafter.

All drawings and specifications and copies thereof remain the property of the Employer, and the Contractor shall return all drawings and copies thereof to the Employer at the completion of the contract.

Tender drawings are issued separately and are listed hereunder:

LIST OF DRAWINGS

TITLE	
Drawing N°.	Description
P109-RD-100	ROAD GENERAL LAYOUT
P109-RD-101	TYPICAL CROSS-SECTION AND PAVEMENT DESIGN DETAILS
P109-RD-102	TYPICAL SPEED HUMP DETAILS
P109-RD-103	TYPICAL GUARDRAIL DETAILS
P109-RDLS-101	ROAD LONGITUDINAL SECTION 1 (SHEET 1 OF 4)
P109-RDLS-102	ROAD LONGITUDINAL SECTION 2 (SHEET 2 OF 4)
P109-RDLS-103	ROAD LONGITUDINAL SECTION 3 (SHEET 3 OF 4)
P109-RDLS-104	ROAD LONGITUDINAL SECTION 4 (SHEET 4 OF 4)
P109-RDLS-105	CONNECTING INTERSECTIONS LONGITUDINAL SECTION 5
P109-RDCS-101	ROAD CROSS-SECTION 1 (SHEET 1 OF 6)
P109-RDCS-102	ROAD CROSS-SECTION 2 (SHEET 2 OF 6)
P109-RDCS-103	ROAD CROSS-SECTION 3 (SHEET 3 OF 6)
P109-RDCS-104	ROAD CROSS-SECTION 4 (SHEET 4 OF 6)
P109-RDCS-105	ROAD CROSS-SECTION 5 (SHEET 5 OF 6)
P109-RDCS-106	ROAD CROSS-SECTION 6 (SHEET 6 OF 6)
P109-ST-201	STORMWATER LAYOUT
P109-ST-202	STORMWATER LONGITUDINAL SECTIONS
P109-ST-203	TYPICAL STORMWATER STRUCTURE DETAILS
P109-ST-204	TYPICAL CAUSEWAY DETAILS