



**MUNICIPAL NOTICE No.: 109 OF 2025
TENDER NO: 8/2/RNM0601**

**CONSTRUCTION OF BHAYIYA VEHICULAR BRIDGE AND ACCESS
ROAD IN WARD 33**

CIDB CLASSIFICATION 7CE OR HIGHER

Name of Tenderer:

.....

**This tender closes at 12h00 on Monday, 14 JULY 2025 at the offices of the Ray Nkonyeni
Municipality located at 10 Connor Street, Port Shepstone**

NO LATE SUBMISSIONS WILL BE CONSIDERED

BID AMOUNT R_____

Issued by:

RAY NKONYENI MUNICIPALITY

No.10 Conner Street
Marburg
Port Shepstone
4240

Tel: 039 688 2000
Fax: 039 682 0327

Prepared By:

BOSCH PROJECTS (PTY) LTD

P O Box 2009
DURBAN
4000

Tel: 031 535 6000

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE RAY NKONYENI MUNICIPALITY					
BID NUMBER:	8/2/RNM0601	CLOSING DATE:	14 JULY 2025	CLOSING TIME:	12H00
DESCRIPTION	CONSTRUCTION OF BHAYIYA ACCESS ROAD INFRASTRUCTURE (WARD 33 EZINGOLWENI)				
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?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS / SERVICES / WORKS OFFERED?	☐ Yes ☐ 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	SUPPLY CHAIN MANAGEMENT		CONTACT PERSON	Amanda Goqo	
CONTACT PERSON	Bongani Mfenqa		TELEPHONE NUMBER	039 688 2155	
TELEPHONE NUMBER	039 312 8304		FACSIMILE NUMBER	039 688 2156	
E-MAIL ADDRESS	Bongani.mfenqa@rnm.gov.za		E-MAIL ADDRESS	Amanda.Goqo@rnm.gov.za	

PART B TERMS AND CONDITIONS FOR BIDDING

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

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

SIGNATURE OF BIDDER.....

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

DATE.....

GENERAL TENDER INFORMATION

TENDER ADVERTISED	:	Thursday, 12 June 2025
ESTIMATED CIDB CONTRACTOR GRADING	:	7CE or Higher
CLARIFICATION MEETING	:	Compulsory site briefing meeting Wednesday, 25 June 2025 at 10H00
VENUE FOR CLARIFICATION MEETING	:	Ezingolweni office and we will proceed to site on the proposed Bhayiya bridge, Ezingolweni
CLOSING DATE	:	14 July 2025
CLOSING TIME	:	12H00
CLOSING VENUE	:	Bid Box at Municipal Offices at 10 Connor Street, Port Shepstone
INSTRUCTIONS	:	Fully completed Bid Documents, with two (2) copies 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.

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T1.1 TENDER NOTICE AND INVITATION TO TENDER

Bids are hereby invited to tender for the **CONSTRUCTION OF BHAYIYA VEHICULAR BRIDGE AND ACCESS ROAD WARD 33** 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 an award.

Only tenderers who comply with the functionality criteria for experience of key persons, company past performance portal culverts of vehicular bridge construction projects as stated in the Tender Data, are eligible to be considered for further evaluation.

Tenderers shall be required to demonstrate that they will have in their employ during the contract period the necessary personnel satisfying the requirements of the Scope of Work.

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 **Thursday, 12 June 2025**.

A compulsory site clarification meeting will be held by the Department of Technical Services on Wednesday, 25 June 2025 at 10h00 outside Ezingolweni Office and we will proceed to site on the proposed Bhayiya, Ezingolweni

Bidders to submit two (02) copies of the bid document together with the original bid document, bidders that fail to submit copies will be disqualified. Fully completed Bid documents, with two (2) copies of the original document in a sealed envelope, must be clearly marked with the relevant Bid Number as follows: - **TENDER NO: 8/2/RNM0601 – CONSTRUCTION OF BHAYIYA VEHICULAR BRIDGE AND ACCESS ROAD WARD 33**

The completed Bids (**Original and 2 copies**) must be deposited in the bid box, situated in the Bid Box of the Municipal Offices at 10 Connor Street, Port Shepstone, no later than **Monday, 14 July 2025 at 12h00**. After closure, the tender will be opened in public.

PRE-QUALIFICATION CRITERIA

Stage 1: Functionality

The 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
Relevant Qualifications and experience of Company director (s)	30
Relevant Previous Experience of the bidder on Bridge Projects	20
Foreman Experience	20
Total Possible Points	70

Bidders must score a minimum of 60% to pass functionality evaluation

Stage 2: Financial Offer and Preference (Specific Goals) discussion

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. (60/20 system)		Verification Document
Local companies	10	Enterprise Located within the Ray Nkonyeni Local Municipality = 10	Company proof of 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		

Technical enquiries may be addressed to Ms. Amanda Goqo of Ray Nkonyeni Municipality (039 688 2155)/email amanda.goqo@rnm.gov.za or Mr Parellin Naidoo of Bosch projects : Tel no 031 535 6000/ email: naidoop@boschprojects.co.za by no later than three (3) days before tender closure.

Procurement enquiries may be addressed to Bongani Mfenqa of Ray Nkonyeni Municipality by no later than three days before tender closure on Tel No.: 039 312 8304 or Email: bongani.mfenqa@rnm.gov.za

NOTE TO BIDDERS ON BID CONDITIONS:

- 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 bid.
- Service providers are required to download bid documents before the clarification meeting and present them in meeting on a specified date if any.
- A compulsory site clarification meeting will be held as per details provided on tender notice.
- Bidder must attach their latest financial statements with the bid failure to furnish a set off audited financial statements will result in the tender not being further evaluated.
- Bids that are submitted late, incomplete, unsigned or by facsimile, electronically or not completed in black ink will be rejected and not accepted for further evaluation.
- 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.
- Members or Directors of Companies or Service Providers who are state employees are not allowed to bid or quote.
- Unsuccessful bidders will be informed of the tender outcome through the Municipal website. 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.

- The original bid document plus **TWO extra (02)** copy must be submitted, failure to submit two copies will result in disqualification.
- Bids submitted are to be valid for a period of **120 days**.
- Joint ventures are allowed only:
 - If the lead partner has the higher CIDB Grading
 - There is a proper Joint Venture Agreement indicating the lead partner.

NB: FAILURE TO SUBMIT TWO (2) COPIES WILL RESULT IN DISQUALIFICATION OF THE TENDER.

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.

- **Company registration documents.** ☐
- **Certified copy of ID documents of directors/owners/members/
shareholders** ☐
- **Copy of a valid TAX Compliance Certificate or Tax Compliance Status
PIN Sheet.** ☐
- **Declarations (MBD 4, 6.1, 8 & 9).** ☐
- **Joint Venture Agreements** ☐

STANDARD FORMS

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

T1.2 TENDER DATA

T1.1.1 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.

F.1 GENERAL

F.1.1 Actions

F.1.1.1. 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 F.2 and F.3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.

F.1.1.2. 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.

F.1.1.3. 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.

F.1.2 Tender Documents

F.1.2.1. The documents issued by the employer for the purpose of a tender offer are listed in the tender data.

F.1.3 Interpretation

F.1.3.1. 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.

F.1.3.2. *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.*

F.1.3.3. *For the purposes of these conditions of tender, the following definitions apply:*

- a) **conflict of interest** means any situation in which:
 - i) *someone in a position of trust has competing professional or personal interests which make it difficult to fulfil his or her duties impartially;*
 - ii) *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*
 - iii) *incompatibility or contradictory interests exist between an employee and the organisation which employs that employee.*
- b) **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
- c) **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
- d) **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
- e) **organization** means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body
- f) **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.

F.1.4. 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.

F.1.5. The Employer's Right to Accept or Reject Any Tender Offer

F.1.5.1. *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.*

F.1.5.2. *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*

F.2 TENDERER'S OBLIGATIONS

F.2.1. Eligibility

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.

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.

F.2.2. 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.

F.2.3. Check Documents

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

F.2.4. 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.

F.2.5. 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.

F.2.6. 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.

F.2.7. 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.

F.2.8. 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.

F.2.9. 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.

F.2.10. Pricing the Tender Offer

- F.2.10.1.** 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 14 days before the closing time stated in the tender data.
- F.2.10.2.** Show VAT payable by the employer separately as an addition to the tendered total of the prices.
- F.2.10.3.** 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.
- F.2.10.4.** 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.

F.2.11. 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.

F.2.12. Alternative Tender Offers

- F.2.12.1.** 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.
- F.2.12.2.** 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.

F.2.13. Submitting a Tender Offer

- F.2.13.1.** 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.
- F.2.13.2.** 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.
- F.2.13.3.** 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.
- F.2.13.4.** 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.
- F.2.13.5.** 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.
- F.2.13.6.** 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.
- F.2.13.7.** 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.

F.2.13.8. *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.*

F.2.13.9. *Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.*

F.2.14. 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.

F.2.15. Closing Time

F.2.15.1. *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.*

F.2.15.2. *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.*

F.2.16. Tender Offer Validity

F.2.16.1. *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.*

F.2.16.2. *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.*

F.2.16.3. *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.*

F.2.16.4. *Where a tender submission is to be substituted, submit a substitute tender in accordance with the requirements of F.2.13 with the packages clearly marked as "SUBSTITUTE".*

F.2.17. 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 F.2.17 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.

F.2.18. Provide other Material

F.2.18.1. *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.*

F.2.18.2. *Dispose of samples of materials provided for evaluation by the employer, where required.*

F.2.19. Inspections, Tests and Analysis

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

F.2.20. 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.

F.2.21. 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.

F.2.22. 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.

F.2.23. Certificates

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

F.3 THE EMPLOYER'S UNDERTAKINGS

F.3.1. Respond to Requests from the Tenderer

F.3.1.1. *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.*

F.3.1.2. *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:*

- a) 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;*
- b) 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*
- c) in the opinion of the Employer, acceptance or the material change would compromise the outcome of the prequalification process.*

F.3.2. 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.

F.3.3. 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.

F.3.4. 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.

F.3.5. 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.

F.3.6. Test for Responsiveness

F.3.6.1. *Determine, after opening and before detailed evaluation, whether each tender offer properly received:*

- a) complies with the requirements of these Conditions of Tender,*
- b) has been properly and fully completed and signed, and*
- c) is responsive to the other requirements of the tender documents.*

F.3.6.2. *A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:*

- a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,*
- b) significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or*
- c) 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.

F.3.7. Arithmetical Errors, Omissions and Discrepancies

F.3.7.1. *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.*

F.3.7.2. *Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with F.3.9 for:*

- a) the gross misplacement of the decimal point in any unit rate;*
- b) omissions made in completing the pricing schedule or bills of quantities; or*
- c) arithmetic errors in:*
 - i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or*
 - ii) the summation of the prices.*

F.3.7.3. *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.*

F.3.7.4. *Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:*

- a) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the 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.*

- b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall 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.

F.3.8. 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.

F.3.9. Evaluation of Tender Offers

F.3.9.1. Method 4: Financial Offer, Quality and Preferences (functionality)

In the case of a Financial Offer, Quality and Preferences:

- a) Score quality, rejecting all Tender Offers that fail to score the minimum number of points for quality stated in the Tender Data, if any.
- b) Score tender evaluation points for each financial offer.
- c) Confirm that Tenderers are eligible for the preferences claimed and, if so, score tender evaluation points for preferencing.
- d) Calculate total number of tender evaluation points (TEV) in accordance with the following formula:

$TEV = NFO + NP + NQ$
where:

- NFO is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.6.1;
 - NP is the number of tender evaluation points awarded for preferences claimed in accordance with F.3.11.6.2.
 - NQ is the number of tender evaluation points awarded for quality offered in accordance with F.3.11.6.3.
- e) Rank Tender Offers from the highest number of tender evaluation points to the lowest.
 - f) Recommend the Tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable

The 80/20 preference point system for acquisition of services, works or goods up to Rand value of R50 million.

- 1) (a)(i) The following formula must be used to calculate the points for price in respect of tenders with a rand value equal to, or above R 30 000 and up to Rand value of R 50 000 000 (all applicable taxes included):

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

Where:

Ps = Points scored for price of tender or offer under consideration;

Pt = Price of tender or offer under consideration; and

Pmin = Price of lowest acceptable tender or offer

- 2) The following table must be used to calculate the score out of 20 for Specific Goals:

SPECIFIC GOALS	POINTS	Verification Documents
Local companies	10	Company proof of address
An EME or QSE which is at least 100% owned by black people	10	CIPC: Shareholders certificate and Sworn Affidavit
Total points	20	

- 3) The points scored by a tenderer of Specific Goals in terms of sub regulation (2) must be added to the points scored for price under sub regulation (1).
- 4) The points scored must be rounded off to the nearest two decimal places.
- 5) Subject to sub regulation (9) and regulation (11), the contract must be awarded to the tenderer scoring the highest points.
- 6) (a) If the price offered by a tenderer scoring the highest points is not market related, the organ of state may not award the contract to that tenderer.
- (b) The organ of state may –
- (i) negotiate a market related price with the tender scoring the highest points or cancel the tender;
- (ii) if the tenderer does not agree to a market related price, negotiate a market related price with the tenderer scoring the second highest points or cancel the tender.
- (iii) if the tenderer scoring the second highest points does not agree to a market related price, negotiate a market related price with the tenderer scoring the third highest points or cancel the tender.
- (c) If a market related price is not agreed as envisaged in paragraph (b)(iii), the organ of state must cancel the tender.

The 90/10 preference points system for acquisition of services, works or goods with a Rand value above R 50 million

- 1) a)(i) The following formula must be used to calculate the points for price in respect of tenders with a rand value above R 50 000 000 (all applicable taxes included):

$$Ps = 90 \left(1 - \frac{Pt - Pmin}{Pmin} \right)$$

Where:

Ps = Points scored for price of tender or offer under consideration;

Pt = Price of tender or offer under consideration; and

Pmin = Price of lowest acceptable tender or offer

- 2) The points for Specific Goals out of 10 shall be calculated as specified in the Tender Data.
- 3) The points scored by a tenderer of Specific Goals in terms of sub regulation (2) must be added to the points scored for price under sub regulation (1).
- 4) The points scored must be rounded off to the nearest two decimal places.
- 5) Subject to sub regulation (9) and regulation (11), the contract must be awarded to the tenderer scoring the highest points.
- 6) (a) If the price offered by a tenderer scoring the highest points is not market related, the organ of state may not award the contract to that tenderer.
- (b) The organ of state may –
- (i) negotiate a market related price with the tender scoring the highest points or cancel the tender;
- (ii) if the tenderer does not agree to a market related price, negotiate a market related price with the tenderer scoring the second highest points or cancel the tender.

(iii) if the tenderer scoring the second highest points does not agree to a market related price, negotiate a market related price with the tenderer scoring the third highest points or cancel the tender.

(c) If a market related price is not agreed as envisaged in paragraph (b)(iii), the organ of state must cancel the tender.

F.3.9.2. Decimal Places

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

F.3.9.3. Scoring Price

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

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

where:

- N_{FO} is the number of tender evaluation points awarded for the financial offer.
- W_1 is the maximum possible number of tender evaluation points awarded for the financial offer as stated in the Tender Data.
- 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	$A = (1 + \frac{(P - P_m)}{P_m})$	$A = P/P_m$
2	Lowest price or percentage commission / fee	$A = (1 - \frac{(P - P_m)}{P_m})$	$A = P_m/P$
^a P_m is the comparative offer of the most favourable comparative offer P is the comparative offer of the tender offer under consideration			

F.3.9.4. 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.

F.3.9.5. Scoring Functionality

Score each of the criteria and sub criteria for quality in accordance with the provisions of the Tender Data.

Calculate the total number of tender evaluation points for quality using the following formula:

$$NQ = W_2 \times S_o/M_s$$

where:

- S_o is the score for quality allocated to the submission under consideration;
- M_s is the maximum possible score for quality in respect of a submission; and
- W_2 is the maximum possible number of tender evaluation points awarded for the quality as stated in the tender data

F.3.10. 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.

F.3.11. 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:

- a) is not under restrictions, or has principals who are under restrictions, preventing participation in the employer's procurement,*
- b) 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,*
- c) has the legal capacity to enter into the contract,*
- d) 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,*
- e) complies with the legal requirements, if any, stated in the tender data, and*
- f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.*

F.3.12. Prepare Contract Documents

F.3.12.1. *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:*

- a) addenda issued during the tender period,*
- b) inclusion of some of the returnable documents, and*
- c) other revisions agreed between the employer and the successful tenderer.*

F.3.12.2. *Complete the Schedule of Deviations attached to the Form of Offer and Acceptance, if any.*

F.3.13. 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.

F.3.13.1. *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.*

F.3.14. 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.

F.3.15. 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-numerics 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	6.5 000 000
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	99,999,999,999.00

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

CIDB Class of Construction	
CE	Civil Employer's Agent
EB	Electrical Employer's Agent Work - Building
EP	Electrical Employer's Agent Work - Infrastructure
ME	Mechanical Employer's Agent
GB	General Building
SB	Asphalt Works (Supply and Lay)
SC	Building Excavations, Shaft Sinking and Lateral Earth Support
SD	Corrosion Protection (Cathodic, Anodic and Electrolytic)
SE	Demolition and Blasting
SF	Fire Preventions and Protection Systems
SG	Glazing, Curtain Walls and Shop Fronts
SH	Landscaping and Horticulture Works
SI	Lifts, Escalators and Travellators (installation, commissioning and maintenance)
SJ	Piling and specialized foundations for buildings and structures
SK	Road Marking and Signage
SL	Structural Steel Fabrication and Erection
SM	Timber Buildings and Structures
SN	Waterproofing of basements, roofs and walls using specialist equipment
SO	Water Supply and Drainage for buildings (wet services, plumbing)
SQ	The development, extension, installation, repair, removal, alteration, dismantling or demolition of precast concrete or steel security fencing.

T1.1.2 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
------------	----------------------------------

F.1 General

F.1.1 Actions

Add the following:

“The Employer is RAY NKONYENI MUNICIPALITY, represented by Ms Amanda Goqo (email: amanda.goqo@rnm.gov.za.”)

F.1.2 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 Employer’s Agent (SAICE)
3. The Occupational Health and Safety Act No 85 and Amendment Act No 181 of 1993, and the Construction Regulations (2014).
4. SANS 1921 (2004) Construction and Management Requirements for Works Contracts: Part 6.
5. SANS 1914 (2002): Targeted Construction Procurement: Parts 1 – 6.
6. The Preferential Procurement Policy Framework Act No 5 of 2000, and the Preferential Procurement Policy Framework Act Regulations (November 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

T1.1 Tender Notice And Invitation To Tender

Part T2: Returnable Documents

T2.1 List Of Returnable Documents

T2.2 Returnable Schedules

The Contract

Part C1: Agreements and Contract Data

C1.1 Form of Offer and Acceptance

C1.2 Contract Data

C1.3 Pro-Forma Performance Guarantee

C1.4 Occupational Health And Safety Agreement

Part C2: Pricing Data

C2.1 Pricing Instructions

C2.2 Bill Of Quantities

Part C3: Scope of Work

C3.1 Standard Specifications

C3.2 Project Specifications

C3.3 Particular Specifications

Part C4: Site Information

C4.1 Geotechnical Report (Available on request)

C4.2 Draft Environmental Management Programme (Available on request)

Part C5: Drawings

C5.1 Drawings

F.1.4 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 : Bosch Projects (Pty) Ltd
Address : 23A Flanders Drive
: Mt Edgecombe
: 4302

Telephone no. : 031 535 6000
Email : naidoop@boschprojects.co.za
Contact Person : Mr. Parellin Naidoo

F.2 Tenderer's obligations

F.2.1 Eligibility

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

A. 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.

B. Joint ventures are eligible to submit tenders provided that:

1. Every member of the joint venture is registered with the CIDB;
2. The lead partner has a contractor grading designation in the **CE** class of construction work;
3. The combined contractor grading designation calculated in accordance with the Construction Industry Development Board Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 6CE class of construction work or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations; and
4. Tenders submitted by joint ventures of two or more firms must 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 defines 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.
5. The Tenderer, if a Joint Venture, must submit a signed JV Agreement with the tender specific to the tendered Contract and showing clearly the percentage contribution of each partner to the Joint Venture. The value of work to be undertaken by each partner must be within their CIDB grading limit.

C. 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>."

F.2.7 Clarification Meeting

Add the following:

"The arrangement for a compulsory clarification meeting is as stated in the Tender Notice and Invitation to Tender is as follows:

Date : 25 June 2025

Time : 10h00

Venue : Ezingoleni Office

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.

F2.10.3 Pricing the Tender Offer

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

F.2.12 Alternative Tender Offers

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

Alternative tender offers do not apply.

F.2.13 Submitting a Tender Offer

A. Add the following at the end of F.2.13.3:

"Parts of each tender offer communicated on paper shall be submitted as an **original, plus two (2) copies.**"

B. Add the following after the first sentence of F.2.13.4:

"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."

C. Add the following after the first sentence of F.2.13.5:

"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/RNM0601
Notice No. 109 OF 2025**

Sealed tenders with the Tenderer's name and address and the endorsement "**TENDER NO. 8/2/RNM0601. Notice No. 109 OF 2025 - CONSTRUCTION OF BHAYIYA VEHICULAR BRIDGE AND ACCESS ROAD IN WARD 33**" on the envelope, must be placed in the appropriate official tender box at the abovementioned address."

F.2.15 Closing Time

F.2.15.1 *Add the following:*

"The closing time for submission of tender offers is **14 July 2025 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."

F.2.16 Tender Offer Validity

F.2.16.1 *Add the following:*

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

F.2.17 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."

F.2.23 Certificates

Add the following:

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

A. 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.

B. 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.

C. Company Registration

Certified Copies of company registration documents.

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

D. Ownership

Proof of Preference Points Claimed

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

F.3 *The Employer's Undertakings*

F.3.1 *Respond to Requests from the Tenderer*

F.3.1.1 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.

Add the following:

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

Time : **12H00, Monday, 14 July 2025**

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.**"

F.3.6 *Test for Responsiveness*

Add the following after F.3.6.2:

"Tenders will be considered non-responsive if:

- The tenderer has not completed and/or signed the Offer portion of C1.1 Form of Offer and Acceptance.
- The tenderer does not comply with the Contractor's CIDB grading designation specified in F.2.1 above.
- The tenderer has failed to clarify or submit any supporting documentation within the time for submission stated in the employer's written request for the supporting documentation."

F.3.9 *Evaluation of Tender Offers*

F.3.9.1 *General*

Add the following:

*"The Procedure for the evaluation of responsive tenders is **Method 4: Financial Offer, Quality and Preferences**. Quality (functionality) will also be used as a pre-qualifying criterion, with tenderers required to meet a minimum 60% points to qualify for further evaluation."*

F.3.11.7 *Scoring Price*

Add the following:

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

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

where:

- *N_{FO} is the number of tender evaluation points awarded for the financial offer.*
- *W_1 is the maximum possible number of tender evaluation points awarded for the financial offer as stated in the Tender Data = 40.*
- *A is a number calculated using the formula and option described in Table F.1 (Formula 2 & Option 1^a)."*

F.3.11.8. *Scoring Preferences: Specific Goals*

Up to **20 points** (for financial values up to R50 000 000) or 10 points (for financial values over R50 000 000) will be awarded to tenderers who are found to be eligible for the preference claimed.

Points will be awarded to qualifying Tenderers for meeting the Specific Goals criteria as per the Preferential Procurement Policy Framework Act, 2000: Preferential Procurement Regulations, 2022 as detailed below.

SPECIFIC GOALS	POINTS		Verification Document
Local companies	10	Enterprise Located within the Ray Nkonyeni Local Municipality = 10 Enterprise Located within the Ugu District Municipality = 5 Enterprise Located within the KZN Province = 1 Enterprise Located outside of KZN Province = 0	Company proof address
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 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	CIPC: Shareholders certificate and Sworn Affidavit confirming the status of EME or QSE
Total points	20		

F.3.11.9 Scoring Functionality

Add the following:

“Score each of the criteria and sub criteria for quality in accordance with the provisions of the Tender Data.

Calculate the total number of tender evaluation points for quality using the following formula:

$$NQ = W_2 \times S_o/M_s$$

where:

- S_o is the score for quality allocated to the submission under consideration.
- AM_s is the maximum possible score for quality in respect of a submission; and
- W_2 is the maximum possible number of tender evaluation points awarded for the quality as stated in the tender data = 40

Functionality will be applied as a prequalifying criterion to determine the tenderers that qualify for further evaluation. Functionality shall be scored as per the table below. Points will be allocated only where the required support documentation has been submitted by the tenderer.”

FUNCTIONALITY SCORING CRITERIA

Tenderers are to submit information in respect of the following criteria upon which they will be scored for Functionality. 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:

- A maximum of **30 points** will be awarded for relevant qualifications and demonstrated experience of company director(s).
- A maximum of **20 points** will be awarded for demonstrated previous experience with respect to undertaking construction of bridge projects.
- A maximum of **20 points** will be awarded for demonstrated previous experience of a site Foreman

Score quality, rejecting all tender offers that fail to score the minimum number of **60% (42 out of 70)** of the points for quality stated in the tender data. Point system for functionality will be as per the table

DETAILED BREAKDOWN OF FUNCTIONALITY POINTS

Criteria 1: Qualifications and Demonstrated Experience of the company director(s): company director (CD) with at least a minimum qualification of a National Diploma (NQF6), Equivalent or higher in Civil Engineering or Built Environment.		
If CD has NQF level 6 (National Diploma) or Higher with 10 years or more experience and has completed similar projects.	30	30
If CD has NQF level 6 (National Diploma) or Higher with 7-9 years' experience and has completed similar projects	25	
If CD has NQF level 6 (National Diploma) or Higher with 4-6 years' experience and has completed similar projects	15	
If CD has NQF level 6 (National Diploma) or Higher with 1-3 years' experience in construction of similar projects.	10	
If CD 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 references. Qualifications obtained from outside South Africa to be accompanied by SAQA certification.		
Criteria 2: Relevant Experience -The company has successfully completed projects for Construction of bridges in the past five years.		
5 or more Project in construction of bridge to the value of more than R5 million	20	20
4 Project in construction of bridge to the value of more than R5 million	16	
3 Project in construction of bridge to the value of more than R5 million	10	
1-2 projects in construction of bridge to the value of more than R5 million	5	
0 projects in construction of bridge to the value of more than R5 million	0	
Note: Verification method will be based on attached Appointment letters and Completion Certificates for the same projects of the value more than R5 million		
Criteria 3: Site Foreman (SF) personnel with at least a minimum experience in Civil project		
If SF has 10 years or more experience and has completed bridge structure or similar projects.	20	20
If SF has 5-9 years or more experience and has completed bridge structure or similar projects.	10	
If SF has 1-4 years or more experience and has completed bridge structure or similar projects.	5	
If SF has NOT completed bridge structure or similar projects	0	
Note: Verification method will be based on attached CV with certified traceable References.		
TOTAL EVALUATION POINTS SCORE FOR QUALITY		70

F.3.11 Acceptance of Tender Offer

Add the following:

"Tender offers will only be accepted if:

- 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;
- the tenderer is registered with the CIDB with an appropriate category of registration; by the tender closing date
- 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;

- d) the tenderer has not:
 - i) abused the Employer's Supply Chain Management System; or
 - ii) failed to pay municipal rates and taxes or service charges and such rates, taxes and charges are in arrears for more than three months;
 - iii) failed to perform on any previous contract and has been given a written notice to this effect;
- e) 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.
- f) the tenderer is not in arrears for more than 3 months with the municipal rates and taxes and municipal services charges."

F.3.14 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."

T1.1.3 Additional Conditions of Tender

The additional conditions of tender are:

T.1.2.1.1 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 C1.4 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.

T.1.2.1.2 Eligibility with Respect to Expanded Public Works Programme

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

T.1.2.1.3 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.

T.1.2.1.4 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.

T.1.2.1.5 Community Liaison Officer

Democratically elected village members who in turn have representation on the overall Project Steering Committee (PSC) represents the residents being served by the project. The Contractor will be required to liaise through the CLO for any matters to do with the community. The CLO shall be paid an amount of **R 318,18 per day** throughout the contract.

T.1.2.1.6 Labour Intensive Construction/Use of Local Labour

This project does not qualify 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 is as stated below:

- Clearing and Grubbing of the site;
- The supply of plant, labour, tools, equipment and material necessary to complete the work;
- Setting out of the works;
- Accommodation of traffic and maintaining temporary deviations;
- Construction of drainage facilities;
- Sourcing of borrow material including haulage;
- Mass earthworks;
- Construction of pavement layers as specified;
- Laying of prefabricated culvert and storm-water pipes;
- Construction of gabion protection works and guardrails;
- Concrete Surfacing;
- Installation of kerbs and channel and walk ways;
- Erection of road signs and road marking;
- Finishing of road signs and road marking;
- 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:

- Unskilled Labour : R 230,23 per day or R28,79 per hour
- 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:

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

T.1.1.3.1 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:

- a) if the tender offer is not submitted on the Form of Offer and Acceptance bound into this tender document (form C1.1 Form of Offer and Acceptance);
- b) if the tender is not completed in non-erasable ink;
- c) if the offer has not been signed;
- d) if the offer is signed, but the name of the tenderer is not stated or is indecipherable;

T.1.1.3.2 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:

- a) does not allow any preferred tenderer a second or unfair opportunity;
- b) is not to the detriment of any other tenderer; and
- c) does not lead to a higher price than the tender as submitted.
- d) 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 a portion of the works to local sub-contractors.

Part T2: Returnable Documents

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T2.1 List Of Returnable Documents	32
T2.2 Returnable Schedules	34 – 80

T2.1 LIST OF RETURNABLE DOCUMENTS

The tenderer must complete and return documents A1 to A23; B1 to B2; 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	
A1	Authority to Sign Documents	34
A2	Letter of Good Standing with the Workmen's Compensation Commissioner	35
A3	Certificate Of Authority For Joint Ventures (only if Tenderer is a JV)	36
A4	Schedule Of Work Carried Out By The Tenderer	37
A5	Current And Recent Projects For Ray Nkonyeni Municipality (RNM/MBD5.2)	39
A6	Project Approach Method Statement	40
A7	Schedule of Construction Plant	41
A8	Schedule Of Estimated Monthly Expenditure	42
A9	Schedule Contract Form – Past Experience (RNM/MBD5.1)	43
A10	Details Of Key Personnel	44
A11	Proof Of Company Address	46
A12	Pricing Schedule – Firm Prices (Purchases) (RNM/MBD3.1)	47
A13	Schedule Of Daywork Rates	48
A14	Record Of Addenda To Tender Documents	50
A15	Company Registration Documents & Sworn Affidavit	51
A16	Company Registration Documents and Sworn Affidavit	52
A17	Joint Venture Disclosure Form	53
A18	Declaration of Interest (RNM/MBD4)	61
A19	Declaration of Bidder's Past Supply Chain Management Practices (RNM/MBD8)	66
A20	Certificate of Independent Tender Determination (RNM/MBD9)	68
A21	Form Concerning Fulfilment Of The Construction Regulations	71
A22	Central Supplier Database Registration (CSD)	73
A23	Certificate of Attendance at Clarification Meeting	74
A24	Preference Points Claim Form in Terms of the Preferential Procurement Regulations (RNM/MBD 6.1)	75
Schedule B	Additional Documents to be provided by the Tenderer and attached to his/her tender	
B1	CIDB Contractor Registration Certificate	79
B2	Tax Pin Requirements (RNM/MBD2)	80
Schedule C	Other Documents that will form part of The Contract	
C1.1	Form Of Offer And Acceptance	82
C1.2	Contract Data	87
C1.3	Pro-Forma Performance Guarantee	93
C1.4	Occupational Health And Safety Agreement	96
C2	Pricing Data and Bill of Quantities	104
C3	Scope of Works	130
C4	Site Information	180

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

T2.2 RETURNABLE SCHEDULES

A1. 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/RNM0601 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.

A2. LETTER OF GOOD STANDING WITH THE WORKMEN'S COMPENSATION COMMISSIONER

Tenderers shall attach hereto a copy of the Letter of Good Standing issued by the Workmen's Compensation Commissioner.

SIGNED BY/ON BEHALF OF TENDERER:

NAME

SIGNATURE

DATE

A3. CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

This Returnable Schedule is to be completed only if the 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 :.....
		Signature :..... Name :..... Designation :.....
		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 attached to this Schedule. The agreement should reflect the following information;

- i) Company registration number for each partner.
- ii) Authorised signature for each partner.
- iii) % share for each partner.
- iv) Address for each partner.

SIGNED BY/ON BEHALF OF TENDERER:

NAME

SIGNATURE

DATE

A4. SCHEDULE OF WORK CARRIED OUT BY THE 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 attaching to this schedule the appointment letters and completion certificates for previous projects.

Failure to complete this schedule and submit both appointment letters and completion certificates, will result in the tenderer scoring zero (0) points for previous experience. Non submission of appointment letters and completion certificates will be taken to indicate that the tenderer has no experience in this class of work.

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

A5. 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 for Ray Nkonyeni Municipality. The information shall include a description of the Works, Contract Value and Completion Date.

CURRENT PROJECTS			
PROJECT NAME	AWARDED AMOUNT	CONTRACT START DATE	ANTICIPATED / ACTUAL COMPLETION DATE
TOTAL AMOUNT OF PROJECTS CURRENT & RECENT FOR			R

SIGNED BY/ON BEHALF OF TENDERER:

NAME

SIGNATURE

DATE

A6. PROJECT APPROACH METHOD STATEMENT

Tenderers shall attach to this schedule the project approach method statement documentation. The following documentation is required in this respect:

- Construction Methodology (*maximum of 2 pages*)
- Quality Plan (*maximum of 2 pages*)
- Site management Plan (*maximum of 2 pages*)
- Health & Safety Plan (*maximum of 2 pages*)
- Programme of Work - the 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. 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 tenderer shall also consider the additional requirements stated in C3.5.1.3 Planning and Programming when drawing up the programme.

SIGNED BY/ON BEHALF OF TENDERER:



NAME



SIGNATURE



DATE

A7. 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

A8. 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
6	R
7	R
8	R
9	R
10	R
11	R
12	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

A9. 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

A10. DETAILS OF KEY PERSONNEL

Tenderers shall set out in the Schedule hereunder details of the experience of the Site Agent and Site Foreman for 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.

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) the CV and certified copies of Qualifications and the relevant NQF Qualifications for the following personnel:

- *Site Agent*
- *Site Foreman*

SIGNED BY/ON BEHALF OF TENDERER:

NAME

SIGNATURE

DATE

A11. PROOF OF COMPANY ADDRESS

Tenderers are to attach proof of company address to this page. The proof of company address should be in the company's name or the director's name for cases where the company uses premises owned or leased by the director.

SIGNED/ON BEHALF OF TENDERER:

NAME

SIGNATURE

DATE

A12. PRICING SCHEDULE – FIRM PRICES (PURCHASES) (RNM/MBD3.1)

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

- Required by:
- At:
.....
- Brand and Model
- Country of Origin
- Does offer comply with specification? *YES/NO
- If not to specification, indicate deviation(s)
- Period required for delivery
*Delivery: Firm/not firm
- Delivery basis (all delivery costs must be included in the bid price)

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

*** "all applicable taxes "includes value added tax, pay as you earn (PAYE), income tax, unemployment insurance fund (UIF) and skills development levies.

*Delete if not applicable

A13. SCHEDULE OF DAYWORK RATES

his Daywork Schedule will be used at the discretion of the Employer's Agent 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.

A. 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"

B. 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				

C. 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

A14. 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.		
8.		
9.		
10.		
11.		
12.		
13.		

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

A15. COMPANY REGISTRATION DOCUMENTS & SWORN AFFIDAVIT

Tenderers are to attach certified copies of company registration documents (e.g., CK Documents) to this page. Additionally, each director / principal reflected in the company registration documents must submit an affidavit declaring their % ownership of the entity. The affidavit must be attached hereto.

SIGNED BY/ON BEHALF OF TENDERER:

NAME

SIGNATURE

DATE

A16. 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

A17. JOINT VENTURE DISCLOSURE FORM

GENERAL

- i) 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.
- ii) 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:
 - a. the contributions of capital and equipment
 - b. work items to be performed by the Affirmable Joint Venture Partner's own forces
 - c. work items to be performed under the supervision of the Affirmable Joint Venture Partner.
- iii) 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.
- iv) ABE partners must complete ABE Declaration Affidavits.
- v) 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.
- vi) Should any of the above not be complied with, the joint venture will be deemed null and void and will be considered non-responsive.
- vii) Joint venture partner with a bigger CIDB grading to have a greater responsibility in the implementation of the project.

1. JOINT VENTURE PARTICULARS

- a) Name.....
- b) Postal address.....
.....
.....
- c) Physical address
.....
.....
- d) Telephone
- e) Fax

2. 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)

3. 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:
.....

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

.....

.....

.....

5. **OWNERSHIP OF THE JOINT VENTURE**

a) Affirmable Joint Venture Partner ownership percentage(s) %

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

c) Affirmable Joint Venture Partner percentages in respect of : *

i) Profit and loss sharing

ii) Initial capital contribution in Rands

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

iii) Anticipated on-going capital contributions in Rands

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

.....

.....

6. **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)		

7. 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).

a) Joint Venture cheque signing

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

b) Authority to enter into contracts on behalf of the Joint Venture

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

c) Signing, co-signing and/or collateralising of loans

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

d) Acquisition of lines of credit

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

e) Acquisition of performance bonds

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

f) Negotiating and signing labour agreements

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

8. MANAGEMENT OF CONTRACT PERFORMANCE

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

a) Supervision of field operations

.....

- b) Major purchasing

.....

- c) Estimating

.....

- d) Technical management

.....

9. MANAGEMENT AND CONTROL OF JOINT VENTURE

- a) Identify the “managing partner”, if any,

.....

.....

.....

.....

- b) 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?

.....

.....

.....

.....

- c) 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”.

10. PERSONNEL

- a) 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").

- b) 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

.....

- c) 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

.....

- d) Name of individual(s) who will be responsible for hiring Joint Venture employees

.....

.....

- e) Name of partner who will be responsible for the preparation of Joint Venture payrolls

.....

.....

11. 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)

A18. DECLARATION OF INTEREST

(RNM/MBD 4)

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

- 3.1 Full Name of bidder or his or her representative.....
- 3.2 Identity Number:
- 3.3 Position occupied in the Company (director, trustee, shareholder²):.....
- 3.4 Company Registration Number:
- 3.5 Tax Reference Number:.....
- 3.6 VAT Registration Number:
- 3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.
- 3.8 Are you presently in the service of the state? **YES / NO**
- 3.8.1 If yes, furnish particulars.

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

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

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

- 3.9 Have you been in the service of the state for the past twelve months? **.....YES / NO**
- 3.9.1 If yes, furnish particulars.....
- 3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? **... YES / NO**

3.10.1 If yes, furnish particulars.

.....

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

3.11.1 If yes, furnish particulars

.....

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

3.12.1 If yes, furnish particulars.

.....

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

3.13.1 If yes, furnish particulars.

.....

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

3.14.1 If yes, furnish particulars:

.....

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

Full Name	Identity Number	State Employee Number

CERTIFICATION

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

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

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

MBD 5

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

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

1. Are you by law required to prepare annual financial statements for auditing? **YES / NO**

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 any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days? **YES / NO**

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

2.2 If yes, provide particulars.

.....

.....

* Delete if not applicable

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? **YES / NO**

3.1 If yes, furnish particulars

.....

.....

3.2 If yes, furnish particulars

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

4.1 If yes, furnish particulars

.....

.....

B1. 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

A19. 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:
 - a) abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
 - b) been convicted for fraud or corruption during the past five years;
 - c) willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
 - d) been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).
- 4 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>Audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	☐	☐
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	☐	☐
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	☐	☐
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?	☐	☐
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?	☐	☐
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

A20. 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 *per 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:

¹Includes 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.

CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

I, the undersigned, in submitting the accompanying tender:

(Bid 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 ofthat:
(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.

A21. 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	
NO	

2. Proposed approach to achieve compliance with the Regulations

(Tick)

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

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

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

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

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

5. 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	
NO	

SIGNED BY/ON BEHALF OF TENDERER:

NAME

SIGNATURE

DATE

A22. CENTRAL SUPPLIER DATABASE REGISTRATION

Tenderers are to attach proof of registration with the Central Supplier Database (CSD) to this page.

SIGNED BY/ON BEHALF OF TENDERER:

NAME

SIGNATURE

DATE

A23. CERTIFICATE OF ATTENDANCE AT CLARIFICATION MEETING

This is to certify that

(Tenderer) of (address)

..... was represented by the person(s) named below
at

the compulsory clarification meeting held for all tenderers at **10h00 on Wednesday, 25 June 2025 Ezingoleni office and we will proceed to site on the proposed Bhayiya, Ezingolweni,.**

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

Particulars of person attending the meeting:

Name:

Signature:

Capacity:

Attendance of the above person at the meeting is confirmed by Ray Nkonyeni Municipality official,

namely: Name:

Signature:

.....

Capacity:

Date and Time:

Municipal Stamp

Municipal Stamp

A24. 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 THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

1. GENERAL CONDITIONS

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

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

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

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

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

1.3.1 The maximum points for this tender are allocated as follows:

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

1.4 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

1.5 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1 POINTS AWARDED FOR PRICE

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

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

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \\ \mathbf{Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)} & \mathbf{or} & \mathbf{Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)} \end{array}$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1 POINTS AWARDED FOR PRICE

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

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \\ \mathbf{Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)} & \mathbf{or} & \mathbf{Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)} \end{array}$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

Note to 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) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
	Local companies: -		
	a) Enterprise Located within the Ray Nkonyeni Local Municipality	10	
	b) Enterprise Located within the Ugu District Municipality	5	
	c) Enterprise Located within the KZN Province	1	
	d) Enterprise Located outside of KZN Province	0	
	EME or QSE which is at least 100% owned by black people: -		
	a) an EME or QSE which is at least 100% owned by black people	10	
	b) an EME or QSE which is at least 51% owned by black people	6	
	c) an EME or QSE which is at 25% - 50% owned by black people	2	

5. DECLARATION WITH REGARD TO COMPANY/FIRM

5.1 Name of company/firm:.....

5.2 Company registration number:.....

5.3 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]

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

i) The information furnished is true and correct;

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

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2,

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

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

- (a) disqualify the person from the tendering process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution, if deemed necessary.

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

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....

B1. CIDB CONTRACTOR REGISTRATION CERTIFICATE

A Certificate of the 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 JV Member	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

B2. 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 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

Part C1: Agreements and Contract Data

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C1.4 Occupational Health And Safety Agreement	96

C1.1. Form of Offer and Acceptance

Offer

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

TENDER NO:8/2/RNM0601 –CONSTRUCTION OF BHAYIYA VEHICULAR BRIDGE AND ACCESS ROAD IN WARD 33

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 **Twelve (12)** 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 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

Acceptance

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

The terms of the contract are contained in:

- Part C1: Agreements and Contract Data (which includes this Agreement)
- Part C2: Pricing Data
- Part C3: Scope of Work
- Part C4: Site Information
- Part C5: Drawings

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

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

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

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

SIGNED ON BEHALF OF/BY THE EMPLOYER:

--

NAME

--

SIGNATURE

--

CAPACITY

--

DATE

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

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

2. Subject

Details

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

3. Subject

Details

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

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

SIGNED BY WITNESS:

NAME

SIGNATURE

DATE

SIGNED ON BEHALF OF/BY:

NAME

SIGNATURE

CAPACITY

DATE

SIGNED BY WITNESS:

NAME

SIGNATURE

DATE

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

C1.2. Contract Data

Part 1: Contract Data Provided by the Employer

GENERAL CONDITIONS OF CONTRACT

The following standardised General Conditions of Contract:

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

Prepared by the South African Institution of Civil Employer's Agent (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 Employer's Agent (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 is 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 twelve (12) months after the Commencement Date.

Clause 1.1.1.15: Employer

The **Employer is Ray Nkonyeni Municipality**, represented by Ms Amanda Goqo 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: Employer's Agent

The **Employer's Agent**, referred to in the documents, is the firm of Consulting Employer's Agents, Bosch Projects (Pty) Ltd acting as Project Manager or an official authorised thereto in writing.

The name of the Employer's Agent is: Bosch Projects (Pty) Ltd 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 Employer’s Agent or delivered to the Contractor by the Employer’s Agent.

Clause 1.2.1.2: Notices

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

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

The name of the Employer’s Agent is: **BOSCH PROJECTS (PTY) LTD**

The address of the Employer’s Agent is: **23A Flanders Drive, Mount Edgecombe, Durban 4302**

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 Employer’s Agent. Copyright is reserved on all designs, specifications, patents and patentable designs, systems and processes contained in the documents and drawings.

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

Clause 3.1.3: Employer’s Approval Required

The Employer’s Agent 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 non-working days are Saturday and Sunday. 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 2025 and ends on 09 January 2026.

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

Clause 5.12.2.2: Extension of Time

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

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

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

Month	Expected delayed of "n" working days due to normal rainy weather	Month	Expected delay of "n" working days due to normal rainy weather
January ***	5	July	1
February	4	August	1
March	4	September	2
April	3	October	3
May	2	November	4
June	1	December***	5

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

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

Clause 5.12.3: Adjustment to General Items

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 0.025% 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 Pro-Forma Performance **Guarantee** shall be worded as set out in the document included in C1.3.

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 Employer’s Agent shall have issued a Certificate of Completion in terms of Clause 5.14.4 and the other half when the Employer’s Agent ..” and replace with the words “.. the full limit of retention money shall be held until the Employer’s Agent”

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:

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

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

C1.3. Pro-Forma Performance Guarantee (Only FSCA approved Guarantee will be accepted)

GUARANTOR DETAILS AND DEFINITIONS

"Guarantor: means:

Physical address:.....

"Employer" means:.....

"Contractor" means:.....

"Employer's Agent" means: **BOSCH PROJECTS (PTY) LTD**

"Works" means: **CONSTRUCTION OF BHAYIYA VEHICULAR BRIDGE AND ACCESS ROAD IN (WARD 33 EZINGOLWENI)**

"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: **Date of Issue of Certificate of Completion in terms of Clause 5.14.4 of GCC 2015**

CONTRACT DETAILS

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

PERFORMANCE GUARANTEE

1. The Guarantor's liability shall be limited to the amount of the Guaranteed Sum.
2. The Guarantor's period of liability shall be from and including the date of issue of this Performance Guarantee and up to and including the Expiry Date or the date of issue by the Employer's Agent of the Certificate of Completion of the Works or the date of payment in full of the Guaranteed Sum, whichever occurs first. The Employer's Agent and/or the Employer shall advise the Guarantor in writing of the date on which the Certificate of Completion of the Works has been issued.
3. The Guarantor hereby acknowledges that:
 - 3.1. 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;
 - 3.2. 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:
 - 4.1. A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Employer's Agent in an Interim or Final Payment Certificate has not been made in terms of the Contract and

failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 4.2;

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;

- 4.2. 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:
 - 5.1. the Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 5; or
 - 5.2. 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
 - 5.3. 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:.....

GUARANTOR (1)

SIGNATURE

DATE

CAPACITY

GUARANTOR (2)

SIGNATURE

DATE

CAPACITY

WITNESS (1)

SIGNATURE

WITNESS (2)

SIGNATURE

C1.4. Occupational Health and Safety Agreement

AGREEMENT MADE AND ENTERED INTO BETWEEN
(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:

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.

C3.1.7: CONTRACT DATA

C3.1.7.1: CONDITIONS OF CONTRACT

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C3.1.7 **CONDITIONS OF CONTRACT**

C3.1.7.1 **GENERAL CONDITIONS OF CONTRACT**

This Contract will be based on the "General Conditions of Contract for Construction Works, Third Edition, 2015", issued by the South African Institution of Civil Employer's Agent (abbreviated title: "GCC 2015").

It is agreed that the only variations from the GCC 2015 are those set out hereafter under "C3.2.1.2 SPECIAL CONDITIONS OF CONTRACT".

C3.1.7.2 **SPECIAL CONDITIONS OF CONTRACT**

C3.1.7.2.1 **GENERAL**

These Special Conditions of Contract (GCC) form an integral part of the Contract. The Special Conditions of Contract shall amplify, modify or supersede, as the case may be, the General Conditions of Contract 2015 to the extent specified below, and shall take precedence and shall govern.

The clauses of the Special Conditions hereafter are numbered "GCC" followed in each case by the number of the applicable clause or subclause in the General Conditions of Contract 2015, and the applicable heading, or (where a new special condition that has no relation to the existing clauses is introduced) by a number that follows after the last clause number in the General Conditions, and an appropriate heading.

C3.1.7.2.2 **AMENDMENTS TO THE GENERAL CONDITIONS OF CONTRACT**

The following are variations to the General Conditions of Contract for Construction Works, Third Edition(2015)

Ref. Clause

GCC1.1 **Definitions, Interpretations and General Provisions**

GCC1.1.1.1 Re-word the sub-clause as follows:

"Agreed" means agreed by the Employer, or the Employer's Agent acting on behalf of the Employer and the Contractor."

GCC1.2 **Delivery of Notices**

Add the following to the sub-clause:

GCC1.2.3 Sent by facsimile or e-mail or any like communication

GCC1.2.4 Posted to the addressee and delivered by the Postal Authorities

GCC1.2.5 Delivered by a courier

Ref. Clause

GCC4.6 **Copyright**

Delete the second paragraph in its entirety. (4.6.2)

GCC4.7 **Fossils, etc.**

Add the words "or traditional importance (such as burial sites)" between the words "interest" and "discovered" in the second line

GCC7.6.3. **Removal of Improper Work and Materials**

Add new sub-clause 7.6.3.3

"Where the Employer's Agent considers that either or both sub-clauses above apply to an event of a serious nature, he shall have the right to involve the Employer in the matter, In which case he will arrange a joint meeting between the Employer, the Employer's Agent and the Contractor before giving any instructions to the Contractor"

GCC4.4 Subcontracting

Add new sub-clause 4.4.7

The Contractor shall be required to subcontract at least 30% of the Works, in rand value of the Project, to local subcontractors from Ray Nkonyeni Municipality Jurisdiction. Failure to find suitable subcontractors in this region will lead to recruiting from the required subcontractors from the Ugu District Jurisdiction. Further be advised that the applicable labour rate for local labour are as follows:

	Rate/Hour	Rate/ Day
UNSKILLED WORKER	28,79	230,32
SKILLED WORKER	32.81	262.48
CLO	39,77	318,18

Add new sub-clause 4.4.8

"The Contractor shall be required to fill in all posts for unskilled labourers, first from the WARD 33 Bhayiya and proceed to recruit from Ray Nkonyeni

Add new sub-clause 4.4.9

"The Contractor shall enforce clause 4.4.8 on all his subcontractors and be liable for compliance."

Add new sub-clause 4.4.10

"Notwithstanding Clause 4.4.7, the Contractor shall request a list of subcontractors from the Ray Nkonyeni Municipality for selection and identifying suitable subcontractors. All subcontractors including the local unregistered subcontractors should be assessed by the Contractor for suitability for the Works, as the Contractor shall remain liable for the same."

Add new sub-clause 4.4.11

"Facilitation of all the above clauses must be done in liaison with the Employer's Agent and relevant Social Facilitation Structures put in place."

C3.1.7.2.3 AMENDMENTS TO THE GCC 2015

GCC 6.8.2 Application of Contract Price Adjustment Factor

Add the following to the end of subclause 6.8.2:

"Referring to the "CONTRACT PRICE ADJUSTMENT SCHEDULE" on page 93 of the GCC 2015, delete the four consecutive paragraphs describing the symbols "L", "P", "M" and "F" respectively, and replace them with the following:

"L" is the "Labour Index" and shall be the Consumer Price Index for the province and applicable area as stated in the Contract Data as published in Table 14 of the "Additional tables" of the Statistical release P0141 of Statistics South Africa.

"P" is the "Plant Index" and shall be the Producer Price Index for "Civil Employer's Agent plant" as published in Table 4 of the Statistical release P0151 of Statistics South Africa.

"M" is the "Materials Index" and shall be the Producer Price Index for the "Building and construction - Civil Employer's Agent" industry as published in Table 3 of the Statistical release P0151 of Statistics South Africa.

"F" is the "Fuel Index" and shall be the Producer Price Index for "Diesel fuel - Coast and Witwatersrand" as published in Table 4 of the Statistical release P0151 of Statistics South Africa."

C3.1.8: CONTRACT DATA (Applicable to this contract)

PART A: DATA PROVIDED BY THE EMPLOYER

The following contract specific data are applicable to this contract.

REFERENCE	CONTRACT SPECIFIC DATA PROVIDED BY THE EMPLOYER
1.	GENERAL
Clause 1.1.1.13:	The Defects Liability Period is 12 months .
Clause 1.1.1.14:	The time for Completing the Contract is 12 Months from the Commencement Date, including non-working days and special non-working days.
Clause 1.1.1.26:	Pricing Strategy: The Contract is to be a Re-measurement Contract.
Clause 1.1.1.15:	Name of Employer: Ray Nkonyeni Municipality
Clause 1.1.1.16:	Name of Employer's Agent: Bosch Projects (Pty) Ltd
Clause 1.2.1.2:	Address of Employer's Agent: <u>Physical:</u> 23A Flanders Drive Mount Edgecombe Durban E-Mail: naidoop@boschprojects.co.za Telephone No: (031) 535 6000 <u>Postal:</u> P O Box 2009 4000 Fax No: (031) 535 6010
3.	EMPLOYER'S AGENT
Clause 3.1.3:	The Employer's Agent is required to obtain the specific approval of the Employer for any expenditure in excess of the Contract Price.

REFERENCE	CONTRACT SPECIFIC DATA PROVIDED BY THE EMPLOYER
5.	TIME AND RELATED MATTERS
Clause 5.3.1:	The Contractor shall commence executing the Works within 28 days of the Commencement Date. The documents required before commencement with Works execution are: • Health and Safety Plan (Refer to Clause 4.3) • Notification to the Department of Labour. • Initial Programme (Refer to Clause 5.6) • Security (Refer to Clause 6.2) • Insurance (Refer to Clause 8.6) • Form C1.4 'Agreement in terms of Section 37(2) of the Occupational Health and Safety Act No. 85 of 1993' to be signed by the Contractor and the Employer (refer to Clause 4.3 of the GCC 2015 and to paragraph E9. CONTRACTOR'S RESPONSIBILITIES in Part E of C3.3 Particular Specifications in the project specifications) • Cash Flow in correlation with programme • Environmental Management Plan • Proof of current vendor license with Ray Nkonyeni Municipality
Clause 5.3.2:	The abovementioned documentation required before commencement with Works execution is to be submitted within 14 days of the Commencement Date.
Clause 5.8.1	The non-working days are Saturday and Sundays. The special non-working days are the construction industry year end break and the following statutory public holidays as declared by National Government: New Year's Day, Human Rights Day, Good Friday, Family Day, Freedom Day, Workers' Day, Youth Day, National Women's Day, Heritage Day, Day of Reconciliation, Christmas Day and the Day of Goodwill. The construction industry year end break commences on the first working day after 15 December and ends on the first working day after 5 January of the following year.
Clause 5.13.1:	The penalty for failing to complete the Works is 0,025% of the total Tender Sum per day, up to a maximum limit of twenty-five thousand rand per day (R25 000,00 per day).
Clause 5.16.3:	The latent defects period is 10 years.

REFERENCE	CONTRACT SPECIFIC DATA PROVIDED BY THE EMPLOYER
6.	PAYMENT AND RELATED MATTERS
Clause 6.2.1:	The security / Surety to be provided by the Contractor shall be: 10% of the Accepted Contract Price.
Clause 6.5.1.2.3:	The percentage allowance to cover overhead charges is 15%.
Clause 6.8.2:	The value of the certificates issued shall be adjusted in accordance with the Contract Price Adjustment Schedule
Clause 6.8.3:	Price adjustments for variations in the costs of special materials are not allowed.
Clause 6.10.1.5:	The percentage advance on materials not yet built into the Permanent Works is 80%.
Clause 6.10.3:	The percentage retention on the amounts due to the Contractor is 10%. Deducted from interim claims for work done. A Retention Money Guarantee is not permitted.
8.	RISKS AND RELATED MATTERS
Clause 8.6.1.1.2:	The value of materials supplied by the Employer to be included in the insurance sum is <u>nil</u> .
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 <u>nil</u> .
Clause 8.6.1.2:	Special Risks Insurance issued by SASRIA is required.
Clause 8.6.1.3:	The limit of indemnity for liability insurance is <u>R5 000 000.00 (five million rands only)</u> for any single liability claim. Liability insurance shall include spread of fire risk.
10.	CLAIMS AND DISPUTES
Clause 10.4.2, 10.7.1:	Failing Amicable Settlement, unresolved Disputes shall be referred to Arbitration.

Part C2: Pricing Data and Bill of Quantities

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C2.1. Pricing Instructions

1. Measurement and payment shall be in accordance with the relevant provisions of the latest SANS Specifications for Civil Employer's Agent Construction referred to in the Scope of Work. The Preliminary and General items shall be measures in accordance with the provisions of SANS 1200-A, General.
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.SANS.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. The tender must complete the schedule of quantities in full items against which no price is entered are to be considered as incomplete and will invalidate the tender. Items against which is not applicable (N/A) or dash (-) is entered are to be incomplete and invalidate the tender. Items against which is Nil or Zero (0) is entered are too considered to be fully priced and tenderer will be expected to provide such items as specified at Zero (0) or Nil price.
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.

NOTICE NO: 109 OF 2025
TENDER NO: 8/2/RNM0601

C2.2. Bill of Quantities

The Bill of Quantities follows and comprises

CONTENTS

1200	GENERAL REQUIREMENTS AND PROVISIONS
1300	CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS
1400	HOUSING, OFFICES AND LABORATORY FOR THE ENGINEER'S SITE PERSONNEL
1500	ACCOMMODATION OF TRAFFIC
1600	OVERHAUL
1700	CLEARING AND GRUBBING
1800	DAYWORKS
2100	DRAINS
2200	PREFABRICATED CULVERTS
2300	CONCRETE KERBING, CONCRETE CHANNELLING, CHUTES AND DOWNPIPES, AND CONCRETE LININGS FOR OPEN DRAINS
3300	MASS EARTHWORKS
3400	PAVEMENT LAYERS OF GRAVEL MATERIAL
5200	GABIONS
5400	GUARDRAILS
5500	FENCING
5600	ROAD SIGNS
5800	LANDSCAPING AND PLANTING PLANTS
7100	CONCRETE PAVEMENTS

Item	Payment Refers	Description	Unit	Scheduled QTY	Rate	Scheduled Value
1.	1200	GENERAL REQUIREMENTS AND PROVISIONS				
1. 1.	B12.01	Relocation and Protection of Existing Services				
		(a) Provisional sum for existing services to be relocated and/or protected during construction.	Prov Sum	1	R 500 000,00	R 500 000,00
		(b) Handling costs and profit in respect of sub-item B12.01(a) above	%	R 500 000,00		R
1. 2.	B12.02	Construction of new survey beacons and protection of existing survey beacons				
		(a) Provisional sum for new survey beacons to be constructed or for existing survey beacons to be protected during construction	Prov Sum	1	R 80 000,00	R 80 000,00
		(b) Handling costs and profit in respect of sub-item B12.02(a) above	%	R 80 000,00		R
1. 3.	B12.03	Compensation for a Community Liaison Officer				
		(a) Provision for Community Liaison Officer.	Prov Sum	1	R 220 000,00	R 220 000,00
		(b) Handling costs and profit in respect of sub-item B12.03(a) above.	%	R 220 000,00		R
1. 4.	B12.04	Compensation for Project Liaison Committee				
		(a) Provision for Project Liaison Committee	Prov Sum	1	R 150 000,00	R 150 000,00
		(b) Handling costs and profit in respect of sub-item B12.04(a) above.	%	R 150 000,00		R
1. 5.	B12.05	Acceptance Control Testing				
		(a) Provision for Acceptance Control Testing	Prov Sum	1	R 100 000,00	R 100 000,00
		(b) Handling costs and profit in respect of sub-item B12.05(a) above.	%	R 100 000,00		R
1. 6.	B12.06	Survey Assistants				
		(a) Survey Assistants	Prov Sum	1	R 100 000,00	R 100 000,00
		(b) Handling costs and profit in respect of sub-item B12.06(a) above.	%	R 100 000,00		R
TOTAL SECTION 1200 CARRIED TO SUMMARY						R

Item	Payment Refers	Description	Unit	Scheduled QTY	Rate	Scheduled Value
2.	1300	CONTRACTORS ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS				
2. 1.	B13.01	The contractor's general obligations:				
		(a) Fixed obligations	Sum	1		R
		(b) Value-related obligations	Sum	1		R
		(c) Time-related obligations	month	12		R
2. 2.	B13.02	Health and safety obligations				
		(a) Fixed obligations for the preparation of risk assessments, safe work procedures, the project Health & Safety file, the Health & Safety plan and any other Health & Safety matters that the Contractor deems necessary	Sum	1		R
		(b) Fixed obligations for completing and checking the Project Health & Safety file and handing it over to the Employer on completion of the Works	Sum	1		R
		(c) Time-related obligations for updating and amending the risk assessments, the safe work procedures, the project Health & Safety file and the Health & Safety plan, and for full compliance with all Health & Safety matters during the construction of the Works under the contract	month	12		R
2. 3.	B13.03	Compensation for environmental Control				
		(a) Environmental control Officer by the Contractor.	month	12		R
		(b) EMP Requirements for the contract	month	12		R
2. 4.	B13.04	Supply, transport to site and erection of the contract signboard	No	2		R
TOTAL SECTION 1300 CARRIED TO SUMMARY						R

Item	Payment Refers	Description	Unit	Scheduled QTY	Rate	Scheduled Value
3.	1400	HOUSING, OFFICES AND LABORATORY FOR THE ENGINEER'S SITE PERSONNEL				
3. 1.	14,01	Office and laboratory accommodation				
		(a) Offices (interior floor space only)	m ²	100		R
		(b) Ablution units	m ²	12		R
3. 2.	14,02	Office and laboratory furniture				
		(a) Chairs	No	25		R
		(b) Draughtsman's stools	No	6		R
		(c) High chairs for laboratory	No	12		R
		(d) Desks, complete with drawers and locks	No	4		R
		(e) Drawing tables	No	3		R
		(f) Conference tables	No	2		R
3. 3.	14,03	Office and Laboratory fittings, installation and equipment:				
		(a) Items measured by number :				
		(i) 220/250 volt power points	No.	12		R
		(ii) Double 80 watt fluorescent light fittings complete with ballast and tubes	No.	12		R
		(iii) Hand wash basins complete with taps and drains	No.	4		R
		(iv) Fire extinguishers, 9.0kg, all purpose dry powder type, complete, mounted on wall with brackets	No.	6		R
		(v) Air-conditioning units with, 2,2kW minimum capacity, mounted and with own power connection	No.	6		R
		(vi) Steel filing cabinets with drawers	No.	4		R
		(vii) Refrigerators (min 200l capacity)	No.	2		R
3. 4.	14,04	Car ports				
		Car ports as specified at offices and laboratory buildings	No.	2		R
3. 5.		Services				
		(a) Services at office and laboratories				
		(1) Fixed costs	lump sum	1		R
		(2) Running costs	month	12		R
		(3) Security	month	12		R
3. 6.	14.10	Provision of photostat facilities	month	12		R
TOTAL SECTION 1400 CARRIED TO SUMMARY						R

Item	Payment Refers	Description	Unit	Scheduled QTY	Rate	Scheduled Value
4.	1500	ACCOMMODATION OF TRAFFIC				
4. 1.	15,01	Accommodating traffic and maintaining temporary deviations	km	1,9		R
4. 2.	15,03	(a) Flagmen	man-day	800		R
		(b) Portable STOP and GO-RY signs	No	8		R
		(c) Road signs, TW-series (900mm)	No	4		R
		(d) Delineators (TW401/402) including stands and supports				
		(i) single sided (250mm x 1000mm)	No	150		R
		(ii) Back to Back (250mm x 1000mm)	No	150		R
		(e) Traffic cones (750mm high)	No	50		R
4. 3.	15,05	Graveling and repair of temporary deviations and existing gravel shoulders used as temporary deviations				
		(a) Temporary Deviations	m³	450		R
4. 4.		Watering of temporary deviations	kl	500		R
4. 5.	15,07	Blading by Grader				
		(a) Existing roads used as temporary deviations	km-pas	10		R
4. 6.		The provision and maintenance of safety equipment for use of Employer's Agent				
	B15.14	(a) Rotating amber flashing or flicker lights magnetically attached to vehicles	No	3		R
		(b) High visibility reflective safety vests	No	6		R
4. 7.	B15.16	Non-compliance with accommodation of traffic specifications - Penalties				
		(a) Fixed penalties per occurrence	No	Rate Only	-R25000.00	Rate Only
		(b) Time related penalties	No	Rate Only	-R5000.00	Rate Only
TOTAL SECTION 1500 CARRIED TO SUMMARY						R

Item	Payment Refers	Description	Unit	Scheduled QTY	Rate	Scheduled Value
5.	1600	OVERHAUL				
5. 1.	16,02	Overhaul on material hauled in excess of 1,0km	m ³ .km	20000		R
TOTAL SECTION 1600 CARRIED TO SUMMARY						R

Item	Payment Refers	Description	Unit	Scheduled QTY	Rate	Scheduled Value
6.	1700	CLEARING AND GRUBBING				
6. 1.	17,01	Clearing and grubbing	ha	0,75		R
6. 2.	17,02	Removal and grubbing of large trees and tree stumps				
		(a) Girth exceeding 1m up to and including 2m	No	1		R
		(b) Girth exceeding 2m up to and including 3m	No	1		R
TOTAL SECTION 1700 CARRIED TO SUMMARY						R

Item	Payment Refers	Description	Unit	Scheduled QTY	Rate	Scheduled Value
7.	B1800	DAYWORKS				
7. 1.	B18.01	Labour charges				
		(i) Unskilled labour	h	40		R
		(ii) Semi-skilled labour	h	40		R
		(iii) Skilled labour	h	40		R
		(iv) Chargehand or gangleader	h	40		R
		(v) Foreman	h	40		R
7. 2.	B18.02	Material Charges				
		(a) Procurement of materials	prime cost	1	R 25 000,00	R 25 000,00
		(b) Contractor's handling costs, profit and all other charges in respect of sub item B18.02 (a)	%	R 25 000,00		R
7. 3.	B18.03	Plant Charges				
		(a) Self-propelled grader (140G or similar)	h	40		R
		(b) Crawler excavator (Traxcavator) with 3m ³ capacity	h	40		R
		(c) T.L.B. (tractor, loader, backhoe):				
		(i) 48kW capacity	h	40		R
		(d) Tip truck or dumper with:				
		(i) 6m ³ capacity	h	40		R
		(e) Air compressor with:				
		(i) 6m ³ /min. capacity with two pneumatic drills	h	40		R
		(f) Vibratory Roller with 5 to 12 tons capacity	h	40		R
		(g) Pedestrian Roller:				
		(i) 600mm wide	h	40		R
		(ii) 900mm wide	h	40		R
7. 4.	B18.04	Other plant / equipment not specified above	prov sum	1	R 25 000,00	R 25 000,00
7. 5.	B18.05	Transport				
		(a) LDV (1 ton)	km	200		R
		(b) Flatbed truck (5 to 8 ton capacity)	km	200		R
TOTAL SECTION 1800 CARRIED TO SUMMARY						R

Item	Payment Refers	Description	Unit	Scheduled QTY	Rate	Scheduled Value
8.	2100	DRAINS				
8. 1.	21.01	Excavation for open drains: (a) Excavation for a 1,0m wide v drain including excavation for subsoil drainage (inside and outside the road prism) within soft material situated within the following depth ranges below the surface level: (i) 0m up to 1,5m	m ³	4000		R
8. 2.	21.05	Banks and dykes	m ³	1000		R
8. 3.	21.06	Natural permeable material in subsoil drainage systems (crushed stone): (a) Crushed stone obtained from commercial sources grade (14mm)	m ³	50		R
8. 4.	21.07	Natural permeable material in subsoil drainage systems (sand bedding): (a) Clean course sand with Fineness modulus greater than 2,8 from commercial source	m ³	250		R
8. 5.	21.08	Pipes in subsoil drainage systems: (a) Unplasticised PVC pipes and fittings, normal duty complete with couplings: (1) 110mm internal dia. Perforated or slotted	m	300		R
8. 6.	21.10	Synthetic-fibre filter fabric (a) Geotextile Grade 2	m ²	1 200		R
8. 7.	21.12	Concrete outlet structures, manhole boxes, junction boxes and cleaning eyes for subsoil drainage systems (in accordance with Drawing No. 11153-4-GSD-0016): (a) Outlet structures (c) Junction boxes (d) Cleaning eyes	No No No	10 5 15		R R R
TOTAL SECTION 2100 CARRIED TO SUMMARY						R

Item	Payment Refers	Description	Unit	Scheduled QTY	Rate	Scheduled Value
9.	2200	PREFABRICATED CULVERTS				
9. 1.	B22.01	Excavation				
		(a) Excavating soft material situated within the following depth range below the surface level				
		(i) 0m up to 2,0m	m ³	500		R
		(ii) Exceeding 2,0m and up to 3.0m	m ³	50		R
		(b) Extra over subitem B22.01(a) for excavation in hard material irrespective of depth	m ³	50		R
9. 2.	22,02	Backfilling				
		(a) Using the excavated material	m ³	80		R
		(b) Using Imported selected material	m ³	80		R
9. 3.	22,03	Concrete pipe culverts: (Spigot and Socket)				
		(a) On class C bedding				
		(i) 300mm dia.type 100D	m	150		R
		(ii) 600mm dia.type 100D	m	80		R
		(iii) 900mm dia.type 75D	m	0		R
	22,05	Portal and rectangular culverts:				
		(a) Without prefabricated floor slabs (1.5m x 1.5m Rectangular)	m	60		R
9. 4.	22,07	Cast in situ Concrete and formwork:				
		(a) In floor slabs for portal or rectangular culverts, including formwork joints and class U2 surface finish (20MPa concrete)	m ³	30		R0,00
		(b) In inlet and outlet structures, skewed ends, catchpits, manholes, thrust and anchor blocks, excluding formwork but including class U2 surface finish (20MPa concrete)	m ³	40		R
		(c) Formwork of concrete under subitem 22.07c above	m ²	200		R
9. 5.	22,14	Removing and stacking existing prefabricated culvert (pipe culverts up to 600mm diameter)	m	100		R
	22.1	Steel reinforcement:				
		(a) High-tensile steel bars	ton	2		R
		(b) Welded steel fabric	kg	500		R
SECTION 2200 CARRIED FORWARD						R

		SECTION 2200 BROUGHT FORWARD				R
9. 6.	B22,17	Manholes, catchpits, precast inlet and outlet structures complete (a) Construct standard manhole Type MH1 (with no inlet) with concrete cover and frame for pipe diameters less than 900mm as per Drwg No.11153-4-GSD-0004, for manhole depths: (i) 0,0m up to 2,0m (ii) Exceeding 2,0m and up to 3,0m (b) Construct Field Inlet Type FI with concrete cover and frame for pipe diameters less than 900mm as per Drwg 11153-4-GSD-0003 for manhole depths: (i) 0m up to 2,0m (c) Headwalls (Masonry) as per std detail No.11153-GSD-0001 for: (i) 350mm dia pipe (ii) 600mm dia pipe (iii) 900mm dia pipe	No	5		R
			No	3		R
			No	5		R
			No	32		R
			No	10		R
			No			R
9. 7.	22,25	Demolished and remove to spoil existing prefabricated culverts for haul in excess of free haul distance	m ³ .km	3000		R
9. 8.	22/5100	STONE PITCHING				
	22/51,01	(a) Stone Pitching on either sides of v drain outlet energy breaker	m ²	10		R
	22/5200	GABIONS				
9. 9.	22/52,02	Surface preparation for bedding the gabions	m ²	100		R
9. 10.	22/52,03	Gabions:				
		(a) PVC-coated gabion boxes (length 3m, width 1m, height 1m, mesh size 80mm x 100mm, 2,7mm nominal diameter of mesh wire and 1,0m diaphragm spacing)	m ³	120		R
		(b) PVC-coated gabion mattresses (length 3m, width 1m, height 0,3m, mesh size 80mm x 100mm, 2,5mm nominal diameter of mesh wire and 1,0m diaphragm spacing)	m ³	40		R
		SECTION 2200 CARRIED FORWARD				R

	SECTION 2200 BROUGHT FORWARD					R
9. 11.	22/52,04	Filter fabric (grade A7)	m ²	150		R
9. 12.	22/B34.14	Pavement layers constructed from gravel from commercial source				
		(a) Gravel selected layer constructed under headwall as per detail compacted to:				
		(i) 93% of maximum dry density (150mm G5 layer thickness)	m ³	50		R
TOTAL SECTION 2200 CARRIED TO SUMMARY						R

Item	Payment Refers	Description	Unit	Scheduled QTY	Rate	Scheduled Value
10.	2300	CONCRETE KERBING, CONCRETE CHANNELLING, CHUTES AND DOWNPIPES, AND CONCRETE LININGS FOR OPEN DRAINS				
10. 1.	23.05	Inlet, outlet, transition and similar structure				
		(a) Construction of V drain outlet energy breaker (25MPa/19mm) as per detail on Drwg 11153-1-GSD-0001	No.	5		R
10. 2.	23.07	Trimming of excavations for 1,0m wide concrete-lined open drains				
		(a) In soft material	m ²	300		R
10. 3.	23.08	Concrete lining for open drains				
		(a) Cast in-situ concrete "1,0m V-drain, 100mm thick" (grade 25Mpa/19mm) complete as per std. detail (Class U2 surface finish) with expansion joints at 12m	m ³	50		R
10. 4.	23.09	Formwork to cast in situ concrete lining for open drains and sidewalks(Class F2 surface finish)				
		(a) To sides with formwork on both internal and external faces (each face measured)	m ²	277		R
		(b) To ends of slabs	m ²	263		R
10. 5.	23.10	Sealed joints in concrete linings of open drains				
		(a) Polysulphide sealants	m	1238		R
10. 6.	23.12	Steel reinforcement				
		(a) Welded steel fabric ref 193	m ²	200		R
TOTAL SECTION 2300 CARRIED TO SUMMARY						R

Item	Payment Refers	Description	Unit	Scheduled QTY	Rate	Scheduled Value
11.	3300	MASS EARTHWORKS				
11. 1.	33,01	Cut and borrow to fill, including free-haul up to 0,5 km				
	33,01	(a) Material in compacted layer thicknesses of 200mm and less				
		(i) Compacted to 90% of modified AASHTO density	m ³	100		R
		(ii) Compacted to 93% of modified AASHTO density	m ³	600		R
		(iii) Rock fill (as specified in subclause 3209(c))	m ³	1 680		R
11. 2.	33,04	Cut to spoil, including free-haul up to 1,0km. Material obtained from:				
		(a) Soft excavation	m ³	4 300		R
11. 3.	33,10	Roadbed preparation and the compaction of material (150mm thick)				
		(a) Compaction to 93% of modified AASHTO density	m ³	3 000		R
11. 4.	33/22.10	Synthetic fibre filter fabric (Grade 8)	m ²	1 000		R
TOTAL SECTION 3300 CARRIED TO SUMMARY						R

Item	Payment Refers	Description	Unit	Scheduled QTY	Rate	Scheduled Value
12.	3400	PAVEMENT LAYERS OF GRAVEL MATFRIAL				
12. 1.	B34.01	Pavement layers constructed from gravel taken from cut or borrow, including free-haul up to 1,0km: (c)(iii) Material from commercial sources, gravel subbase layer of G5 material compacted to 95% of modified AASHTO density (compacted layer thickness 150mm)	m ³	3 400		R
TOTAL SECTION 3400 CARRIED TO SUMMARY						R

Item	Payment Refers	Description	Unit	Scheduled QTY	Rate	Scheduled Value
13.	5200	GABIONS				
13. 1.	52.01	Foundation trench excavation and backfilling				
		(a) In solid rock (material which requires blasting)	m ³	3		R
		(b) In all other classes of material	m ³	12		R
13. 2.	52.02	Surface preparation for bedding of gabions	m ²	100		R
13. 3.	52.03	Gabions				
		a) Galvanized gabion boxes (2m x 1m x 1m)	m ³	100		R
		(b) Galvanized gabion mattresses (3m x 1m x 0,3m)	m ³	15		R
13. 4.	55.04	Filter fabric (Grade 3)	m ²	100		R
TOTAL SECTION 5200 CARRIED TO SUMMARY						R

Item	Payment Refers	Description	Unit	Scheduled QTY	Rate	Scheduled Value
14.	5400	GUARDRAILS				
14. 1.	54.01	Guardrails on timber posts (a) Galvanised	m	500,00		R
14. 2.	54,03	Extra over items 54.01 for horizontally curved guardrails factory bent to a radius of less than 45m	m	50		R
14. 3.	54,04	End treatments (a) End treatments in accordance with Drawing No. 11153-001-GSD-0011 Rev 4 where single guardrail sections are used	No	20		R
14. 4.	54,05	Additional guardrail posts (a) Timber	No	220		R
14. 5.	54,06	Reflective plates	No	200		R
14. 6.	54,12	Extra over item 54.01 for drilling and blasting holes for guardrail posts	No	10		R
TOTAL SECTION 5400 CARRIED TO SUMMARY						R

Item	Payment Refers	Description	Unit	Scheduled QTY	Rate	Scheduled Value
15.	5500	FENCING				
15. 1.	55.01	Clearing the fence line, 2m wide strip	km	3,00		R
15. 2.	55.02	Supply and erect new fencing material for new fences and for supplementing material in existing fences which are being repaired or removed				
		(a) Fences				
		(i) Stock-proof fences	km	2,000		R
		(ii) Vermin-proof fences	km	0,105		R
		(iii) Security fences	km	0,200		R
		b) Gates	No	10		R
15. 3.	55.04	Moving existing fences and gates				
		(a) Fences				
		(i) Stock-proof fences	km	0,150		R
		(ii) Vermin-proof fences	km	0,350		R
		(iii) Security fences	km	0,212		R
		b) Gates	No	2		R
15. 4.	55.05	Dismantling existing fences and gates				
		(a) Fences				
		(i) Stock-proof fences	km	0,150		R
		(ii) Vermin-proof fences	km	0,350		R
		(iii) Security fences	km	0,212		R
		b) Gates	No	3		R
15. 5.	55.06	Providing temporary fences and gates				
		(a) Fences				
		(i) Stock-proof fences	km	2,150		R
		(ii) Vermin-proof fences	km	0,455		R
		(iii) Security fences	km	0,412		R
		b) Gates	No	15		R
TOTAL SECTION 5500 CARRIED TO SUMMARY						R

Item	Payment Refers	Description	Unit	Scheduled QTY	Rate	Scheduled Value
16.	5600	ROAD SIGNS				
16. 1.	56.01	Road sign boards with painted or coloured semi-matt background. Symbols, lettering and borders in semi-matt black or in Class I retro-reflective material, where the sign board is constructed from (a) Aluminium sheet (2,0mm thick) (i) Area not exceeding 2m ²	m ²	40,00		R
16. 2.	56.02	Extra over item 56.01 for using (a) Background of retro-reflective material (i) Class I (b) Lettering, symbols, numbers, arrows, emblems and borders of retro-reflective material (i) Class I	m ²	40,00		R
16. 3.	56.03	Road sign supports (over-head road sign structures excluded) (a) Steel tubing (diameter and wall thickness indicated)	t	0,20		R
16. 4.	56.05	Excavation and backfilling for road sign supports (not applicable to kilometre posts)	m ³	50,00		R
16. 5.	55.06	Extra over item 56.05 for cement-treated soil backfill	m ³	15,00		R
TOTAL SECTION 5600 CARRIED TO SUMMARY						R

Item	Payment Refers	Description	Unit	Scheduled QTY	Rate	Scheduled Value
17.	5800	LANDSCAPING AND PLANTING PLANTS				
17. 1.	58,01	Trimming				
		(a) Hand trimming	m ²	1800		R
17. 2.	58,03	Preparing the areas for grassing				
		(a) Topsoiling withing the road reserve, where the following materials are used				
		(i) Topsoil obtained from within the road reserve or borrow areas (free-haul 1,0km)	m ³	160		R
		(ii) Topsoil obtained from other sources by the contractor (including all haul)	m ³	200		R
		(b) Stockpiling topsoil (free-haul 1,0km)	m ³	300		R
17. 3.	58,04	Grassing				
		(a) The planting of grass cuttings (Kikuyu or similar approved)	ha	0,36		R
		(b) Sodding by using the following types of sods				
		(i) Nursery sods (Kikuyu or similar approved)	m ²	100		R
		(c) Hydroseeding				
		(i) Providing an approved seed mixture for hydroseeding	kg	50		R
		(ii) Providing an approved mulch	kg	50		R
		(iii) Hydroseeding	ha	0,05		R
TOTAL SECTION 5800 CARRIED TO SUMMARY						R

Item	Payment Refers	Description	Unit	Scheduled QTY	Rate	Scheduled Value
18.	7100	CONCRETE PAVEMENTS				
18. 1.	71.02	Concrete pavement Type 1 @ 4m wide (30 Mpa) 150mm thick excluding texturing and curing	m ²	1900		R
18. 2.	71.02	Concrete pavement Type 2 @ 5m wide (30 Mpa) 150mm thick excluding texturing and curing where instructed by the engineer	m ²	10		R
		(a) Extra over item 71.02 for concrete panel anchors and anchor blocks	m ³	35		R
18. 3.	71.04	Texturing (Broom finish) and curing the concrete pavement:				
		(a) Burlap-dragged and grooved texture	m ²	1900		R
		(b) Curing	m ²	1900		R
18. 4.	71.06	Joints				
		(a) Expansion joints complete as per Drawing 11153-001-RCS-05, excluding dowels	m	75		R
		(b) Longitudinal hinge joints:				
		(i) Sealed hinge joints	m	60		R
		(c) Dowel bars, high tensile steel, 16mm dia thick and 600mm long installed in new concrete as per Drawing 11153-001-RCS-051	No.	250		R
		(i) Construction joint complete as per Drawing 11153-001-RCS-051 (rate to include formwork)	m	400		R
		(ii) Saw cut joint complete as per Drawing 11153-001-RCS-051 (rate to include formwork) as directed by the enginner	m	75		R
18. 5.	71.07	Drilling and test holes for cores				
		(a) 100mm cores drilled in the pavement	No.	25		R
18. 6.	71.08	Steel reinforcement in concrete pavement:				
		(a) Welded steel fabric ref #193 including overlap	kg	3420		R
TOTAL SECTION 7100 CARRIED TO SUMMARY						R

SUMMARY OF SCHEDULES			
SECTION	DESCRIPTION	FROM PAGE	AMOUNT
1200	GENERAL REQUIREMENTS AND PROVISIONS	Page 1 of 1	R
1300	CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS	Page 1 of 1	R
1400	HOUSING, OFFICES AND LABORATORY FOR THE ENGINEER'S SITE PERSONNEL	Page 1 of 1	R
1500	ACCOMMODATION OF TRAFFIC	Page 1 of 1	R
1600	OVERHAUL	Page 1 of 1	R
1700	CLEARING AND GRUBBING	Page 1 of 1	R
1800	DAYWORKS	Page 1 of 1	R
2100	DRAINS	Page 1 of 1	R
2200	PREFABRICATED CULVERTS	Page 1 of 3	R
2300	CONCRETE KERBING, CONCRETE CHANNELLING, CHUTES AND DOWNPIPES, AND CONCRETE LININGS FOR OPEN DRAINS	Page 1 of 1	R
3300	MASS EARTHWORKS	Page 1 of 1	R
3400	PAVEMENT LAYERS OF GRAVEL MATERIAL	Page 1 of 1	R
5200	GABIONS	Page 1 of 1	R
5400	GUARDRAILS	Page 1 of 1	R
5500	FENCING	Page 1 of 1	R
5600	ROAD SIGNS	Page 1 of 1	R
5800	LANDSCAPING AND PLANTING PLANTS	Page 1 of 1	R
7100	CONCRETE PAVEMENTS	Page 1 of 1	R
	SUBTOTAL A		R
	CONTINGENCIES (5% OF SUBTOTAL A)		R
	SUBTOTAL B		R
	VALUE ADDED TAX (15% ON SUBTOTAL B)		R
	TOTAL INCL. VAT CARRIED TO FORM OF OFFER		R

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 C2.2 of this Contract Document comprising 166 pages + the Bill of Quantities comprising 21 pages in consecutive order upon which my/our tender for the **TENDER NO.:8/2/RNM0601 – CONSTRUCTION OF BHAYIYA VEHICULAR BRIDGE AND ACCESS ROAD IN WARD 33** has been based.

SIGNED BY/ON BEHALF OF TENDERER

NAME

SIGNATURE

DATE

C3: SCOPE OF WORK

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C3.1: STANDARD SPECIFICATIONS

The Standard Specifications on which this contract is based are the **COLTO Standard Specifications for Road and Bridge Works for State Road Authorities 1998 edition**.

C3.2: PROJECT SPECIFICATIONS

The Project Specifications, consisting of two parts, form an integral part of the Contract and supplement 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 Standard Specifications and, if applicable, the Particular Specifications.

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

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

Status

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

Drawings

Scope of Work

Specifications

C3.1. Description of the Works

C3.1.1 Employer's Objectives

The Ray Nkonyeni Municipality intends to construct an access road and supporting infrastructure for the Bhayiya Community at Ezingolweni (Ward 33). The objective of the project is to provide safe vehicular access and link the communities through the new access road and to improve the livelihood of the Bhayiya community. The works are to be partly executed using labour intensive methods by making use of local resources, where possible.

C3.1.2 Overview of the Works

The project is located in a rural area of Ward 33 Ezingolweni at Bhayiya and most of the surrounding buildings are used for residential purposes. The general scope of works includes inter alia the following:

- Site clearance
- Site Clearing and grubbing
- Subsoil Drainage;
- Roadbed preparation;
- Construction of drainage facilities
- Gabion Protection;
- Accommodation of traffic;
- Sourcing of borrow material including haulage.
- Mass Earth works;
- Construction Portal Culvert
- Construction of pavement layers as specified;
- Laying of perforated Culvert and stormwater pipes;
- Construction of gabions protection works;
- Installation of Guardrails;
- Concrete road surfacing.
- Construction of v-drains,
- Erection of road signs and road marking.
- Relocation of Fencing where applicable

C3.1.3 Location of the Works

The project is located within Ward 33 of Ezingolweni under Ray Nkonyeni Municipality, which is within the Ugu District Municipality in the KwaZulu-Natal region, located approximately 40kms Southwest of Port Shepstone. The site coordinates are:

- Start 30°47'3.64"S, 30° 8'3.18"E
- End 30°46'57.26"S, 30° 7'42.93"E

C3.1.4 Description of Site and Access

Bhayiya Access Gravel Road (approximately 2km) starts at approximately at 50m before the N2-21x (101,0N) mark and is off the N2 within the Ray Nkonyeni Municipality. At present, the access road traverses between the community of Bhayiya and there is a requirement to build a link at the bottom of the valley to link two parts of the community. The existing topography of the road is mainly steep and most of it is on the poorly maintained gravel road and stormwater infrastructure which causes challenges to the local community, especially during rainy seasons. There is approximately a portion of the access road that is required on either side of the stream where the culvert will be built to link the communities.

C3.1.5 Temporary Works

All design and the construction of any temporary works must be approved by the Employer's Agent.

C3.2. Employer's Agent

C3.2.6 Design Services and Activity Matrix

The responsibilities for design are as follows:

Permanent works:

Concept, feasibility and overall process	Employer
Basic Employer's Agent and detail layouts to tender stage	Employer
Final design to approved for construction stage	Employer
Temporary works	Contractor
Preparation of as-built drawings	Contractor

- The Employer is responsible for the design of the permanent Works as reflected in the Contract Documents unless otherwise stated.
- The Contractor is responsible for the design of the temporary Works and their compatibility with the permanent Works.
- The Contractor shall supply all details necessary to assist the Employer's Agent in the compilation of the record drawings

C3.2. Employer's Design

The entire *Permanent* Works have been designed by the Employers representative, i.e., the Employer's Agent.

C3.2.8 Design Brief

The Contractor will supply a typical layout for accommodation of traffic. Any alterations to this layout need to be approved by the Employer's Agent and Employer.

C3.2.9 Drawings

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

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

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

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

C3.2.10 Design Procedures

All statutory requirements shall be taken into consideration.

C3.3. Construction

C3.3.1 Works Specifications

C3.3.1.1 Applicable Specification

The following COLTO standards for construction works are applicable to the contract:

- Section 1100 Definitions and terms
- Section 1200 General requirements and provisions
- Section 1400 Housing, Offices and laboratories for the Engineer's site personnel
- Section 1500 Accommodation to traffic
- Section 1600 Overhaul
- Section 1700 Clearing and grubbing
- Section 1800 Dayworks
- Section 2100 Drains
- Section 2200 Prefabricated culverts
- Section 2300 Concrete kerbing, concrete channelling, chutes and downpipes, and concrete linings for open drains
- Section 3300 Mass earthworks
- Section 3400 Pavement layers of gravel material
- Section 5100 Pitching, stonework and protection against erosion
- Section 5200 Gabions
- Section 5400 Guardrails
- Section 5500 Fencing
- Section 5600 Road Signs
- Section 5800 Landscaping and planting plants
- Section 7100 Concrete pavements
- Section 8100 Testing material and workmanship
- Section 8400 Painting

Applicable SANS 1200 Standardised Specifications

The following SANS 1200 Standardised Specifications for Civil Employer's Agent Construction are applicable:

- SANS 1200 A - 1986 General

C3.3.1.2 Other Applicable SANS Specifications

C3.3.1.3 Particular Specifications

Refer to C3.6.

C3.3.1.4 Certification by Recognised Bodies

Registration with the CIDB is a compulsory requirement.

C3.3.2 Plant and Materials

C3.3.2.1 Plant and Materials Supplied by the Employer

None.

C3.3.2.2 Materials, Samples and Shop Drawings

All materials are to be tested by a commercial laboratory.

C3.3.3 Construction Equipment

C3.3.3.1 Requirements for Equipment

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

C3.3.3.2 Equipment Provided by the Employer

None.

C3.3.4 Existing Services

C3.3.4.1 Known Services

All known services are shown on the Construction Drawings. However, all existing service should be proven prior to construction. The onus still lies with the Main Contractor to ensure that no services are damaged during the construction period.

C3.3.4.2 Treatment of Existing Services

It is envisaged that some of the existing services may require temporary or permanent relocation. The relevant local authorities should be contacted before relocating any services.

Existing services indicated on the Contract drawings show the approximate positions of main existing services. The accuracy of/ or completeness of this information is not guaranteed. The Contractor shall make efforts to verify details, positions and levels of existing connection points to the satisfaction of the Employer's Agent, well in advance of undertaking related works to prevent any possible delay if such services are not as indicated or assumed. No claims related to delays resulting from unidentified services shall be entertained. All services are to be proven prior to construction, the contractor shall make allowance for the required time for the activity.

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

The contractor, where it is deemed necessary may use detection equipment to locate existing services located below ground level.

C3.3.4.4 Damage To Services

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

C3.3.4.5 Reinstatement of Services and Structures Damaged During Construction

In the event of damages to existing services occur, the contractor shall at own cost make repairs. Where it is not possible to make the necessary repairs, the contractor shall contact the responsible authority and the Employer's Agent to arrange for repairs of damages.

C3.3.5 Site Establishment

C3.3.5.1 Services and Facilities Provided by the Employer

(a) Water Source

A potable water supply is available in the vicinity of the Site. Should the Contractor wish to utilise such water supply, he/she shall be responsible for making his own arrangements with the responsible water supply authority for the supply of all water that he may require from such reticulation network for construction purposes as well as for domestic consumption.

If so required by the responsible water supply authority, the Contractor shall further be responsible, at his own cost, for making or otherwise providing metered connections to the available services at the positions specified by the water authority, as well as for the removal of such connections on completion of the Contract.

No warranty is offered or given by the Employer that the existing available reticulated water supply will necessarily be adequate for the Contractor's purposes nor that such supply is in any way guaranteed.

All charges as may be levied by the responsible water supply authority in respect of water consumed by the Contractor shall be for the Contractor's account and payment to the Contractor in respect thereof shall be deemed to be included in the sums tendered by the Contractor for the various items listed in the Bill of Quantities, as well as in the rates tendered by the Contractor for the various other items listed in the Bill of Quantities which require the consumption of water.

The Contractor shall, when reasonably required by the Employer's Agent, produce documentary proof that all amounts as may have become due and payable by the Contractor to the responsible water authority have been promptly paid in full.

(b) Electricity supply

An electrical power supply is available in the vicinity of the Site. Should the Contractor wish to avail himself of such supply, he shall, in accordance with the provisions of the relevant sub clause, and at his own cost, be responsible for making his own arrangements with the responsible electricity supply authority for the supply of all electrical power he may require from such reticulation network for construction purposes as well as for domestic consumption.

If so required by the responsible electricity supply authority, the Contractor shall, at his own cost, be responsible for making metered connections to the available services at the positions specified by the electricity supply authority, as well as for the removal of such connections on completion of the Contract.

No warranty is offered or given by the Employer that the existing available reticulated electrical power supply will necessarily be adequate for the Contractor's purposes nor that its supply is in any way guaranteed.

All charges as may be levied by the responsible water supply authority in respect of water consumed by the Contractor shall be for the Contractor's account and payment to the Contractor in respect thereof shall be deemed to be included in the sums tendered by the Contractor for the various items listed in the Bill of Quantities, as well as in the rates tendered by the Contractor for the various other items listed in the Bill of Quantities which require the consumption of electricity.

The Contractor shall, when reasonably required by the Employer's Agent, produce documentary proof that all amounts as may have become due and payable by the Contractor to the responsible electricity supply authority have been promptly paid in full.

(c) Area for Contractor's site establishment

The Contractor may erect his site offices and storage depot within the boundaries of the area indicated by the Employer's Agent at the clarification meeting or during the site handover meeting.

The Contractor shall submit a general layout drawing to a scale of not less than 1:200 to the Employer's Agent for approval before any work on the camp or offices is commenced.

No housing is available and the Contractor shall make his own arrangements to house his employees and transport them to and from the site. All arrangements for housing workmen shall be made in accordance with and subject to applicable regulations and requirements.

The Contractor shall use this area only for the purposes of erecting his site offices, workshops, stores and other facilities required for the execution of the Contract. The Contractor shall not use the area nor allow it to be used for any purposes not directly associated with the execution of the Contract.

The Contractor shall be responsible for arranging, at his own cost, for the provision of all services he may require in the area, as well as elsewhere on the Site.

Should the Contractor deem the area made available by the Employer to be inadequate or unsuitable for the Contractor's particular needs, then the Contractor shall be at liberty to make his own arrangements with the owners of other sites which he considers are better suited to his needs; provided always that the use by the Contractor of any area other than that made available to him by the Employer shall be subject to the prior written approval of the Employer's Agent, which approval shall not be unreasonably withheld; and provided further that the Contractor shall have no claim against the Employer in respect of any costs incurred by him, either directly or indirectly in consequence of utilising any area other than that made available to him by the Employer, and which costs exceed those costs allowed for by the Contractor in his Tender.

C3.3.5.2 Facilities Provided by the Contractor

(a) Facilities for the Employer's Agent (also refer to Section 1400 of the BOQ)

The Contractor shall provide on the Site, for the duration of the Contract and for the exclusive use of the Employer's Agent and/or his Representative (as applicable), the various facilities described hereunder. All such facilities shall be provided promptly on the commencement of the Contract and failure on the part of the Contractor to provide any facility required in terms of this specification shall constitute grounds for the Employer's Agent to withhold payment of the Contractor's tendered items until the facility has been provided or restored as the case may be the following are typical facilities to be provided:

- Office accommodation including furniture
- Ablutions
- Carports
- Site meeting venue;
- Contract nameboards;
- Survey equipment and assistants;
- Electricity supply for the Employer's Agent;
- Site diary.

(b) Water

The Contractor shall, at his own expense, be responsible for obtaining and distributing all water as may be required for the purposes of executing the Contract, including water for both construction purposes and domestic use, as well as for making all arrangements in connection therewith. The Contractor shall further, at his own expense, be responsible for providing all necessities for procuring, storing, transporting and supplying water required for the execution of the Contract, including but not limited to all piping and other plant and equipment, as well as for all work and superintendence associated therewith.

The sources of all water utilised for the purposes of the Contract shall be subject to the prior approval of the Employer's Agent, which approval shall not be unreasonably withheld.

The Contractor shall comply with all prevailing legislation in respect of drawing water from natural and other sources and shall, when required by the Employer's Agent, produce proof of such compliance. The distribution of water shall be carried out by the Contractor strictly in accordance with the applicable laws and regulations.

All water provided by the Contractor for construction purposes shall be clean, free from undesirable concentrations of deleterious salts and other materials and shall comply with any further relevant specifications of the Contract. The Contractor shall, whenever reasonably required by the Employer's Agent, produce test results demonstrating such compliance. Water provided by the Contractor for human consumption shall be healthy and potable to the satisfaction of the health authorities in the area of the Site.

No separate payment will be made to the Contractor for the obtainment, distribution and consumption of water, the costs of which will be deemed to be included in the Contractor's tendered rates.

(c) Electricity

The Contractor shall, at his own expense, be responsible for obtaining and distributing all electricity as he may require for the purposes of executing the Contract, including electricity for both construction purposes and domestic use, as well as for making all arrangements in connection therewith.

The distribution of electricity shall be carried out by the Contractor strictly in accordance with the applicable laws and regulations.

No separate payment will be made to the Contractor for the obtainment, distribution and consumption of electricity, the costs of which will be deemed to be in the Contractor's tendered rates and prices.

C3.3.5.3 Storage And Laboratory Facilities

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

C3.3.5.4 Advertising Rights

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

C3.3.5.5 Notice Boards

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

C3.3.5.6 Site Usage

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

C3.3.5.7 Permits and Way Leaves

Before construction of the Works, or any phase of the Works, the Contractor shall contact all relevant parties and authority officials to establish the existence of existing services on site. The Contractor shall be responsible for obtaining permission to proceed. No claims shall be lodged by the Contractor for delays in obtaining these permissions.

C3.3.6 Water for Construction Purposes

The onus lies with the Main Contractor to source and pay for construction water. The quality of the construction water should be as specified in SANS.

C3.3.7 Survey Control and Setting Out of the Works

The survey control points and setting out data is provided by the Employer. It is the Contractor's responsibility to ensure that the survey control points are correct and to use these control points for setting out.

C3.3.8 Extension of Time

- (a) 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 Works Programme.
- (b) 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 in clause 5.12.2.2 of the Contract Data, 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.
- (c) Claims for delays for abnormal climatic conditions shall be accompanied by substantiating facts and evidence, which shall be submitted timeously as each day or half-day delay is experienced.

Should an extension of time be granted by the Employer's Agent such extension of time will be added to the Time for Completion or set against any over-provision that may have occurred in the abovementioned schedule.

- (d) 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.
- (e) Any extension of time in respect of wet climatic conditions granted in terms of this clause shall not be deemed to take into account delays experienced by the Contractor in repairing or reinstating damage to or physical loss of the Works arising from the occurrence of abnormal climatic conditions. Extension of time in respect of any such repairs or reinstatement regarding damage shall be the subject of a separate application for extension of time in accordance with the provisions of the Conditions of Contract.

C3.3.9 Features Requiring Special Attention

(a) Site Maintenance

During progress of the work and upon completion thereof, the Site of the Works shall be kept and left in a clean and orderly condition. The Contractor shall store materials and equipment for which he is responsible in an orderly manner and shall keep the Site free from debris and obstructions.

(b) Subcontractors

All matters pertaining to subcontractors (including Nominated Subcontractors) and the work executed by them shall be dealt with directly between the Employer's Agent and the Contractor in the context of all subcontract work being an integral part of the Works for which the Contractor is responsible.

The Employer's Agent will not liaise directly with any Subcontractors nor will he issue instructions concerning the subcontract works directly to any Subcontractor.

All matters arising from the subcontract agreements shall be dealt with directly between the Contractor and the Subcontractors and the Employer's Agent will not become involved.

(c) Access to Properties

The Contractor shall organise the work to cause the least possible inconvenience to the public and to the property owners adjacent to or affected by the work, and except as hereunder provided, shall at all times provide and allow pedestrian and vehicular access to properties within or adjoining or affected by the area in which he is working.

If, as a result of restricted road reserve widths and the nature of the work, the construction of bypasses is not feasible, construction shall be carried out under traffic conditions to provide access to erven and properties.

Notwithstanding the a foregoing, the Contractor may, with the prior approval of the Employer's Agent (which approval shall not be unreasonably withheld), make arrangements with and obtain the acceptance of the occupiers of erven and properties to close off part of a street, road, footpath or entrance temporarily, provided that the Contractor duly notifies the occupiers of the intended closure and its probable duration, and reopens the route as punctually as possible. Where possible, such streets, roads, footpaths and entrances shall be made safe and reopened to traffic overnight. Such closure shall not absolve the Contractor from his obligations under the Contract to provide access at all times. Barricades, traffic signs, drums and other safety measures appropriate to the circumstances shall be provided by the Contractor to suit the specific conditions.

(d) Existing Residential Areas

Electricity and water supply interruptions in existing residential areas shall be kept to a minimum. The Employer's Agent's approval shall be obtained prior to such interruptions and residents shall be notified in writing at least 24 hours but not more than 48 hours in advance. Supplies shall be normalised by 16:00 on the same day.

(e) Employment of Local Labour

The Tenderer shall limit the utilisation of his permanently employed personnel to Key Personnel, such as Contracts Managers, Site Agents, Foremen, Supervisors, Plant Operators, Materials and Survey Technicians, Artisans, Trainers, Buyers, Storemen and the like should such expertise not be available out of the community.

The Tenderer shall make maximum use of the human resources existing in the local community. The Tenderers shall apply to the employment labour desk, conveyed by the Project Steering

Committee for details of those labourers who are available in the area of work and he shall provide preference to those labourers identified by the Steering Committee.

The employment of labour from outside the local area will only be considered and permitted by the Employer's Agent in the event of:

- the unavailability of sufficient numbers of local labourers to execute the work;
- the unavailability within the local community of the required skills necessary for the execution of specific portion of work, and where the completion period does not permit the creation of the necessary skills through training.

In both cases the Tenderer shall prove to the satisfaction of the Employer's Agent that he has exercised his best endeavours and taken all reasonable actions to recruit local labour.

The Tenderer shall maintain accurate and comprehensive daily records of all labour engaged on the tender and shall submit to the Employer's Agent at two weekly intervals detailed labour returns substantiating the actual numbers of labourers employed, the amounts actually paid in respect thereof, and details of the various activities undertaken by the labourers.

The employment of casual labour will be done in co-operation with community leaders and local structures. The Tenderer shall ensure that all remuneration paid to employees is in line with the relevant sectorial determination in terms of the Basic Conditions of Employment Act, as determined by the Department of Labour. .

(f) **Monthly Statements and Payment Certificates**

The statement to be submitted by the Contractor in terms of the Conditions of Contract shall be prepared by the Contractor at his own cost, strictly in accordance with the standard payment certificate prescribed by the Employer's Agent, in digital electronic computer format. The Contractor shall, together with a copy of the digital electronic computer file of the statement, submit two (2) A4 size paper copies of the statement.

For the purposes of the Employer's Agent's payment certificate, the Contractor shall subsequently be responsible, at his own cost, for making such adjustments to his statement as may be required by the Employer's Agent for the purposes of accurately reflecting the actual quantities and amounts which the Employer's Agent deems to be due and payable to the Contractor in the payment certificate.

he Contractor shall, at his own cost, make the said adjustments to the statement and return it to the Employer's Agent within three (3) normal workings days from the date on which the Employer's Agent communicated to the Contractor the adjustments required. The Contractor shall submit to the Employer's Agent five (5) sets of A4 size paper copies of such adjusted statement, together with a copy of the electronic digital computer file thereof.

Any delay by the Contractor in making the said adjustments and submitting to the Employer's Agent the requisite copies of the adjusted statement for the purposes of the Employer's Agent's payment certificate will be added to the times allowed to the Employer's Agent in terms of the Conditions of Contract to submit the signed payment certificate to the Employer and the Contractor. Any such delay will also be added to the period in which the Employer is required to make payment to the Contractor.

(g) **Construction in Restricted Areas**

Working space is sometimes restricted. The construction method used in these restricted areas largely depends on the Contractor's Plant. Notwithstanding, measurement and payment will be strictly according to the specified cross-sections and dimensions irrespective of the method used, and the rates and prices tendered will be deemed to include full compensation for any difficulties encountered by the Contractor while working in restricted areas. No extra payment or any claim for payment due to these difficulties will be considered.

(h) **Notices, Signs, Barricades and Advertisements**

All notices, signs and barricades, as well as advertisements, may be used only if approved by the Employer's Agent. The Contractor shall be responsible for their supply, erection, maintenance and ultimate removal and shall make provision for this in his tendered rates.

The Employer's Agent shall have the right to instruct the Contractor to move any sign, notice or advertisement to another position, or to remove it from the Site of the Works if in his opinion it is unsatisfactory, inconvenient or dangerous.

(i) **Workmanship and Quality Control**

The onus to produce work that conforms in quality and accuracy of detail to the requirements of the Specifications and Drawings rests with the Contractor, and the Contractor shall, at his own expense, institute a quality control system and provide suitably qualified and experienced Employer's Agents, foremen, surveyors, materials technicians, other technicians and technical staff, together with all transport, instruments and equipment to ensure adequate supervision and positive control of the Works at all times.

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

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

On completion and submission of every part of the work to the Employer's Agent for examination and measurement, the Contractor shall furnish the Employer's Agent with the results of the relevant tests, measurements and levels to demonstrate the achievement of compliance with the Specifications.

(j) **Survey Control and Setting Out of the Works**

Before commencement of work, the Contractor shall liaise with the Employer's Agent to establish and verify the position and level of benchmarks, and the status of all boundary pegs. The Contractor shall record the exact position of all erf pegs on a marked-up print of the site.

On Completion of the contract, the pegs that have been unavoidably disturbed will be replaced by the Employer. Pegs which have, in the opinion of the Employer's Agent, been disturbed due to the negligence of the Contractor, will be replaced at the Contractor's cost.

C3.4. MANAGEMENT

C3.4.1 Management of the Works

C3.4.1.1 Applicable Specification

As specified under Clause C3.4.1.1.

C3.4.1.2 Particular Specifications

As specified under Clause C3.3.

C3.4.1.3 Planning and Programming

If, during the progress of the Works, the quantities of work performed per week fall below those shown on the approved Contractor's programme, or if the sequence of operations is altered, or if the programme is deviated from in any other way, the Contractor shall, within one week after being notified by the Employer's Agent, submit a revised programme clearly indicating how he intends to regain lost time to ensure completion of the Works within the period defined in term of Conditions of Contract or any extended time granted.

Proposal to increase the tempo of work must incorporate positive steps to increase production either by more labour and plant on the Site, or by using the available labour and plant in a more efficient manner.

Failure on the part of the Contractor to submit or to work according to the programme or revised programmes shall be sufficient reason for the Employer's Agent to take steps as set out in the Conditions of Contract.

The approval of a programme by the Employer's Agent shall have no contractual significance other than that the Employer's Agent will be satisfied if the work is carried out according to the programme. The said approval shall not limit the right of the Employer's Agent to instruct the Contractor to vary the programme if necessary.

C3.4.1.4 Sequence of the Works

As specified elsewhere. (Refer also C3.5.1.3 and the Contract Data)

C3.4.1.5 Software Application for Programming

Not applicable.

C3.4.1.6 Methods And Procedures

The Works shall be executed in terms of the various and applicable SANS specifications, the EMP, the general Health and Safety Specifications and subsequent Health and Safety Plan, the Conditions of Contract as well as the various clauses within the Scope of Work.

C3.4.1.7 Quality Plans and Control

Refer to the various and applicable SANS specifications, the EMP, the general Health and Safety Specifications and subsequent Health and Safety Plan, the Conditions of Contract as well as the various clauses within the Scope of Work.

C3.4.1.8 Environment

The Contractor shall, for the duration of the contract, take appropriate measures to control the dust and soil movement which may arise due to his operations.

C3.4.1.9 Accommodation of Traffic on Public Roads Occupied by the Contractor

Refer to the various and applicable SANS specifications, the EMP, the general health and safety specifications and subsequent health and safety plan, the Conditions of Contract as well as the various clauses within the Scope of Work.

C3.4.1.10 Other Contractors on Site

Refer to the various and applicable SANS specifications, the EMP, the general health and safety specifications and subsequent health and safety plan, the Conditions of Contract as well as the various clauses within the Scope of Work.

C3.4.1.11 Testing, Completion, Commissioning and Correction of Defects

Refer to the various and applicable SANS specifications, the EMP, the general health and safety specifications and subsequent health and safety plan, the Conditions of Contract as well as the various clauses within the Scope of Work.

C3.4.1.12 Recording of Weather

A rain gauge in good working condition shall be provided at site by the Contractor for measurement of rainfall.

C3.4.1.13 Format of Communications

All contractual communication shall be in writing.

The Contractor shall, for the full duration of the Contract Period, supply and maintain the following documentation:

- (a) Site Diary and Instruction Book.
- (b) Safety File containing all relevant safety data.
- (c) Daily register of all labour, plant and equipment.
- (d) Quality Control file containing all quality control/assurance forms and records.
- (e) One full set of Contract Drawings and documents.
- (f) Latest revision of the Construction Programme.

The above-mentioned shall be kept on Site and shall be accessible to the Employer's Agent at all times.

C3.4.1.14 Key Personnel

Key personnel shall always be on site to control and supervise construction activities.

C3.4.1.15 Management Meetings

The Contractor shall have regular site management meeting to coordinate and manage the Works.

Monthly Contract Meeting shall be held on site. This meeting shall be chaired by the Employer's Agent.

C3.4.1.16 Forms for Contract Administration

The Employer, the Contractor and the Employer's Agent shall operate and maintain their own individual contract administration systems.

C3.4.1.17 Daily Records

Refer to the various and applicable SANS specifications, the EMP, the general health and safety specifications and subsequent health and safety plan, the Conditions of Contract as well as the various clauses within the Scope of Work.

C3.4.1.18 Payment Certificates

Refer to the various and applicable SANS specifications, the EMP, the general health and safety specifications and subsequent health and safety plan, the Conditions of Contract as well as the various clauses within the Scope of Work.

C3.4.1.19 Proof of Compliance with the Law

Refer to the various and applicable SANS specifications, the EMP, the general health and safety specifications and subsequent health and safety plan, the Conditions of Contract as well as the various clauses within the Scope of Work.

C3.4.1.20 Additional Specifications provided by the Employer

Refer to the various and applicable SANS specifications, the EMP, the general health and safety specifications and subsequent health and safety plan, the Conditions of Contract as well as the various clauses within the Scope of Work.

SECTION 1100: DEFINITIONS AND TERMS

In all cases where “Directorate Land Transport” appears in the text or in drawings contained in this document it shall be read as “Province of KwaZulu-Natal”.

B1115 GENERAL CONDITIONS OF CONTRACT

Replace clause 1115 with the following:

“The General Conditions of Contract for Construction Works, 3rd edition 2015 (abbreviated elsewhere in C3.2 Project Specifications and C3.3 Particular Specifications as “GCC 2015” or as “General Conditions of Contract 2015”) published by the South African Institution of Civil Engineering (SAICE), together with the Special Conditions of Contract form part of the contract.

All references in the COLTO Standard Specifications for Road and Bridge Works are to the COLTO General Conditions of Contract for Road and Bridge Works for State Road Authorities. Consequently, all references in the COLTO Standard Specifications have to be amended accordingly to reflect the appropriate General Conditions of Contract relevant to the Contract. The COLTO Standard Specifications have been scrutinized and the clauses, which refer to the COLTO General Conditions of Contract, identified. Each COLTO clause reference is tabulated in Table B1115 below (context of reference is also given) together with the relevant equivalent clause in the SAICE General Conditions of Contract for Construction Works 3rd edition 2015 applicable for this contract.

Whereas every effort has been made to include all of the affected clauses in the table, there may be some omissions. In every case, however, the SAICE General Conditions of Contract for Construction Works 3rd edition 2015 reference, as amended by the Special Conditions of Contract in the Contract Data, shall apply and the Contractor shall be responsible for interpretation of the equivalent clause.

The COLTO Standard Specifications make frequent use of the term “engineer”. The Project Specifications and the Schedule of Quantities in turn make reference to the COLTO Standard Specifications and may use similar terminology in order to facilitate the reading and cross-referencing thereof.

Wherever in the COLTO Standard Specifications or in the Project Specifications or in the Schedule of Quantities reference is made to the “engineer” or the “Engineer”, this is to be interpreted as the “Employer’s Agent” as defined in subclause 1.1.1.16 of GCC 2015.

Wherever in the COLTO Standard Specifications or in the Project Specifications or in the Schedule of Quantities reference is made to the “engineer’s representative” or the “Engineer’s Representative”, this is to be interpreted as the “Employer’s Agent’s Representative” as defined in subclause 1.1.1.17 of GCC 2015.”

B1156 AGGREGATE SIZE

Where reference is made in this specification or the standard specifications to aggregate size, nominal aggregate size or maximum aggregate size, the aggregate size as listed shall be replaced with the new corresponding aggregate size as indicated in the following table:

Aggregate size	New aggregate size
26.5	28
19	20
13.2	14
9.5	10
6.7	7
4.75	5
2.36	2
1.18	1

TABLE B1115: REFERENCES IN COLTO STANDARD SPECIFICATIONS TO THE COLTO GENERAL CONDITIONS OF CONTRACT AND RELEVANT SAICE GENERAL CONDITIONS OF CONTRACT FOR CONSTRUCTION WORKS 3rd EDITION 2015

COLTO Standard Specification		COLTO General Conditions of Contract 1998		SAICE General Conditions of Contract for Construction Works 3 rd Edition 2015	
Clause No.	Page No.	Clause No.	Description or Reference	Clause No.	Description or Reference
1202	1200-2	15	Programme	5.6	Programme
1209(e)	1200-5	52: 52(1)(e) 52(2)	Monthly payments (documentary evidence of ownership of materials) Valuation of material brought onto Site	6.9 & 6.10: 6.9 6.10.2	Vesting of Plant and materials Valuation of material brought onto Site
1210	1200-5	54: 54(1) 54(2) 54(3)	Certificate of Practical Completion	5.14: 5.14.1 5.14.2 5.14.3	Certificate of Practical Completion
1212(l)	1200-7	49: 49(2)	Application of Contract Price Adjustment Factor	6.8: 6.8.2	Application of the Contract Price Adjustment Factor
1215	1200-9	45	Extension of time for completion	5.12	Extension of time for Practical Completion
1217	1200-10	35	Care of the Works	8.2	Care of the Works
1303	1300-1 and 1300-2	49 & 53: 49(2) and 49(3) 53	Application of Contract Price Adjustment Factor and Variation in cost of special materials Variations exceeding 20 per cent	6.8 & 6.11: 6.8.2 and 6.8.3 6.11	Application of the Contract Price Adjustment Factor and Variation in cost of special materials Variations exceeding 15 per cent
1303	1300-2	12 & 45: 12 45	Commencement of Works and Commencement Date Extension of time for completion	5.3 & 5.12: 5.3 5.12	Commencement of the Works Extension of time for Practical Completion
1403 (c)(ii)	1400-4	40(1)	Valuation of variations	6.4.1	Valuation of variations
1505	1500-3	40: 40(1)	Valuation of variations	6.4: 6.4.1	Valuation of variations
1517 Items: 15.08 15.09 15.11	1500-8	48: 48.1	Provisional Sums	6.6: 6.6.1	Provisional sums

COLTO Standard Specification		COLTO General Conditions of Contract 1998		SAICE General Conditions of Contract for Construction Works 3 rd Edition 2015	
Clause No.	Page No.	Clause No.	Description or Reference	Clause No.	Description or Reference
3108 Note (2)	3100-4	40: 40(1)	Valuation of variations	6.4: 6.4.1	Valuation of variations
3204 (b)(iii)	3200-2	40: 40(1)	Valuation of variations	6.4: 6.4.1	Valuation of variations
3303(b)	3300-2	2	Engineer and Engineer's Representative	3.	Employer's Agent
5803(c)	5800-3	40: 40(1)	Valuation of variations	6.4: 6.4.1	Valuation of variations
5805(d)	5800-4	40: 40(1)	Valuation of variations	6.4: 6.4.1	Valuation of variations
5809 Item 58.10	5800-10	48: 48.1	Provisional Sums	6.6: 6.6.1	Provisional sums
8103(c)	8100-1	40: 40(1)	Valuation of variations	6.4: 6.4.1	Valuation of variations
8117 Item 81.03	8100-26	22	Clearance of Site on completion	5.15	Clearance of Site

SECTION 1200: GENERAL REQUIREMENTS AND PROVISIONS

B1202 SERVICES

Add the following at the end of clause 1202:

"A provisional sum is included in the Schedule of Quantities to cover the costs of relocating the known services. This provisional sum shall be used to effect payments for the services relocation work carried out by the subcontractor selected by the Contractor in consultation with the Employer for this purpose."

B1205 WORKMANSHIP AND QUALITY CONTROL

Add the following paragraph to the end of clause 1205:

"Testing for quality control shall be conducted in accordance with the requirements of Section 8200 for Quality Control (Scheme 1)."

B1206 THE SETTING-OUT OF WORK AND PROTECTION OF BEACONS

Delete the first paragraph of clause 1206 in its entirety and replace it with the following:

"The Contractor shall comply with all legal provisions in regard to surveying and setting out work."

Add the following paragraph to the end of clause 1206:

"It may become necessary to construct, level and coordinate new survey beacons during the course of the contract, or to protect existing survey beacons. A provisional sum is included in the Schedule of Quantities to cover the costs of such work."

B1209 PAYMENT

(a) Contract rates

Add the following new paragraph at the end of subclause 1209(a):

"All rates tendered are to be exclusive of VAT; and VAT shall be applied separately at the applicable rate"

B1212 ALTERNATIVE DESIGNS AND OFFERS

Add the following to the end of subclause 1212(m):

"The provision for contract price adjustment in the original Tender Summary must not under any circumstances be altered in an alternative offer."

B1215 EXTENSION OF TIME RESULTING FROM ABNORMAL RAINFALL

Extension of time resulting from abnormal rainfall shall be calculated according to the requirements of Method (ii) (Critical-path method).

Method (ii) (Critical-path method)

Delete the words "(based on a five-day working week)" in the fifth and sixth lines of the second paragraph of Method (ii).

Add the following to the end of Method (ii):

"The value of "n" working days expected delay caused by normal rainy weather as referred to in Method (ii) shall be as given in Table B1215 below for each respective calendar month of any year:

Table B1215

Month	Expected delay of "n" working days due to normal rainy weather	Month	Expected delay of "n" working days due to normal rainy weather
January***	5	July	1
February	4	August	1
March	4	September	2
April	3	October	3
May	2	November	4
June	1	December***	5

*** Includes the whole month of December / January.

Each "n"-value in Table B1215 applies only to the calendar month immediately to the left of the number, and the "n"-values as specified shall not be taken as being carried forward so as to accumulate over the contract period. If no abnormal rainfall occurs during a particular calendar month in a particular year, then no extension of time for abnormal rainfall shall be granted with respect to that calendar month for that year, and no further consideration shall be given to that "n"-value in respect of that year.

Similarly, if the "n" working days expected delay caused by normal rainy weather during a particular calendar month in a particular year (for which the Contractor shall have made provision in his programme of work in accordance with Method (ii)) are not taken up (either in whole or in part) by standing time due to normal rainy weather during that month of that year, then no further consideration shall be given to those "n" working days (or portion thereof), which effectively have been gained, when any subsequent extension of time claims which may arise later during the contract period are assessed by the Employer's Agent."

B1219 WATER

Add the following paragraph to the end of clause 1219:

"The Contractor shall arrange for chemical tests to be carried out to confirm the suitability of his proposed water sources for use as drinking water and for use in the concrete construction. The Contractor shall ensure that these tests also include testing for salinity and sugar content levels.

The Contractor shall note that the necessary permission must be obtained from the Department of Water Affairs for the abstraction of water from streams and rivers."

B1224 THE HANDING-OVER OF THE ROAD RESERVE

Add the following paragraph to the end of clause 1224:

"The handing-over of the road reserve for this project shall be subject to the following restrictions:

- Only that portion of the road reserve to be identified shall be handed over to the Contractor. The Contractor shall be responsible for the maintenance along this portion of the road until completion of the contract.
- The Contractor shall be required to accommodate public traffic as well as the Employer's other contractors working on various projects in the area related to the construction of identified roads.
- The Contractor shall be required to accommodate service owners and other contractors working on the services relocation and maintenance in the execution of their duties."

B1229 SABS CEMENT SPECIFICATIONS

Add the following paragraphs to the end of clause 1229:

"All cement used on this contract shall comply with SANS 50197-1: Cement Part 1: Composition, specifications and conformity criteria for common cements.

Where reference is made in these Project Specifications or in the COLTO Standard Specifications to the former SABS cement specifications (e.g., SABS 471, SABS 626, SABS 831, SABS 1491), such reference shall be replaced with the new specification:

- SANS 50197-1: Cement Part 1: Composition, specifications and conformity criteria for common cements.

The blending of cements on site shall not be permitted.”

Add the following new clauses at the end of Section 1200:

"B1230

COMMUNITY LIAISON

(a) Project Liaison Committee

The process of implementing infrastructure projects will be undertaken by means of structured engagement between those responsible for the delivery of the project and the community.

A Project Liaison Committee (PLC) is a vital means of communication between the parties involved with the project. A PLC may be formed if the project is such that a specific community can be identified.

The PLC comprises representatives of the employer, the engineer and formal structures within the community. The contractor shall make use of these communication channels and shall appoint from amongst his site personnel a responsible person to participate in the affairs of the PLC, and this representative shall also attend the monthly PLC meetings when so requested.

The PLC shall meet at least once every month until such time as it is of the opinion that it could fulfil its tasks by meeting less frequently.

The PLC deals with local labour on the project, and is tasked with:

- assisting with community liaison and the resolution of community disputes;
- devising fair and transparent procedures that will assist the contractor in the engagement of labour;
- advising on and monitoring labour issues; and
- assisting in the resolution of labour disputes.

All labour recruitment, employment and associated risks shall remain the sole responsibility of the contractor.

A new pay item is included in section 1200 of the schedule of quantities relating to the payment of the PLC on a provisional sum basis. Payment under this item shall be made only for the period for which the duties of the PLC are required, and not necessarily for the full duration of the contract.

(b) Community Liaison Officer (CLO)

The contractor, after consultation with the Project Liaison Committee (PLC), shall appoint a competent local person as a Community Liaison Officer (CLO). The contractor shall appoint the CLO as part of his site personnel and shall direct all his liaison efforts with the local community through the appointed CLO.

The period of employment and the remuneration of the CLO shall be determined jointly by the contractor, the engineer and the employer.

The CLO shall:

- (i) represent the community and assist the contractor, the engineer and the employer with communication between them and the community;
- (ii) work an 8-hour day with a total of 40 hours worked per week, and shall be present on site each day except when performing off-site community liaison activities;
- (iii) communicate daily with the contractor on labour related issues such as numbers and skill;
- (iv) assist in the identification and screening of local labourers from the community in accordance with the contractor's requirements;

- (v) inform local labour of their conditions of employment, including their period of employment;
- (vi) attend disciplinary proceedings involving local labour, and ensure that hearings are fair and reasonable;
- (vii) attend all meetings at which the community and/or local labour are present or are required to be represented;
- (viii) attend monthly site meetings to report on community and local labour matters;
- (ix) keep a daily written record of interviews and community liaison;
- (x) submit monthly returns regarding community liaison; and
- (xi) carry out all such other duties as agreed upon between all parties concerned.

A new pay item is included in section 1200 of the schedule of quantities relating to the payment of the CLO on a provisional sum basis. Payment under this item shall be made only for the period for which the duties of the CLO are required, and not necessarily for the full duration of the contract.

B1231 COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT, 1993

All labour employed on the site shall be covered by the Compensation for Occupational Injuries and Diseases Act, 1993, as amended. The Contractor shall pay in full, including the payment of the necessary levies, such amounts as are due in terms of the Act. These amounts shall not be included in the wage rates and shall be payments allowed for by the contractor in addition to the wages paid to labour. The manner in which compensation in terms of this Act shall be handled shall be resolved by the Contractor at the commencement of the contract.

B1232 COMPLIANCE WITH THE ROAD TRAFFIC ACT

When a service necessitates vehicles or plant travelling or working on a public road, the following shall apply:

- The vehicles and plant shall be licensed in terms of the National Road Traffic Act 1996 (Act No. 93 of 1996) as amended.
- Every driver and operator of a vehicle or an item of plant shall be in possession of a valid permit in respect of the class of vehicle or item of plant he / she is driving or operating.

The Contractor shall provide, erect and maintain sufficient road signs, barricades, fencing and guarding as may be necessary or required by the Employer's Agent or by any act, regulation or statutory authority in order to minimise the danger and inconvenience caused to vehicle and pedestrian traffic. The Contractor by accepting this contract shall be deemed to have indemnified the Employer and the Employer's Agent against any claims, damages and / or costs that may arise in this regard.

B1233 ENVIRONMENTAL IMPACT CONTROL

In addition to aspects of the design which are intended to avoid or reduce environmental impact, and in addition to normal good construction practice expected of the Contractor, the following requirements shall also be observed:

- (a) The Contractor shall comply with the requirements of Part C: Environmental Management Specification contained in section C3.3 Particular Specifications.
- (b) Clearing shall be limited to the road prism and, where applicable, to detours, which shall be sited in consultation with the Employer's Agent and the local communities.
- (c) No littering by construction workers shall be allowed. A refuse control system shall be established for the collection and removal of refuse to the satisfaction of the Employer's Agent.
- (d) Adequate provision shall be made for temporary toilet requirements in construction areas. Use of the veld for this purpose shall not be allowed under any circumstances.
- (e) Streams, rivers and dams shall be protected from direct or indirect spillage of pollutants, such as refuse, garbage, cement, concrete, sewage, chemicals, fuels, oils, aggregate tailings, wash water, organic materials and bituminous products. In the event of spillage, prompt action shall be taken to clear the affected area. Emergency measures in the event of spillage shall be set out and the responsible person shall be made aware of the required action. The construction of temporary and / or permanent dams shall be done with the necessary approvals from the Department of Water Affairs and Forestry and the Department of Environmental Affairs and Tourism.

- (f) Bituminous and / or other hazardous products shall not be spoiled on site and shall only be disposed of at licensed authorised disposal facilities.
- (g) Provision shall be made to prevent excessive erosion and siltation throughout the contract and in particular on adjacent land. Should excessive erosion and / or siltation take place outside the road reserve as a direct result of the Contractor's construction activities, the Contractor shall be responsible for making good the erosion / siltation to the satisfaction of the landowner and the Employer's Agent.
- (h) Invader species of plants shall be controlled.
- (i) Dust and noise pollution shall be restricted to acceptable levels.

No separate payment shall be made for observing these requirements as such payment shall be deemed to be included in the amount tendered for item B13.01(c) (The contractor's general obligations: Time-related obligations). Any avoidable non-compliance with these requirements shall be considered sufficient grounds for withholding payment of part or all of the amounts to be paid for the above item in order to pay for the repairs to any damages.

B1233 WORKMEN'S COMPENSATION ACT

All labour employed on the site shall be covered by the Workmen's Compensation Act. The contractor shall pay in full, including the payment of the necessary levies, such amounts, as are due in terms of the Act. The contractor at the commencement of the contract shall resolve the manner in which Workmen's Compensation will be handled. Amounts paid by the contractor shall not be included in the wage rates but shall be an extra payment allowed for by the contractor.

UNEMPLOYMENT INSURANCE FUND

The contractor will be responsible for payment or contribution of UIF for all labour employed under the project. Proof of payment of UIF shall be available upon request.

B1235 MEASUREMENT AND PAYMENT

Item		Unit
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B12.01 Relocation and Protection of Existing Services:

- (a) Provisional sum for existing services to be relocated and /or
protected during construction..... provisional sum
- (b) Handling costs and profit in respect of sub-item B12.01(a) above..... percentage (%)

Expenditure under this item shall be made in accordance with clause 6.6 of the General Conditions of Contract 2015.

The tendered percentage is a percentage of the amount of expenditure approved by the Employer's Agent under sub-item B12.01(a) and shall include full compensation for the handling costs of the Contractor and the profit in connection with the protection, relocation, realignment, removal or replacement of the relevant services.

Item		Unit
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B12.02 Construction of new survey beacons and protection of existing survey beacons:

- (a) Provisional sum for new survey beacons to be constructed or for
existing survey beacons to be protected during construction.....provisional sum
- (b) Handling costs and profit in respect of sub-item B12.02(a) above..... percentage (%)

Expenditure under this item shall be made in accordance with clause 6.6 of the General Conditions of Contract 2015.

The tendered percentage is a percentage of the amount of expenditure approved by the Employer's Agent under sub-item B12.02(a), and shall include full compensation for the handling costs of the Contractor and the profit in connection with the construction of new survey beacons or the protection of existing survey beacons.

Item	Unit
B12.03 Compensation for Community Liaison Officer:	
(a) Provision for community liaison officer.....	provisional sum
(b) Handling costs and profit in respect of sub-item B12.03(a) above.....	percentage (%)
Expenditure under this item shall be made in accordance with clause 6.6 of the General Conditions of Contract 2015.	
The tendered percentage is a percentage of the amount of expenditure approved by the Employer's Agent under sub-item B12.03(a) and shall include full compensation for the handling costs of the Contractor and the profit in connection with the provision of a Community Liaison Officer.	
B12.04 Compensation for Project Liaison Committee:	
(a) Provision for project liaison committee	provisional sum
(b) Handling costs and profit in respect of sub-item B12.04(a) above.....	percentage (%)
Expenditure under this item shall be made in accordance with clause 6.6 of the General Conditions of Contract 2015.	
The tendered percentage is a percentage of the amount of expenditure approved by the Employer's Agent under sub-item B12.04(a) and shall include full compensation for the handling costs of the Contractor and the profit in connection with the provision of a Project Liaison Committee."	
B12.05 Acceptance Control Testing:	
(a) Provision for Acceptance Control Testing	provisional sum
(b) Handling costs and profit in respect of sub-item B12.05(a) above.....	percentage (%)
Expenditure under this item shall be made in accordance with clause 6.6 of the General Conditions of Contract 2015.	
The tendered percentage is a percentage of the amount of expenditure approved by the Employer's Agent under sub-item B12.05(a) and shall include full compensation for the handling costs of the Contractor and the profit in connection with the provision of acceptance control testing.	
B12.06 Survey Assistants:	
(a) Provision for survey assistants	provisional sum
(b) Handling costs and profit in respect of sub-item B12.06(a) above.....	percentage (%)
Expenditure under this item shall be made in accordance with clause 6.6 of the General Conditions of Contract 2015.	
The tendered percentage is a percentage of the amount of expenditure approved by the Employer's Agent under sub-item B12.04(a) and shall include full compensation for the handling costs of the Contractor and the profit in connection with the provision of survey assistants."	

SECTION 1300: CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS

B1302 GENERAL REQUIREMENTS

(c) Legal and contractual requirements and responsibility to the public

Add the following new paragraphs to the end of subclause 1302(c):

"Legislation imposes mutual obligations on the Employer and Contractor in the performance of their duties to society and to the built and natural environment. To assist the Contractor in understanding and assessing his obligations, and thus to make allowances for the cost of compliance with this legislation, Parts C, E, F and G are included in section C3.3 Particular Specifications in the project specifications.

The Contractor's general obligations shall also include the training of temporary labour, the management of labour enhanced work, the application of the Compensation for Occupational Injuries and Diseases Act, 1993, and compliance with the requirements of Part C: Environmental Management Specification, Part E: OHSA 1993 Health and Safety Specification, Part F: Requirements of the Expanded Public Works Programme (EPWP) and Part G: Small Contractor Development contained in section C3.3 Particular Specifications.

Part C: Environmental Management Specification contains the environmental management specification for this project. Its provisions regulate the Contractor's construction methods so as to ensure responsible conduct with respect to the environment and responsible treatment of the environment relevant to the project. No separate payment mechanism has been made available for the Contractor to allow for his compliance with the environmental management specification. The Contractor shall therefore include for such costs in the existing pay item B13.01 in section 1300.

Part E: OHSA 1993 Health and Safety Specification contains the specifications that regulate the Contractor's construction methods so as to ensure the health and safety of his employees and the public. A new pay item B13.02 is included in section 1300 to allow the Contractor to make separate provision for the cost of health and safety obligations during the construction process.

Part F: Requirements of the Expanded Public Works Programme (EPWP) contains requirements for employment and training in terms of the National Youth Service programme (where applicable – refer to Part F). Various pay items related to these requirements are included in Part F. However, to the extent that any costs relating to the requirements of Part F are not covered by the pay items in that section, the Contractor shall include for such costs in the existing pay item B13.01 in section 1300.

Part G: Small Contractor Development contains provisions that regulate the Contractor's construction processes for compliance with Government's initiatives towards broad-based black economic empowerment. Various pay items related to these requirements are included in Part G. However, to the extent that any costs relating to the requirements of Part G are not covered by the pay items in that section, the Contractor shall include for such costs in the existing pay item B13.01 in section 1300. The Contractor shall note that non-compliance with the provisions of Part G may lead to the imposition of penalties as described in clause G1003(d)."

B1303 PAYMENT

Add the following at the start of clause 1303:

"All references in clause 1303 to the final value of the work increasing or decreasing by "twenty (20) per cent" in terms of the COLTO Standard Specification shall be read as increasing or decreasing by "fifteen (15) per cent" in terms of the General Conditions of Contract 2015.

Separate provision has been made in the Schedule of Quantities for the pricing of the Contractor's "General Item" obligations with regard to Health and Safety."

Refer to the second sentence of the fourth last paragraph of clause 1303, page 1300-2 of the COLTO Standard Specifications and delete the words "from the date on which the Contractor has received the letter of acceptance in terms of clause 12 of the general conditions of contract," and replace these words with the following:

"from the Commencement Date in terms of clause 5.2.1 of the General Conditions of Contract 2015,".

Add the following at the end of clause 1303:

"The amount payable to the Contractor for time-related general obligations arising from extensions of time granted in accordance with Clause 5.12.1. and 5.12.2 of the GCC 2015, shall be calculated as follows:

- (i) The Contractor shall apply for the extension of time in terms of the number of days' delay incurred calculated in accordance with clause 5.1 of the GCC 2015.
- (ii) The number of days' extension of time calculated in accordance with clause 5.1 of the GCC 2015, finally granted shall then be added to the Due Completion Date of the contract by the Employer's Agent, commencing on the first working day after the day of the original Due Completion Date. Non-working days and special non-working days as defined in the contract data shall not be counted as working days in calculating the extended completion date.
- (iii) The number of calendar days extension of time granted from the original completion date to the extended completion date as calculated in (ii) above shall then be calculated, commencing on the first calendar day after the day of the original completion date.

The following formula shall then be used to calculate the number of months extension of time granted:

No. of months extension of time granted

$$= \left[\frac{\text{[(No. of calendar days extension of time granted / 365)]}{12} \right] \times 12$$

- (iv) The number of months extension of time granted calculated as in (iii) above shall be the number of additional months measured for payment for time-related general obligations under item B13.01(c) and in accordance with clause 5.12.3 as a result of the extensions of time granted.

Note: The number of months extension of time granted calculated as in (iii) above shall also be included in the measurement of any other items scheduled under Sections 1300, 1400, 1500 or elsewhere in the Schedule of Quantities that involve the unit of measurement "month" and that were provided on site for the full duration of the extended period. Where such items were provided for a portion of the extended period only, a pro rata payment shall be made, based on the number of calendar days the item was provided on site after the original completion date divided by the number of calendar days as calculated in (iii) above for the extension of time granted."

Item		Unit
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B13.01	The contractor's general obligations:
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Add the following before the start of the first paragraph of item 13.01:

"Subitems B13.01(a), (b) and (c) are "General Items" as defined in clause 1.1.1.21 of GCC 2015."

After the end of sub subclause (iii) in the fourth paragraph of item 13.01, add the following new sub subclauses which further define the contractor's general obligations:

- "(iv) Complying with the requirements and conditions of the additional specifications in Part C: Environmental Management Specification.
- (v) Complying with the requirements and conditions of the additional specifications in Part F: Requirements of the Expanded Public Works Programme (EPWP) to the extent that any costs relating to the requirements of Part F are not covered by the pay items included in that section.
- (vi) Complying with the requirements and conditions of the additional specifications in Part G: Small Contractor Development relating to the Government's broad-based black economic empowerment initiatives to the extent that any costs relating to the requirements of Part G are not covered by the pay items included in that section."

Add the following new payment items at the end of clause 1303:

"Item		Unit
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B13.02	Health and Safety obligations:
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- (a) Fixed obligations for the preparation of risk assessments, safe work procedures, the project Health & Safety file, the Health & Safety plan and any other Health & Safety matters that the Contractor deems necessary lump sum (Sum)
- (b) Fixed obligations for completing and checking the Project Health & Safety file and handing it over to the Employer on completion of the Works lump sum (Sum)

- (c) Time-related obligations for updating and amending the risk assessments, the safe work procedures, the project Health & Safety file and the Health & Safety plan, and for full compliance with all Health & Safety matters during the construction of the Works under the contract..... month

Payment of the lump sums tendered under subitems B13.02(a) and (b) and the rate per month for subitem B13.02(c) shall, for the three subitems together, include full compensation for all the Contractor's costs in respect of compliance with the OHS Act and Construction Regulations.

Payment of each of the lump sums tendered under subitems B13.02(a) and (b) shall be made in three instalments as specified in the COLTO standard specifications for the payment of the lump sum tendered under subitem 13.01(a).

The tendered rate for subitem B13.02(c) shall be paid as specified in the COLTO standard specifications for the payment of the tendered rate for subitem 13.01(c).

Item	Unit
B13.03 Compensation for Environmental control	
(a) Environmental Control Officer provided by the Contractor.....	month
(b) EMP requirements for the contract.....	month

The rate tendered in sub-item B13.03 (a) shall include full compensation for all costs resulting from the recruitment and employment of a full time dedicated Environmental Officer (DEO), This shall include all expenses related to the employment of the Environmental officer, including the provision of transport, any equipment and facilities, etc. required by Environmental officer to carry out his/her duties.

Item	Unit
B13.04 Supply, transport to site and erection of the contract signboard.....	number (No)

The unit of measurement shall be the number of contract signboards erected as instructed by the Employer's Agent.

The tendered rate shall include full compensation for providing and erecting each contract signboard complete (refer to the typical signboard face detail shown in Section C4.2), including for timber poles and fixings, excavation and backfill, and for dismantling and removing the signboard structures and reinstating the signboard area on completion."

SECTION 1500: ACCOMMODATION OF TRAFFIC

B1501 SCOPE

Add the following to the end of clause 1501:

"Throughout the course of the contract the Contractor shall ensure that the works do not prevent service owners or the Employer's other contractors from gaining access through the site.

The Contractor shall be required to accommodate traffic in the vicinity of the points at which he accesses the site from the existing road network. All movements of the Contractor's plant to and from the existing access road at these intersections shall be strictly controlled by means of appropriate signage, delineators, stop / go facilities and flagmen."

B1502 GENERAL REQUIREMENTS

Add the following new subclause to the end of clause 1502:

"(j) Public traffic

The Contractor must plan and conduct his activities so as to bring about the least possible disruption to the traffic on the existing roads. In all dealings with the public the Contractor shall bear in mind the public's right to enjoy the use of the road, and the Employer's desire to interfere as little as possible with this right. At all points of contact with the public, the Contractor shall deal with deliberate courtesy and understanding in any discussions or disputes."

B1503 TEMPORARY TRAFFIC-CONTROL FACILITIES

Replace the first sentence of the first paragraph of clause 1503 with the following:

"The Contractor shall provide, erect and maintain the necessary traffic-control devices, road signs, channelization devices, barricades, warning devices and road markings (hereinafter referred to as traffic-control facilities) in accordance with these project specifications and as shown on the drawings and in the South African Road Traffic Signs Manual in conjunction with the latest edition of Road Signs Note No.13 - Roadworks, and shall remove them when no longer required.

The Contractor shall replace at his own cost any traffic-control facilities that have been damaged, lost or stolen. The Contractor shall also remove all bituminous or other foreign material from the traffic-control facilities in order to keep them clean and visible at all times. Traffic-control facilities that can no longer be cleaned effectively shall be replaced with new ones at the cost of the Contractor."

Replace the first sentence of the third paragraph of clause 1503 with the following:

"The type of construction, spacing and placement of traffic-control facilities shall be in accordance with the latest edition of Road Signs Note No.13 - Roadworks, these project specifications, the drawings and the South African Road Traffic Signs Manual.

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

(a) Traffic-control devices

Add the following new paragraph after the end of the second paragraph of subclause 1503(a):

"The reduction of the road width to a single lane carrying one-way traffic and controlled by "Stop / Go" boards shall be allowed only during daylight hours in clear weather conditions when work is actively taking place on the road, and such reduction of the road width shall always be accompanied by sufficient on-going watering to keep the dust down at all times on any trafficked gravel surfaces in order to maintain good visibility along the deviation. At least two lanes carrying two-way traffic shall be provided at all other times."

(b) Road signs and barricades

Add the following to the end of subclause 1503(b):

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

The temporary road signs required for this contract shall generally be mounted on poles installed in the ground. Where temporary signs such as delineators are mounted on portable supports, the only permitted method of ballasting such sign supports shall consist of durable sandbags filled with sand

of adequate mass to prevent the signs from being blown over by wind. The cost of the sandbags shall be included in the tendered rates for the applicable types of temporary road signs.

The traffic-control devices, temporary signs and devices required in the contract are those designated in Road Signs Note No.13 - Roadworks.

The covering of permanent road signs, if applicable, shall be carried out by utilising a hessian bag which shall be pulled over the sign in the form of a hood and fastened to the sign posts using wire ties. Plastic bags or other materials, and fastening by means of adhesive tape, shall not be permitted for this purpose. The cost of covering permanent road signs shall be deemed to be covered by the tendered rates for items 15.01 and 15.10 (if applicable).

No work may proceed on any section where accommodation of traffic is required until such time as the relevant requirements with regard to signposting are met and the written approval of the Employer's Agent has been obtained. The Contractor shall keep sufficient surplus signs, delineators and barricades on the site to allow for the replacement of damaged or missing items immediately upon discovery, or within three hours of instructions to such effect having been given by the Employer's Agent. Delineators shall be of the flexible plastic / rubber reversible variety and not of the rigid metal variety."

(c) Channelization devices and barricades

Add the following paragraphs at the end of subclause 1503(c):

"Delineators shall be manufactured from plastic / rubber materials and shall be adequately ballasted with sand bags to prevent the signs from being blown over by wind or wind turbulence from moving traffic.

Traffic cones shall be manufactured from fluorescent orange or red plastic material and shall be used only at short term lane deviations during daylight hours. All traffic cones used on deviations shall be 750mm high. Lane closures which continue into the night time shall be demarcated by delineators only.

The use of steel drums as channelization devices shall not be allowed on this Contract. Channelization shall be effected by the use of delineators or cones as detailed in Road Signs Note No. 13 - Roadworks."

(e) Warning devices

Add the following to subclause 1503(e):

"All construction vehicles and plant used on the works shall be equipped with 200mm diameter rotating amber flashing lights and with "Construction Vehicle" warning signs. All vehicles and plant shall obtain a clearance permit from the Employer's Agent before being allowed onto the site.

Rotating lights shall have an amber lens of minimum height of 200mm and shall be mounted to ensure clear visibility from all directions. The lights on construction vehicles shall be switched on as the vehicles decelerate to enter a construction area, while construction vehicles are operating within the accommodation of traffic area, and as the vehicles accelerate to the general speed when entering the road from a construction area. Lights on plant shall operate continuously while the plant is working alongside sections of road open to public traffic.

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

Rotating lights and the "Construction Vehicle" warning signs on the Contractor's vehicles and plant shall not be paid for separately but shall be included in the rates covering the use of the vehicles.

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

Add the following new subclauses to clause 1503:

"(g) Other signs and facilities

The Employer's Agent may instruct the Contractor to provide any other road sign, reflective tape, etc. not measured in the standard pay items. Such other road signs, reflective tape, etc. shall conform to

the requirements of the South African Road Traffic Signs Manual and any other specification provided by the Employer's Agent.

(h) High visibility safety vests

The Contractor shall ensure that all his own personnel, excluding those who are permanently office bound, all other construction workers on the site, staff of the Employer's Agent and visitors are equipped with high visibility reflective safety vests. High visibility reflective safety vests shall be worn at all times when working on or near to the travelled way. High visibility reflective safety vests shall be kept in good condition and any such safety vests that are, in the opinion of the Employer's Agent, ineffective shall be replaced immediately by the Contractor."

B1517 MEASUREMENT AND PAYMENT

"Item **Unit**

**B15.14 The provision and maintenance of safety
Equipment for use by the Employer's Agent:**

- (a) Rotating amber flashing or flicker lights magnetically attached to vehicles.....number (No)
(b) High visibility reflective safety vests.....number (No)

The unit of measurement for sub-item B15.15 (a) shall be the number of rotating amber flashing lights provided. The unit of measurement for sub-item B15.15 (b) shall be the number of high visibility safety vests provided.

The tendered rates shall include full compensation for the supply and maintenance of the magnetically attachable rotating amber flashing lights and high visibility safety vests for use by the Employer's Agent for the duration of the contract."

Item **Unit**

B15.16 Non-compliance with accommodation of traffic specifications - Penalties:

- (a) Fixed penalties per occurrencenumber (No)
(b) Time related penalties.....hr

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

- (a) In sub item B15.15 (a) a fixed penalty of R25 000, 00 per occurrence shall be deducted for each and every occurrence of non-compliance with any of the requirements of section 1500 of the standard specifications and section B1500 of the project specifications.
(b) In sub item B15.15(b) a time-related penalty of R 5 000,00 per hour over and above the fixed penalty shall be deducted for non-compliance to rectify any defects in the accommodation of traffic within the allowable time after the engineer has given an instruction to this effect. The engineer's instruction shall state the allowable time, which shall be the time in hours for reinstatement of the defects. Should the contractor fail to adhere to this instruction, the time-related penalty shall be applied from the time the instruction was given.

SECTION 1600: OVERHAUL

B1602 DEFINITIONS

(a) Overhaul material

Add the following to the end of subclause 1602(a):

"Overhaul shall not be measured separately for payment for materials obtained from commercial sources, and the rates tendered for such materials shall be fully inclusive of all haul required."

(b) Overhaul

Delete the first two paragraphs of subclause 1602(b) and replace them with the following:

"Restricted overhaul shall not apply to fill material from cut and borrow and to spoil material from excavations when hauled in excess of a free-haul distance of 0,5 km in respect of haul up to and including 1,0 km, and no measurement and payment for restricted overhaul shall be made under any item in respect of material hauled between or over these distances.

Ordinary overhaul only shall apply in respect of haul in excess of 1,0 km."

Delete the final paragraph of subclause 1602(b) since restricted overhaul shall not apply to the work required under this contract.

(d) Free-haul distance

Delete the second sentence of subclause 1602(d) and replace it with the following:

"This distance shall be 1,0 km in the case of all overhaul materials."

SECTION B1800: DAYWORKS

- *Add the following section to Series 1000: General of the standard specifications:*

“SECTION B1800: DAYWORKS

CONTENTS

B1801 SCOPE

B1802 GENERAL REQUIREMENTS

B1803 LABOUR

B1804 MATERIALS

B1805 PLANT

B1806 MEASUREMENT AND PAYMENT

B1801 SCOPE

This section covers the listing of daywork items in accordance with the general conditions of contract clause 6.5, for the use in determining payment for work which cannot be quantified in specific units in the bill of quantities, or work ordered by the Employer's Agent in writing during the construction period which was not foreseen at tender stage and for which no applicable rate exists in the bill of quantities.

B1802 GENERAL REQUIREMENTS

Work will be classified as daywork only if the Employer's Agent considers no other rate in the schedule of quantities appropriate for payment purposes.

Only work ordered in writing by the Employer's Agent to be executed as daywork shall be measured and paid for at the rates tendered in the schedule of quantities.

The Contractor shall keep and submit records of the work performed in accordance with the requirements of 6.5.4 (GCC 2015) of the General and/or Special Conditions of Contract.

B1803 LABOUR

The tendered rates for labour to be included as daywork charges shall include the salaries and wages of gangers or charge hands working with their gangs but shall exclude the costs of the time of the foremen or supervisors which will be deemed to have been included in the sums tendered for the relevant items in Section 1300 of the schedule of quantities.

Prior to the commencement of any work by the personnel described under item B18.01 the contractor must obtain written consent from the Employer's Agent regarding their classification in terms of "unskilled", semi-skilled" and "skilled" personnel.

Personnel will be classified using the following as a guide:

- Unskilled labour shall be labour using hand tools/labour only
- Semi-skilled labour shall be capable of using power tools such as drills and operating pedestrian rollers
- Skilled labour shall be capable of constructing formwork or laying bricks etc
- A ganger shall be capable of supervising a team of at least 6 labourers

Gross remuneration, as specified in subclause 6.5.1.2.1 (GCC 2015) of the general and/or special conditions of contract, will be deemed to include the following:

- (a) Basic salary/wage
- (b) Overhead charges such as fringe benefits not reflected in basic salary and wages which may include:
 - normal annual bonus
 - employer's contribution to medical aid
 - group life assurance premiums
 - employer's contribution to pension/provident fund
 - all other costs as per letter of appointment

and costs payable due to statutory requirements, which may include:

- Workmen's Compensation Fund contribution
- Unemployment Insurance Fund contributions
- District Council levies or the equivalent thereof

The rates tendered for labour shall include for the actual cost of salaries and wages, all overhead charges, profit, liabilities, obligations, risks and incidentals for all workmen to execute work by dayworks.

B1804 MATERIALS

The nett cost price of materials (exclusive of VAT) actually delivered to the site to be included as daywork charges shall include the costs of delivery to the usual points at which materials are received on the site.

Before ordering any material, the Contractor shall submit quotations to the Engineer for his approval, and shall submit such receipts or vouchers to the Engineer as may be necessary for proving the amount claimed.

The percentage tendered as an on-cost on the net cost price of materials shall include for all handling, overheads, profit, liabilities, obligations, risks, incidentals and other on-costs for the supply, delivery and distribution of material for daywork to the individual site(s) where daywork is in progress.

B1805 PLANT

The full inclusive hourly cost of operational plant which is available on site or which has been removed without written authorization of the Engineer, to be included as daywork charges will be taken to be the tendered rate which, in the opinion of the Contractor, will be applicable in all respects to the situation and terms of the contract.

The hourly rate tendered or agreed shall constitute the daywork rate for the plant and will be deemed to include all costs for plant operators, consumable stores, fuel, maintenance, depreciation, ground-engaging tools and all other incidentals necessary to operate the plant for the purposes for which it was designed.

Failure on the part of the Contractor to state in the schedule of quantities the plant on which his tender is based, shall be considered as a firm agreement on the part of the Contractor that he waives all rights to distinguish between the different types and capacities of plant falling within the description and/or category given, and the Engineer shall have the right to call upon the Contractor to supply any such plant to the site and perform the work as directed by him at the particular tendered rate.

Sixty percent (60 %) of the hourly rate tendered or agreed will be paid in respect of plant which is being employed for daywork but standing idle on the specific instructions of the Engineer, as full compensation for idle costs of daywork plant.

For plant not on site, the costs of establishing items of plant on the site for daywork on specific instruction of the Engineer will be negotiated with the Contractor at the time that such daywork is contemplated.

B1806 MEASUREMENT AND PAYMENT

Item	Unit
B18.01 Labour charges	
(i) Unskilled labourer.....	hour (h)
(ii) Semi-skilled labourer.....	hour (h)
(iii) Skilled labourer.....	hour (h)
(iv) Chargehand or ganger	hour (h)
(v) Foreman	hour (h)

The unit of measurement shall be the hour of time worked by the particular employee on the designated work on instruction by the Engineer.

The daywork rates submitted for labour in the schedule of quantities shall be the cost of labour for each skill level and shall apply only to the number of workers approved in writing by the Engineer.

The rates shall be for normal working hours and shall be increased pro rata for overtime at the standard rate applicable if the work performed outside working hours is approved in writing by the Engineer.

The tendered rates shall include full compensation for all costs for salaries and wages, use and maintenance of tools and equipment, sick pay, leave pay, holidays with pay and financial charges of any description incurred by the Contractor and his subcontractors as well as for all insurance, accommodation, travelling, travelling time,

supervision, overheads, profit, obligations, risks and any other emoluments and incidentals necessary for labour to execute work as daywork.

Item	Unit
-------------	-------------

B18.02 Material charges

(a) Procurement of materials	prime cost sum
------------------------------------	----------------

(b) Contractor's handling costs, profit and all other charges in respect of sub item B18.02 (a)	Percentage (%)
--	----------------

Expenditure under this item shall be made in accordance with clause 6.6 (GCC 2015) of the General Conditions of Contract. The prime cost sum allowed shall include for the actual cost incurred for materials used in authorised daywork. The actual costs for materials shall not be subject to contract price adjustment.

The tendered percentage is a percentage of the amount actually spent under subitem B18.02(a) and shall include full compensation for the handling costs of the Contractor, profit, overheads and incidentals in connection with materials used for daywork on the instructions of the Engineer.

Payment for expenditure under this item will be made in full as and when the money is expended subject to written proof by the Contractor of payment of invoiced amounts.

Item	Unit
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B18.03 Plant charges

(a) Self-propelled grader (140G or similar)	hour (h)
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(b) Front-end loader with 2 to 3m ³ capacity	hour (h)
---	----------

(c) Crawler excavator (Traxcavator) with 3m ³ capacity	hour (h)
---	----------

(d) T.L.B. (tractor, loader, backhoe):	
(i) 48kW capacity	hour (h)

(e) Tip truck or dumper with:	
(i) 6m ³ capacity	hour (h)
(ii) 10m ³ capacity	hour (h)

(f) Air compressor with:	
(i) 6m ³ /min. capacity with two pneumatic drills	hour (h)

(g) Flatwheel roller (steel drums) with 10 to 20 tons capacity	hour (h)
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(h) Pneumatic-tyred roller with 10 to 25 tons capacity	hour (h)
--	----------

(i) Vibratory roller with 5 to 12 tons capacity	hour (h)
---	----------

(j) Pedestrian roller:	
(i) 600mm wide	hour (h)
(ii) 900mm wide	hour (h)

(k) Water tanker with 5 to 10 kl capacity	hour (h)
---	----------

(l) Lowbed trailer and horse with 30 tons carrying capacity	hour (h)
---	----------

(m) Flatbed truck with 7 to 10 tons capacity complete with hydraulic crane	hour (h)
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The unit of measurement shall be the hour actually worked by each item of plant (vehicle, machine or equipment) on the designated work on instruction by the Engineer.

The Contractor and the Engineer will agree on the method of recording the working hours prior to the commencement of work. Any long period of idling at any one time which in the opinion of the Engineer or his representative is beyond that required for normal operating conditions will not be paid for as working time. Non-working hours for any reason shall not be measured for payment.

The tendered rates include full compensation for furnishing and using the plant, including the cost of plant operators, consumable stores, fuel, ground-engaging tools, maintenance and for all other incidentals necessary to execute the authorised daywork as specified.

Where there is ambiguity between the power developed at the flywheel and mass of machine, the power shall govern the measurement category.

Item	Unit
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B18.04 Other plant / equipment not specified above	Provisional (Prov) Sum
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The provisional sum provided to cover the cost of other plant / equipment shall be expended in accordance with clause 6.6 (GCC 2015) of the General Conditions of Contract.

Item	Unit
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B18.05 Transport	
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(a) LDV (1 ton).....	kilometre (km)
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(d) Flatbed truck (5 to 8 ton capacity).....	kilometre (km)
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The unit of measurement shall be the kilometre distance that the vehicle travelled for transporting personnel and/or plant/equipment. All travelling shall be approved by the Engineer.

The tendered rate shall include full compensation for the cost of the vehicle including fuel, maintenance, depreciation and running costs.

The above-mentioned tendered rates shall be full compensation for the various items as specified and no further profit shall be paid."

SECTION 2200: PREFABRICATED CULVERTS

B22.01 Excavation

The standard Manhole depths for this Contract will be up to 2,0m below surface level thus, replace the depth ranges:

B22.01 Excavation:

- (a) Excavating soft material situated within the following depth ranges below the surface level:
 - (i) 0,0m up to 2,0m cubic metre (m³)
 - (ii) Exceeding 2,0m and up to 3,0m cubic metre (m³)
- (b) Extra over subitem B22.01(a) for excavation in hard material
irrespective of depth cubic metre (m³)

B22.17 Manholes, Catch pits, precast inlet and outlet structures complete

Replace the depth ranges:

“The unit of measurement for catch pits and manholes shall be the number constructed to the following depth ranges:

- (i) 0,0m up to 2,0m No.
- (ii) Exceeding 2,0m and up to 3,0m No.”

SECTION 3400: PAVEMENT LAYERS OF GRAVEL MATERIAL

B3402 MATERIALS

(a) General

Add to Clause 3402(a) the following:

The pavement for the road shall consist of:

All layers shall comply with the requirements of Tables 3402/1, 3402/2, 3402/4 and 3402/5 of the Standard Specification. The requirements of Section 3500: Stabilization shall also apply to the relevant layers.

B3413 MEASUREMENT AND PAYMENT

On this Contract, no extra over payment will be made due to the nature of the site or the size of the work area available. All costs associated with carrying out the works are deemed to be included in the tendered rates for the items in the Schedule of Quantities.

C3.4.2 Health and Safety Specifications by the Employer

1. Interpretations

1.1 Application

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

1.1 Definitions

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

2. MINIMUM ADMINISTRATIVE REQUIREMENTS

2.1 Asbestos Regulations

The project scope of work will entail the removal of the existing asbestos roof sheeting and the replacement thereof, with galvanised steel sheeting. The removal and disposal of the asbestos roof sheeting will be undertaken by a Registered Asbestos Contractor. In light of the foregoing the project will be subject to the Asbestos Regulations (2002) and Asbestos Abatement Regulations, 2020, which were promulgated in terms of the Occupational Health and Safety Act 85 of 1993.

In line with the aforementioned regulatory prescripts, the following requirements should be complied with;

- Notification of the Provincial Director of the Department of Labour prior to commencement of the work. This item shall be undertaken by the AIA.
- The asbestos demolition work and disposal should be carried out by a registered asbestos contractor.
- All asbestos materials likely to become airborne should be identified.
- A plan of work should be submitted at least thirty (30) days prior to the commencement of that work, to an approved inspection authority. This item shall be undertaken by the AIA.
- During and after the completion of demolition work, steps should be taken to ensure that;
 - All asbestos and materials containing asbestos are handled and disposed of in accordance with the Asbestos Regulations (2002).
 - All persons exposed to or likely to be exposed to asbestos are issued with appropriate personal protective equipment (PPE) and that such equipment is used properly.
 - The premises, structures or area are thoroughly checked to ensure that all asbestos waste has been removed.

2.2 Health and Safety Plan

The Principal Contractor shall prepare a documented Health and Safety Plan as per Construction Regulations 7(1) (a) based on the information / requirements contained in this specification and the baseline risk assessment for the project and demonstrate to us how he is going to implement Health and Safety on site.

2.3 Health and Safety File

The Principal Contractor must, as required by Construction Regulation 7(2)(b) compile and always keep a health and safety file on site that must include all documentation required in terms of The Act and Regulations and this specification. It must also include a list of all Subcontractors on site that are accountable to the Principal Contractor and the agreements between the parties and details of work being done. The Principal Contractor health and safety file must after compilation be submitted to the Health and Safety Agent for approval before any work commencement on site.

The health and safety file must contain the following documentation:

- Notification of Construction Work
- Proof of registration and good standing with the Compensation Commissioner or a COID Insurer

- Safety, Health and Environment Policies
- Health and safety plan agreed with the Client's Agent
- Legal Appointments
- Certificates of medical fitness
- Risk assessment(s) and method statements
- Material Safety Data Sheets (MSDS)
- Traffic Management Plan
- Emergency Preparedness Plan
- Training Records
- Personal Protective Equipment (PPE) records
- A list of Contractors (Sub-Contractors) including copies of the agreements between the parties and the type of work being done by each Contractor
- The following registers:
 - Accident and/or incident register (Annexure 1 of the General Administrative Regulations)
 - Occupational Health and Safety representative's inspection register
 - Daily inspections of vehicles, plant and other equipment by the operator, driver and/or user
 - Inspection of hand tools
 - Inspection and maintenance of explosive powered tools
 - Inspection of electrical installations (including inspection of portable electrical tools, electrical equipment and other electrical appliances)
 - Inspection for temporal electrical installations
 - First-aid box content
 - Record of first-aid treatment
 - Fire equipment inspections and maintenance
 - Record of hazardous chemical substances (HCS) kept and used on site
 - Machine safety inspections (including machine guards, lock-outs etc.)
 - Inspection registers and logbooks for lifting machines and – tackle (including daily inspections by drivers/operators)
 - Inspection of stacking and storage
- The OHS Act and its Regulations (Construction Regulations 2014)
- Meeting records
- Internal Audits records
- Client's Audits records
- Other records relating to health and safety management on site

The Client's Agent will conduct an evaluation of the Principal Contractor's health and safety file from time to time during a month, but at least once a month.

2.4 Mandataries and Contractors Safety File

It is a requirement that the Principal Contractor, when he appoints Contractors, includes an OHS Act Section 37(2) agreement (i.e., Agreement with Mandatary) in his agreement with such Contractor.

Each Contractor must keep his/her health and safety file updated for the Principal Contractor, on a weekly basis. The Subcontractor must agree to comply with the terms of the Provisions of Section 37(2) of the Occupational & Safety Act, Act No. 85 of 1993 together with the Construction Regulations 2014.

The Principal Contractor must conduct an evaluation of the Contractor's health and safety file from time to time during a month, but at least once a month.

2.5 Notification of Intention to Commence Construction Work

The Principal Contractor must notify Department of Labour in writing of construction work as per section 4 of Construction Regulations and keep the stamped copy in the file.

3.1 Overall Supervisions and Responsibility for Health and Safety

It is the Principal Contractor's responsibility to implement and maintain the health and safety plan approved by the Client.

The Chief Executive Officer (in terms of Section 16(1) of the OHS Act) of the Principal Contractor is to ensure that the Employer (as defined in the OHS Act) complies with the OHS Act.

The Principal Contractor's Chief Executive Officer may appoint any person reporting to him/her as Designated Person in terms of Section 16(2) of the OHS Act. Such Designated Person is responsible to assist the Chief Executive Officer to ensure that the Employer complies with the requirements of the OHS Act.

3.2 Operational Responsibilities for Health and Safety

The Principal Contractor must appoint designated competent employees and/or other competent persons to assist with the operational responsibilities for health and safety during the works. Appointments shall be guided/ structured by the legislation requirements and the scope of works to be performed by the contractor.

It is acknowledged that the Principal Contractor may need to allocate more than one appointment to certain staff members. This practice may only take place if Health and Safety Standards would not be negatively affected. Should the Health and Safety Agent deem such practice as having a negative effect on Health and Safety Standards; then alternative arrangements will have to be made.

A part time Health and Safety Officer shall be appointed by the Principal Contractor subject to the following conditions:

- The person must either have completed a SAMTRAC (Safety Management Training Course), which is administered by NOSA, a 3 Week Health and Safety Management Course, which is administered by Lexis Nexus, National Diploma in Safety Management or another course approved by Client's Agent as a minimum requirement.
- The Health and Safety Officer must be registered with the South African Council for Project and Construction Management Professions (SACPCMP) or have proof of application for registration.

3.3 Appointment of Health and Safety Representative

Where the Principal Contractor employs more than 20 persons [including the employees of other contractors (sub-contractors)] he shall appoint one Health and Safety representative for every 50 employees or part thereof. General Administrative Regulation 6 requires that the election, appointment and subsequent designation of the Occupational Health and Safety representatives be executed in consultation with employee representatives or employees.

Occupational Health and Safety representatives shall be designated in writing and the designation must include the area of responsibility of the person and term of the designation.

Should the appointed representatives require any training, assistance or facilities, the Principal Contractor must provide these.

Health and Safety Representatives shall carry out his/ her duties as per Section 18 of the OHS Act. The Principal Contractor must ensure that the designated Occupational Health and Safety representatives conduct a weekly inspection of their respective areas of responsibility, using a checklist, and report thereon to the Principal Contractor.

Occupational Health and Safety representatives must be included in accident and/or incident investigations.

Occupational Health and Safety representatives must attend all Occupational Health and Safety committee meetings.

3.4 Health and Safety Committees

The Principal Contractor must establish an Occupational Health and Safety committee consisting of all the designated Occupational Health and Safety representatives together with a number of management representatives. The members of the Occupational Health and Safety committee must be appointed in writing and copies of the appointments included in the Occupational Health and Safety file.

The Health and Safety committee shall be made up of the following:

- Contracts Director
- Construction Manager
- Construction Safety Officer
- Health and Safety Representatives (Own and Contractors)
- Management Members and Client Representatives
- Contractors Managers

The Occupational Health and Safety committee must meet as a minimum on a monthly basis and consider, at least, the following agenda items:

- Opening and welcome
- Members present, apologies and absent
- Minutes of previous meeting
- Matters arising from the previous meeting
- Occupational Health and Safety representatives' reports
- Incident and/or accident reports and investigations
- Incident, accident and/or injury statistics
- Other matters
- Endorsement of registers and other statutory documents by a duly authorised representative of the Principal Contractor
- Training:
 - Employee competence
 - Induction training
 - Certified skills
 - Toolbox talks
 - Emergency procedures
 - Any specific training needs
- General issues:
 - Traffic Management
 - Fire precautions
 - First aid
 - Welfare, etc

Minutes of the meetings shall detail the actions arising from the meeting, action by, completion dates, be copied to all attendees and to be displayed on the safety notice board/s for the information of all the employees. A copy of the Safety Committee Meeting minutes shall be forwarded to the Client if the Client cannot attend the meetings.

3.5 Occupational Health and Safety Policy

The Principal Contractor must prepare a health and safety policy which should be signed by the Chief Executive Officer must form a part of the Safety Plan. The policy must outline objectives and set out how they will be achieved and implemented. The health and safety policy should also be displayed at the site office.

3.6 Health and Safety Organogram

An organogram outlining the health and safety management as per appointments under the OHS Act and the Regulations must be provided by the Principal Contractor and be kept in the health and safety file. The Contractor must maintain the health and safety management organogram up-to-date.

3.7 Preliminary Hazard Identification and Risk Assessment

The Principal Contractor must allow for and cause a Site-Specific Hazard Identification and Risk Assessment exercise to be performed by a Competent Person before commencement of construction work based on the projects Baseline Hazard Identification and Risk Assessment. The risks assessed must form part of the Construction Phase Health and Safety Plan to be submitted by the contractor for approval by the Health and Safety Agent. The Risk Assessment must include:

- a) A list of hazards identified for the works;
- b) Health and safety effects from exposure to hazards;
- c) Risk rating and its methodology / matrix;
- d) Control / mitigation measures to identified hazards;
- e) Safe working procedures for the high-risk tasks intended to eliminate, reduce and/or control the risks assessed;

The Principal Contractor must ensure that all Sub-Contractors are informed, instructed and trained by a Competent Person/s regarding hazards, risks and related safe work procedures before any work commences and thereafter at regular intervals as the risks change and as new risks develop.

The Principal Contractor shall allow for and be responsible for ensuring that all persons who could be negatively affected by construction operations are informed and trained according to the hazards and risks and are conversant with the Safe Work Procedures, control measures and other related rules (for example "tool box talk" strategy to be implemented).

Should the Health and Safety Agent or other Clients Representative identify alternative hazardous activities performed by the Principal Contractor or its Sub-Contractors on site for which a Risk Assessment was not performed, then the Principal Contractor will be required to perform such an exercise before continuing such work.

The risk assessment must be reviewed where changes are affected to the design and or construction that result in a change to the risk profile and when an incident has occurred.

3.8 Medical Fitness

The Principal Contractor and all Sub-Contractors must ensure that every employee on site has a valid medical certificate of fitness specific to the construction work to be performed and issued by an Occupational Health Practitioner in the form of Annexure 3 of Construction Regulations 2014.

3.9 Health and Safety Training

3.9.1 Induction

The Principal Contractor shall allow for and ensure that all site personnel undergo a site-specific health and safety induction training session before starting work. A record of attendance shall be kept in the health and safety file. Induction training shall also include training on the risks associated with the works to be executed, safe work procedures and emergency procedures.

All visitors to the site must also be subjected to site-specific induction training highlighting items such as site safety and health risks, steps to follow in the event of emergency, restricted areas and on the site health and safety rules.

3.9.2 Awareness and Promotion

The Principal Contractor is required to have a promotion and awareness programme in place to create a health and safety culture within employees. The following are some of the methods that may be used:

- Toolbox talks (Weekly)
- Posters
- Notices and Sign

The following notices and signs are, where applicable, compulsory on the construction site as well as the Contractors' yards:

Area and/or activity where notice or sign is required	Notice or sign required in terms of
Display of notices and signs	General Safety Regulation 2B and SABS Code 1186
Entry	General Safety Regulation 2C(2)
First-aid	General Safety Regulation 3(6)
Toilets and change rooms	Facilities Regulation 2(5); 4(2)(f)
Storage of flammable materials	General Safety Regulation 4(8)(a)(i) and (ii) (10(e) only applicable to Contractor's yards)
Grinding wheels	Driven Machinery Regulation 8(1)(7)
Machinery	General Machinery Regulation 9 (Schedule D)
Explosive powered tools	Construction Regulation 21(2)(f)
Prohibition on smoking and eating or drinking at the workplaces where high risk substances [FR5 (1)] are stored or handled	Facilities Regulation 6(b)
Non-potable water	Facilities Regulation 7(b)
Traffic control signs	Department of Transport; Traffic Signs Manual, 2010, Chapter 8

3.9.3 Competency

The Principal Contractor shall ensure that his and other Contractors' employees appointed are competent and that all training required doing the work safely and without risk to health of their or other persons, has been successfully completed before work commences.

The Principal Contractor shall ensure that follow-up and refresher training is conducted on a regular basis as well as the contract work progresses and the work situation changes.

Records of all training must be kept on the health and safety file for auditing purposes.

3.9.4 Rules of conduct

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

YOU MAY NOT:

- * Partake, possess or sell drugs or alcoholic beverages on site. Any employee or visitor whose action and demeanour show symptoms of possible narcosis or drunkenness shall be removed from site.

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

3.10 General Record Keeping

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

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

3.11 Construction Vehicles and Mobile Plant

Construction vehicles and mobile plant must be:

- ❖ Of acceptable design and construction
- ❖ Maintained in good working order
- ❖ Used in accordance with their design and intention for which they were designed
- ❖ Operated and/or driven by trained, competent and authorised operators/drivers
- ❖ Must be driven at the site at a speed limit on site shall be 40 Km/h in normal circumstances and 20Km/h through deviations unless otherwise specified.
- ❖ No unauthorised persons to be allowed to drive construction vehicles and mobile plant
- ❖ Provided with safe and suitable means of access
- ❖ Fitted with amber lights and must be clearly labelled "Construction Vehicle" in a conspicuous position and reflective colour
- ❖ Fitted with adequate signalling devices to make movement safe including reversing
- ❖ Excavations and other openings must be provided with sufficient barriers to prevent construction vehicles and mobile plant from falling into in
- ❖ Provided with roll-over protection
- ❖ Fitted with two head and two tail lights that is in good working condition whilst operating under poor visibility conditions; and
- ❖ Used for transporting persons must have seats firmly secured and sufficient for the number of persons being transported
- ❖ Operators and drivers of construction vehicles and mobile plant must be in possession of a valid medical certificate declaring the operator and/or driver physically and psychologically fit to operate or drive construction vehicles and mobile plant
- ❖ No loose tools, material etc. is allowed in the driver and/or operators compartment/cabin nor in the compartment in which any other persons are transported
- ❖ No person may ride on construction vehicles and mobile plant except for in a safe place designed and provided for this purpose

- ❖ The construction site must be organized to facilitate the movement of construction vehicles and mobile plant in such a manner that pedestrians and other vehicles are not endangered. Traffic routes to be suitable, sufficient in number and adequately demarcated
- ❖ Construction vehicles and mobile plant left unattended after hours adjacent to roads and areas where there is traffic movement must be fitted with lights, reflectors or barricades to prevent moving traffic from a sudden emergency, or to come into contact with the parked construction vehicles and mobile plant
- ❖ In addition, construction vehicles and mobile plant left unattended after hours must be parked with all buckets, booms etc. full lowered, the emergency brakes engaged and, where necessary, the wheels chocked, the transmission in neutral and the motor switched off and the ignition key removed and stored safely
- ❖ Employees near construction vehicles / operators to wear reflective safety vests
- ❖ All construction vehicles and mobile plant daily inspection records must be kept in the health and safety file.

3.12 Health & Safety Audits, Monitoring and Reporting

The Client's Health and Safety Agent shall at least once a month during the duration of the contract conduct Health and Safety Audits of the work operations. The audit shall be consisting of a full audit of physical site activities and well as an audit on the administration of health and safety. Copies of the audit reports will be forwarded to the Principal Consultant and the Project Manager and other site stake holders within seven days. It must be kept in the site health and safety file. The Health and Safety Agent may at any time visit the site for an Audit without prior notification to the contractor.

The Principal Contractor must allow for and conduct similar audits on all Sub-Contractors appointed by the Principal Contractor and forward copies of all reports to the Health and Safety Agent within seven working days of completion of the audits and file copies on the site health and safety file

C3.4.3 Construction Environmental Management Plan

PES1 General

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

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

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

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

PES2 Working Area

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

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

- site camp
- stockpiling and storage of construction materials

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

PES3 Site Camps

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

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

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

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

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

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

PES4 Sanitation

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

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

PES5 Refuse

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

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

No burning of refuse is permitted.

PES6 Dust

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

Dust generated by construction related activities must therefore be minimised.

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

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

PES7 Noise

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

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

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

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

PES8 Social Disruption

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

No access to private property will be allowed.

PES9 Informal Settlements

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

PES10 Traffic

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

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

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

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

PES11 Overhead Power Lines

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

PES12 Removal of Protected Plants from Site

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

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

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

PES13 Fire Prevention and Control

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

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

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

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

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

No fire is to be left unattended at any time.

No burning of grassland to clear is permitted.

No cutting of timber for firewood will be allowed.

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

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

PES14 Environmental Training

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

PES15 Work Stoppage

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

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

PES16 Environmental Monitoring

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

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

PES17 Measurement and Payment

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

C3.4.4 Drawings

Civil & Structural Drawings

<u>Drawing Number</u>	<u>Description</u>
11153-4-GGL-0001	OVERALL LAYOUT PLAN & SETTING OUT DATA SHT 1 OF 1
11153-4-GGL-0002	TYPICAL CROSS SECTION DETAILS SHT 1 OF 1
11153-4-RLA-0001	GEOMETRIC AND STORMWATER LAYOUT SHT 1 OF 1
11153-4-RLS-0001	LONG SECTION SHT 1 OF 2
11153-4-RLS-0002	LONG SECTION SHT 2 OF 2
11153-4-GCS-0001	AFFECTED SERVICES LAYOUT SHT 1 OF 1
11153-4-RCS-0001	PORTAL CULVERT DETAILS SHT 1 OF 1
11153-4-RCS-0002	CROSS SECTIONS SHT 1 OF 3
11153-4-RCS-0003	CROSS SECTIONS SHT 2 OF 3
11153-4-RCS-0004	CROSS SECTIONS SHT 3 OF 3
11153-4-GSD-0001	TYPE B1_B3 ACCESS DETAILS SD303_C SHT 1 OF 1
11153-4-GSD-0002	CONCRETE PIPE CULVERT BEDDING DETAILS SHT 1 OF 1
11153-4-GSD-0003	CONCRETE PIPE CULVERT HEADWALL DETAILS SHT 1 OF 1
11153-4-GSD-0004	DPRESSED INLET DETAIL SHT 1 OF 1
11153-4-GSD-0005	PIPE TO OPEN CHUTE DETAIL SHT 1 OF 1
11153-4-GSD-0006	GABION RETAINING WALL SHT 1 OF 1
11153-4-GSD-0007	UNDER GROUND SERVICE CROSSING SHT 1 OF 1
11153-4-GSD-0008	SERVICE MARKERS SHT 1 OF 1
11153-4-GSD-0009	DRAINAGE OUTLETS IN CUTTINGS SHT 1 OF 1
11153-4-GSD-0010	GUARDRAIL ERECTION SHT 1 OF 1
11153-4-GSD-0011	GUARDRAIL END TREATMENT SHT 1 OF 1
11153-4-GSD-0012	ERECTION OF METAL SIGNS ON CREOSOTED POLES SHT1OF 1
11153-4-GSD-0013	POSITIONING OF ROAD SIGNAGE SHT 1 OF 1
11153-4-GSD-0014	TEMPORARY SIGNAGE FOR DETOURSANDCLOSURESHT1OF1
11153-4-GSD-0015	PRECAST PORTAL CULVERT HEAD WALL DETAILS SHT 1 OF 1
11153-4-GSD-0016	SUBSOIL DRAINAGE SYSTEM DETAILS

NOTE:

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

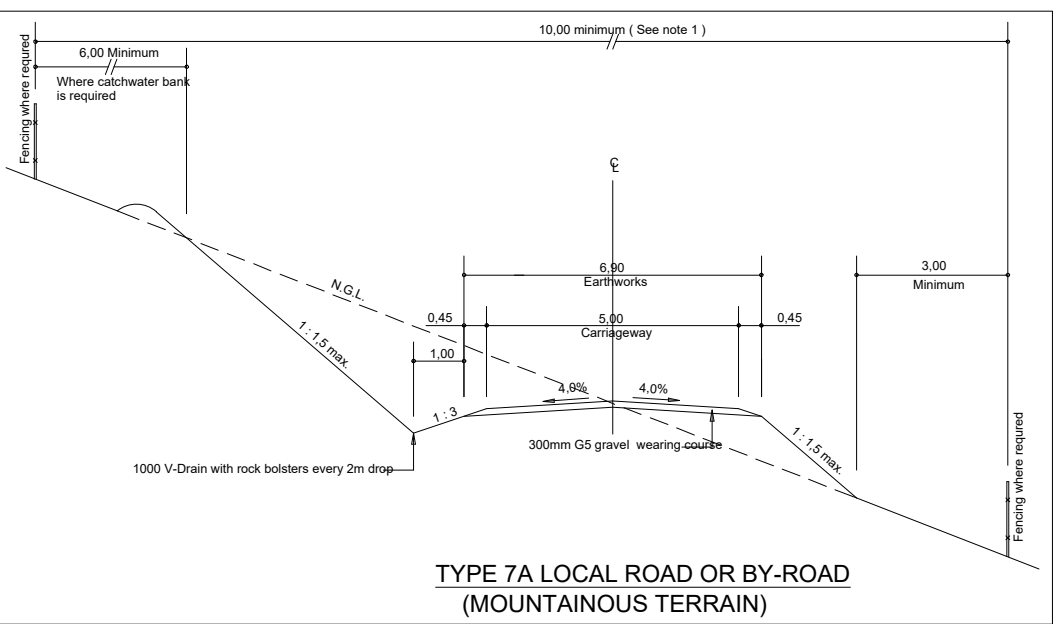
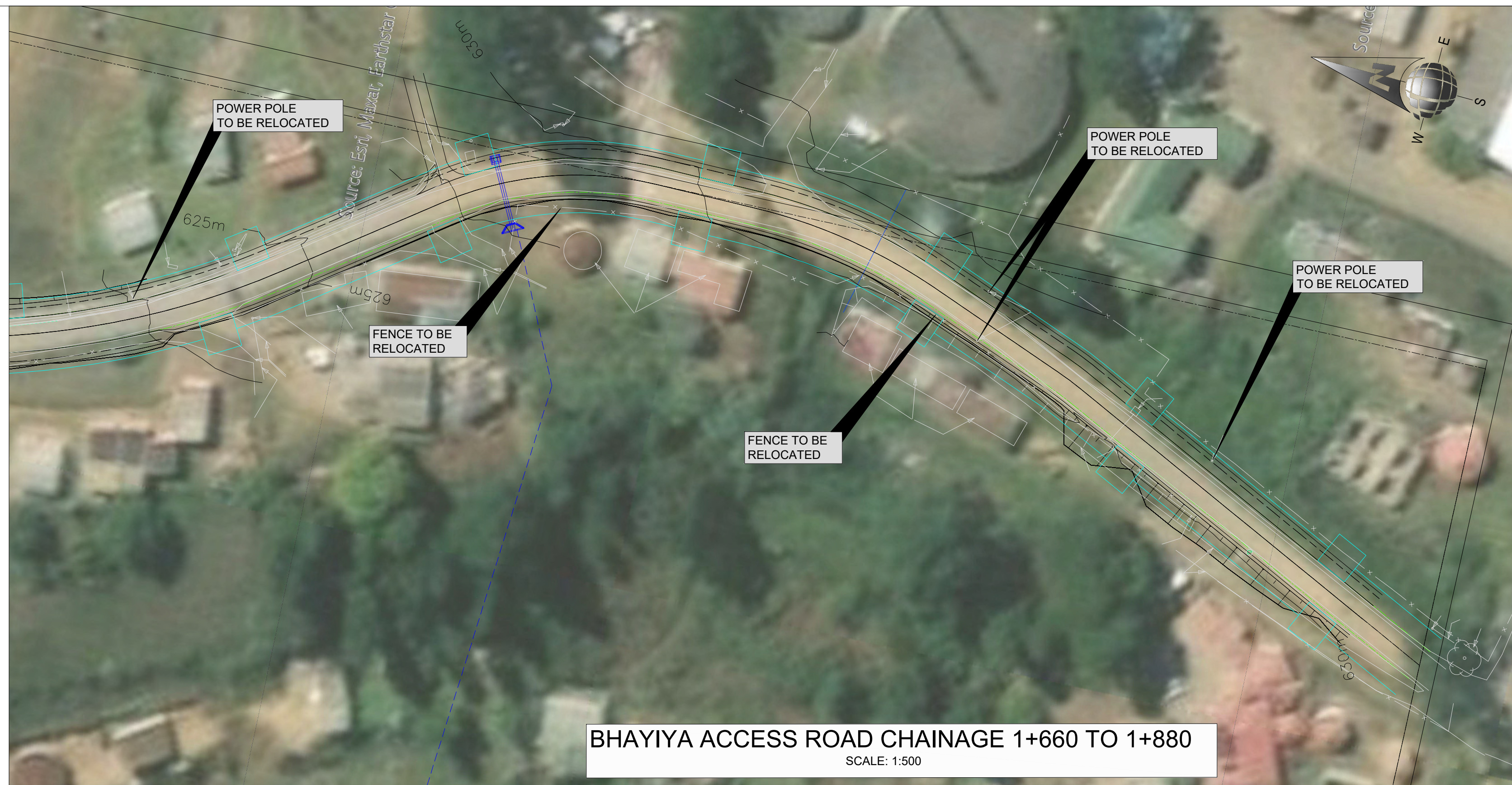
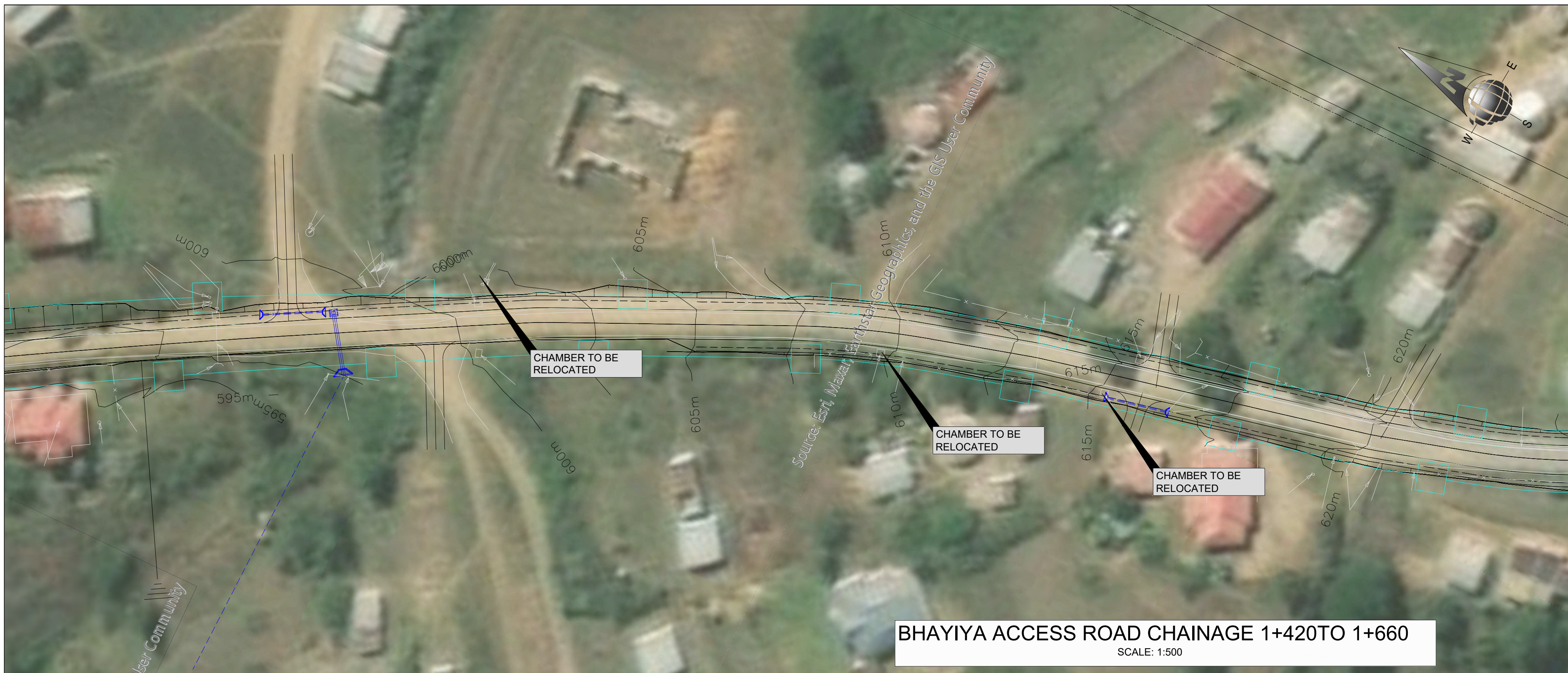
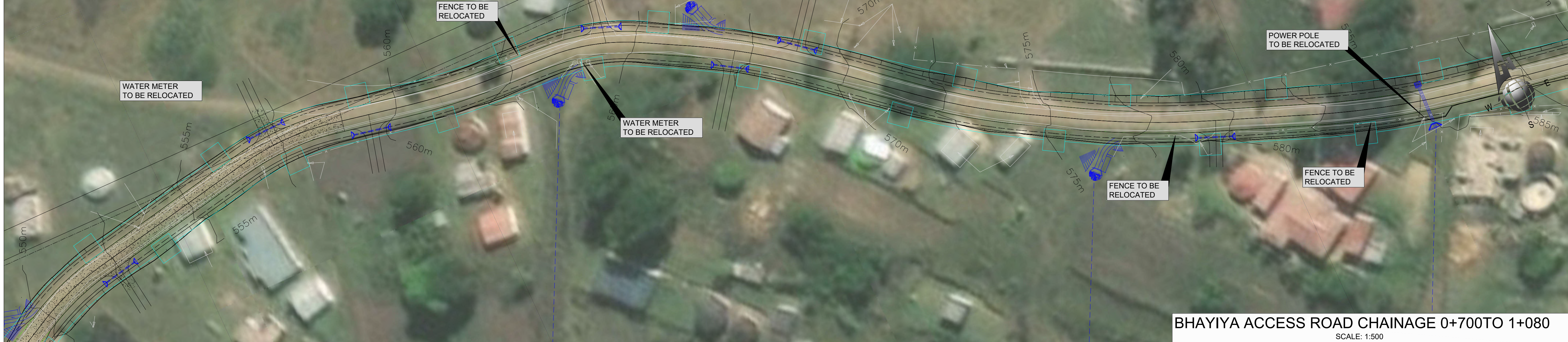
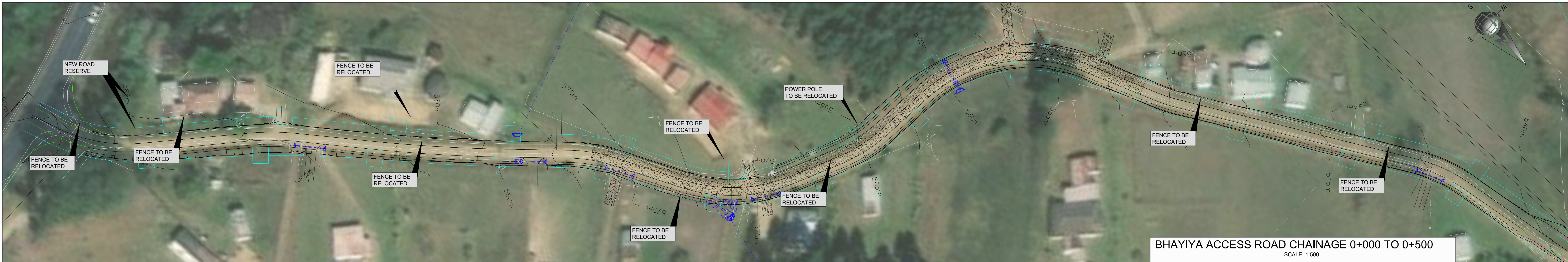
Part C4: Site Information

		<u>Page</u>
C4.1	Geotechnical Report (available on request)	181
C4.2	Draft Environmental Management Programme (available on request)	182

C4.1. Geotechnical Report (available on request)

C4.2. Draft Environmental Management Report (EMPr) (available on request)

DRAWINGS



- LEGEND
- CADASTRAL DATA
 - PROPOSED ROAD RESERVE
 - PROPOSED GUARDRAILS
 - LIMIT OF CONSTRUCTION
 - CONCRETE PIPE CULVERT WITH HEADWALLS
 - SIDE INLETS
 - DRAINAGE CHUTE

CIVIL NOTES:

- ALL WORK TO BE CARRIED OUT IN ACCORDANCE WITH THE RELEVANT SANS 1200 SPECIFICATIONS.
- ALL EXISTING SERVICES TO BE PROVIDED PRIOR TO WORK COMMENCING. ANY EXISTING SERVICE THAT IS DAMAGED BY THE CONTRACTOR AND IS SHOWN ON THE CONSTRUCTION DRAWINGS OR INDICATED TO THE CONTRACTOR ON SITE BY THE TEAM MUST BE REPAIRED BY THE CONTRACTOR AT HIS OWN COST.
- ALL POSITIONS, LEVELS AND TIE IN POINTS ARE TO BE CONFIRMED ON SITE PRIOR TO CONSTRUCTION AND ANY DISCREPANCIES ARE TO BE BROUGHT TO THE ATTENTION OF THE ENGINEER IMMEDIATELY.
- THE START AND END OF CONCRETE SECTIONS ARE TO BE AS DIRECTED BY ENGINEER.
- THE GROUND IMMEDIATELY ADJACENT TO THE BUILDING SHALL SHAPED AWAY FROM THE STRUCTURE BEYOND (MINIMUM 1:200).
- WAYLEAVE APPLICATION TO BE SUBMITTED TO RELEVANT AUTHORITIES FOR APPROVAL OF THE FOLLOWING AFFECTED SERVICES RELOCATION PLAN:
 - WATER
 - SEWER
 - STORM WATER
 - ELECTRICAL
 - TELECOMMUNICATIONS
- 1. BEDDING TO SUIT FLEXIBLE PIPES.
- 2. PIPES TO BE INSTALLED WITH ALL COUPLINGS AND FITTINGS AND TO BE TESTED AND DISINFECTED.
- 3. MINIMUM COVER TO PIPES TO BE 800mm ALONG PLATFORMS AND 1200mm WITHIN ROADWAYS.
- SEWER
 - 1. ALL SEWER PIPES ARE 180 / 200 NOMINAL DIAMETER CLASS 34 HEAVY DUTY UPVC PIPES.
 - 2. ALL SEWER PIPES TO BE LAID ON CLASS B BEDDING.
 - 3. ALL SEWER PIPES TO COMPLY WITH SANS 1601 STANDARDS.
 - 4. CONCRETE ENCASED WITH 150mm 30MPA CONCRETE ALL ROUND TO:
 - SEWER PIPES IN PARKING AREAS/ROAD CROSSING TO BE
 - WHERE COVER OVER PIPES IS LESS THAN 500mm ON ALL LINES

STORMWATER NOTES

- ALL STORMWATER PIPES UP TO 2500 TO BE HEAVY DUTY CLASS 34 UPVC OR SIMILAR APPROVED. LARGER PIPES TO BE CLASS 750 CONCRETE PIPES.
- ALL CONCRETE STORMWATER PIPES UNDER ROADWAY TO BE CLASS 1800.
- MANHOLES AND INLETS ON WALKWAYS AND PAVED AREAS TO BE CONSTRUCTED FLUSH TO FINISH GROUND LEVEL.
- MIN FALL TO BE 1:60.
- GRADES BETWEEN MANHOLES TO BE CONSTANT.
- VORBERS TO HAVE A MINIMUM SLOPE OF 1:200.
- FOR GRADES STEEPER THAN 1:10 ANCHOR BLOCKS MUST BE PROVIDED AT EVERY 8TH JOINT.

4	IPN	ISSUED FOR TENDER	03/03/2025
3	AL	FOR TENDER	11-12-24
2	AL	FOR CLIENT REVIEW	04-12-24
1	AL	FOR INTERNAL REVIEW	28-11-24

REV.	BY	DESCRIPTION	DATE
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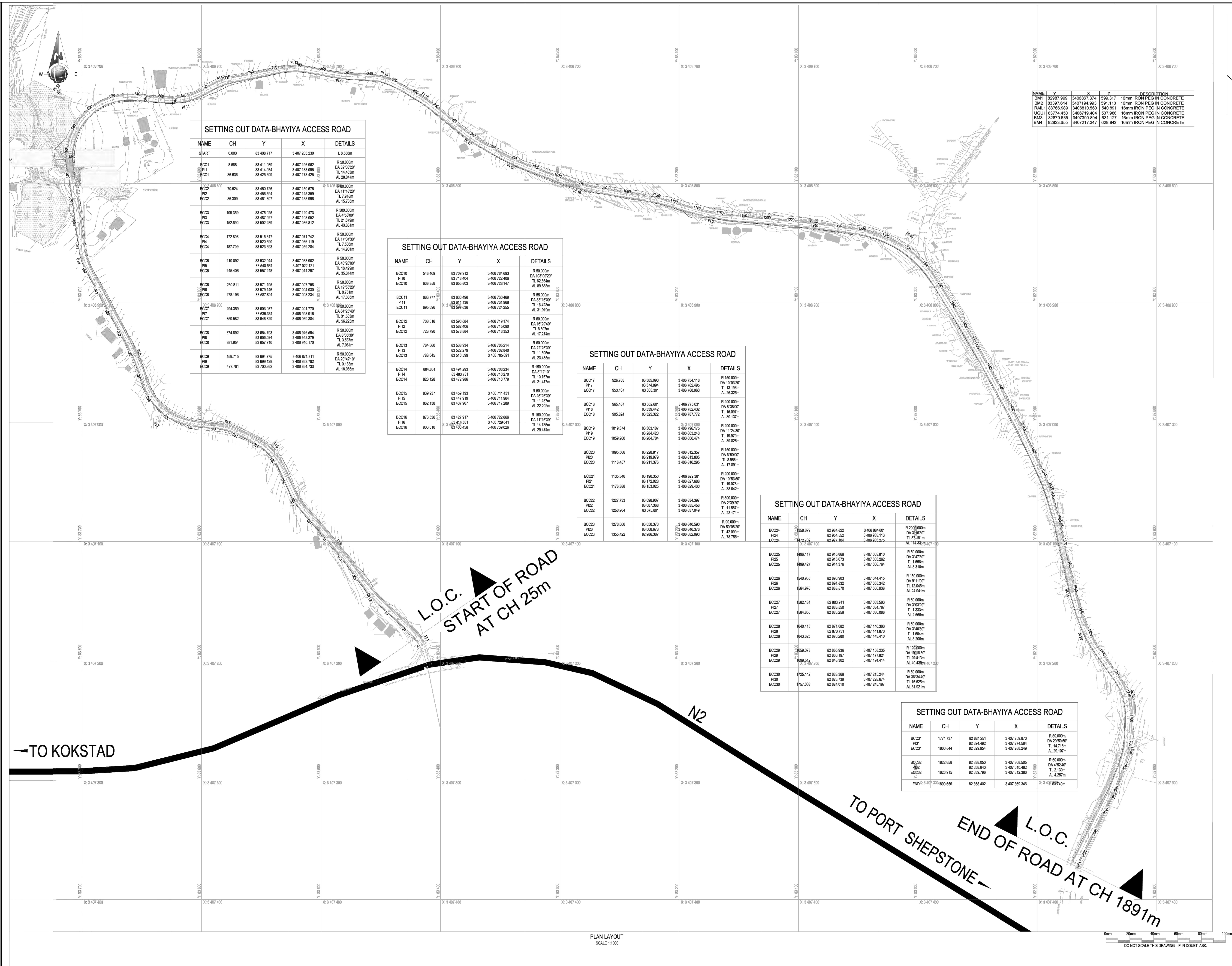


DRAWN	A. LACHMAN	CHECKED	P. NAIIDOO
CIVIL ENGINEER	A. LACHMAN	STRUCTURAL ENGINEER	N/A
ARCHITECT	N/A	PAVEMENTS ENGINEER	C. KROEGER
MECHANICAL ENGINEER	N/A	PROJECT SPONSOR	G. HUGHES
PROJECT MANAGER	A. LACHMAN	DIVISIONAL MANAGER	P. NAIIDOO

BHAIIYA ACCESS ROAD TENDER DRAWING

AFFECTED SERVICES LAYOUT

SCALE	AS SHOWN	DATE	11-12-2024
DRAWING NUMBER	111534-GCS-0001	SIZE	A0
		REVISION	4



SETTING OUT DATA-BHAIYYA ACCESS ROAD				
NAME	CH	Y	X	DETAILS
START	0.000	83 408 717	3 407 205.230	L 8.588m
BCC1	8.588	83 411 039	3 407 198.962	R 50.000m
PI1	36.836	83 414 834	3 407 183.095	DA 32°08'20"
ECC1		83 425 609	3 407 173.425	TL 14.403m
				AL 28.347m
BCC2	70.524	83 450 726	3 407 150 675	R 50.000m
PI2	86.309	83 456 594	3 407 145.389	DA 11°18'20"
ECC2		83 461 307	3 407 138.996	TL 7.916m
				AL 15.765m
BCC3	109.359	83 475 025	3 407 120.473	R 500.000m
PI3	152.690	83 487 927	3 407 103.862	DA 4°59'00"
ECC3		83 502 269	3 407 096.812	TL 21.679m
				AL 43.331m
BCC4	172.808	83 515 617	3 407 071.742	R 50.000m
PI4	187.709	83 520 590	3 407 066.119	DA 17°04'30"
ECC4		83 523 693	3 407 059.294	TL 7.508m
				AL 14.901m
BCC5	210.092	83 532 944	3 407 038.002	R 50.000m
PI5	245.408	83 540 561	3 407 022.121	DA 40°20'00"
ECC5		83 557 248	3 407 014.287	TL 16.429m
				AL 35.314m
BCC6	260.811	83 571 195	3 407 007.758	R 50.000m
PI6	278.196	83 579 146	3 407 004.030	DA 19°52'20"
ECC6		83 587 891	3 407 003.234	TL 8.711m
				AL 17.385m
BCC7	294.359	83 603 987	3 407 001.770	R 50.000m
PI7	350.582	83 635 361	3 406 998.916	DA 64°25'40"
ECC7		83 646 329	3 406 989.384	TL 31.803m
				AL 56.223m
BCC8	374.892	83 654 793	3 406 946.594	R 50.000m
PI8	381.954	83 668 034	3 406 943.279	DA 8°05'30"
ECC8		83 687 710	3 406 940.170	TL 3.537m
				AL 7.001m
BCC9	459.715	83 684 775	3 406 871.811	R 50.000m
PI9		83 698 128	3 406 863.782	DA 20°42'10"
ECC9	477.781	83 700 362	3 406 854.723	TL 9.133m
				AL 18.066m

SETTING OUT DATA-BHAIYYA ACCESS ROAD				
NAME	CH	Y	X	DETAILS
BCC10	548.469	83 728 912	3 406 784.693	R 50.000m
PI10		83 718 404	3 406 722.426	DA 102°00'20"
ECC10	638.358	83 655.803	3 406 726.147	TL 62.864m
				AL 89.868m
BCC11	663.777	83 630.490	3 406 730.469	R 50.000m
ECC11	695.096	83 614.136	3 406 731.966	DA 31°15'00"
		83 599.636	3 406 724.255	TL 16.423m
				AL 31.919m
BCC12	706.516	83 590.084	3 406 718.174	R 60.000m
PI12		83 582.406	3 406 715.090	DA 16°28'40"
ECC12	723.790	83 573.884	3 406 713.353	TL 8.697m
				AL 17.274m
BCC13	764.960	83 533.934	3 406 705.214	R 60.000m
PI13		83 522.279	3 406 702.840	DA 22°25'30"
ECC13	786.045	83 510.569	3 406 705.091	TL 11.895m
				AL 23.486m
BCC14	804.851	83 494.293	3 406 708.234	R 150.000m
PI14		83 483.731	3 406 710.270	DA 8°12'10"
ECC14	826.126	83 472.986	3 406 710.779	TL 10.757m
				AL 21.477m
BCC15	839.837	83 458.153	3 406 711.451	R 50.000m
PI15		83 447.919	3 406 711.694	DA 25°29'30"
ECC15	862.138	83 437.967	3 406 717.289	TL 11.287m
				AL 22.330m
BCC16	873.536	83 427.917	3 406 722.666	R 150.000m
PI16		83 414.891	3 406 729.641	DA 11°15'30"
ECC16	903.010	83 405.458	3 406 738.026	TL 14.785m
				AL 29.474m

SETTING OUT DATA-BHAIYYA ACCESS ROAD				
NAME	CH	Y	X	DETAILS
BCC17	908.783	83 395.090	3 406 754.118	R 150.000m
PI17		83 374.894	3 406 762.486	DA 10°02'20"
ECC17	963.107	83 363.391	3 406 768.963	TL 13.198m
				AL 26.325m
BCC18	965.487	83 352.601	3 406 775.031	R 200.000m
PI18		83 338.442	3 406 782.432	DA 8°30'00"
ECC18	966.624	83 325.322	3 406 787.772	TL 15.097m
				AL 30.137m
BCC19	1019.374	83 303.107	3 406 786.175	R 200.000m
PI19		83 284.420	3 406 803.243	DA 11°24'30"
ECC19	1059.200	83 264.704	3 406 806.474	TL 19.079m
				AL 39.828m
BCC20	1095.566	83 228.817	3 406 812.357	R 150.000m
PI20		83 219.979	3 406 813.805	DA 8°50'00"
ECC20	1113.457	83 211.376	3 406 816.295	TL 6.956m
				AL 17.891m
BCC21	1135.346	83 198.300	3 406 822.381	R 200.000m
PI21		83 172.023	3 406 827.886	DA 10°53'30"
ECC21	1173.388	83 153.025	3 406 829.430	TL 16.078m
				AL 38.042m
BCC22	1227.733	83 098.607	3 406 834.597	R 500.000m
PI22		83 087.368	3 406 835.456	DA 2°39'20"
ECC22	1250.904	83 075.891	3 406 837.049	TL 11.587m
				AL 23.171m
BCC23	1276.666	83 050.373	3 406 840.590	R 90.000m
PI23		83 046.376	3 406 846.376	DA 50°08'20"
ECC23	1355.422	82 996.387	3 406 852.093	TL 42.098m
				AL 78.199m

SETTING OUT DATA-BHAIYYA ACCESS ROAD				
NAME	CH	Y	X	DETAILS
BCC24	1368.379	82 984.822	3 406 884.601	R 200.000m
PI24		82 964.652	3 406 933.113	DA 3°16'30"
ECC24	1472.709	82 927.104	3 406 983.275	TL 52.581m
				AL 114.351m
BCC25	1496.117	82 915.868	3 407 003.810	R 50.000m
PI25		82 915.073	3 407 005.262	DA 3°47'30"
ECC25	1499.427	82 914.376	3 407 006.784	TL 1.656m
				AL 3.313m
BCC26	1540.935	82 896.903	3 407 044.415	R 150.000m
PI26		82 891.832	3 407 055.342	DA 8°11'00"
ECC26	1564.976	82 886.570	3 407 066.558	TL 12.046m
				AL 24.641m
BCC27	1582.184	82 883.911	3 407 083.503	R 50.000m
PI27		82 883.550	3 407 084.787	DA 3°03'20"
ECC27	1584.850	82 883.258	3 407 086.088	TL 1.333m
				AL 2.666m
BCC28	1640.418	82 871.082	3 407 140.306	R 50.000m
PI28		82 870.731	3 407 141.870	DA 3°40'30"
ECC28	1643.625	82 870.280	3 407 143.410	TL 1.696m
				AL 3.206m
BCC29	1659.073	82 865.936	3 407 159.235	R 120.000m
PI29		82 860.197	3 407 177.824	DA 18°19'30"
ECC29	1699.912	82 848.302	3 407 194.414	TL 20.413m
				AL 40.438m
BCC30	1725.142	82 833.368	3 407 215.641	R 50.000m
PI30		82 823.739	3 407 228.674	DA 38°34'40"
ECC30	1757.063	82 824.010	3 407 245.197	TL 16.525m
				AL 31.651m

SETTING OUT DATA-BHAIYYA ACCESS ROAD				
NAME	CH	Y	X	DETAILS
BCC31	1771.737	82 824.251	3 407 258.870	R 60.000m
PI31		82 824.492	3 407 274.584	DA 20°50'00"
ECC31	1800.844	82 829.954	3 407 296.240	TL 14.718m
				AL 28.107m
BCC32	1822.658	82 838.050	3 407 308.505	R 50.000m
PI32		82 838.840	3 407 310.482	DA 15°24'40"
ECC32	1826.915	82 839.796	3 407 312.398	TL 2.130m
				AL 4.257m
END	3 407 300 1890.656	82 868.402	3 407 369.346	X 3 406 687.40m

NAME	Y	X	Z	DESCRIPTION
BM1	82987.999	3406867.374	599.317	16mm IRON PEG IN CONCRETE
BM2	83387.614	3407194.993	591.113	16mm IRON PEG IN CONCRETE
RAIL1	83766.989	3406810.560	540.891	16mm IRON PEG IN CONCRETE
UGU1	83774.450	3406710.404	537.989	16mm IRON PEG IN CONCRETE
BM3	83879.635	3407390.894	631.127	16mm IRON PEG IN CONCRETE
BM4	82823.655	3407217.347	626.842	16mm IRON PEG IN CONCRETE

CIVIL NOTES:

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- ALL POSITIONS, LEVELS AND TIE IN POINTS ARE TO BE CONFIRMED ON SITE PRIOR TO CONSTRUCTION AND ANY DISCREPANCIES ARE TO BE BROUGHT TO THE ATTENTION OF THE ENGINEER IMMEDIATELY.
- THE GROUND IMMEDIATELY ADJACENT TO THE BUILDING SHALL SHAPED AWAY FROM THE STRUCTURE BEYOND (MINIMUM 1:200).
- WAYLEAVE APPLICATION TO BE SUBMITTED TO RELEVANT AUTHORITIES FOR APPROVAL OF THE FOLLOWING AFFECTED SERVICES RELOCATION PLAN:
 - WATER
 - SEWER
 - STORM WATER
 - ELECTRICAL
 - TELECOMMUNICATIONS
- BEDDING TO SUIT FLEXIBLE PIPES.
- PIPES TO BE INSTALLED WITH ALL COUPLINGS AND FITTINGS AND TO BE TESTED AND DISINFECTED.
- MINIMUM COVER TO PIPES TO BE 800mm ALONG PLATFORMS AND 1200mm WITHIN ROADWAYS.
- SEWER:
 - ALL SEWER PIPES ARE 100 / 200 NOMINAL DIAMETER CLASS 34 HEAVY DUTY UPVC PIPES.
 - ALL SEWER PIPES TO BE LAID ON CLASS B BEDDING.
 - ALL SEWER PIPES TO COMPLY WITH SANS 1601 STANDARDS.
 - CONCRETE ENCASED WITH 150mm 30MPA CONCRETE ALL ROUND TO BE.
 - SEWER PIPES IN PARKING AREAS/ROAD CROSSING TO BE.
 - WHERE COVER OVER PIPES IS LESS THAN 500mm ON ALL LINES.

STORMWATER NOTES

- ALL STORMWATER PIPES UP TO 2500 TO BE HEAVY DUTY CLASS 34 UPVC OR SIMILAR APPROVED. LARGER PIPES TO BE CLASS 750 CONCRETE PIPES.
- ALL CONCRETE STORMWATER PIPES UNDER ROADWAY TO BE CLASS 1000.
- MANHOLES AND INLETS ON WALKWAYS AND PAVED AREAS TO BE CONSTRUCTED FLUSH TO FINISH GROUND LEVEL.
- MIN FALL TO BE 1:50.
- GRADES BETWEEN MANHOLES TO BE CONSTANT.
- ROADS TO HAVE A MINIMUM SLOPE OF 1:200.
- FOR GRADES STEEPER THAN 1:10 ANCHOR BLOCKS MUST BE PROVIDED AT EVERY 8TH JOINT.

REV	BY	DESCRIPTION	DATE
4	PN	ISSUED FOR TENDER	03-03-25
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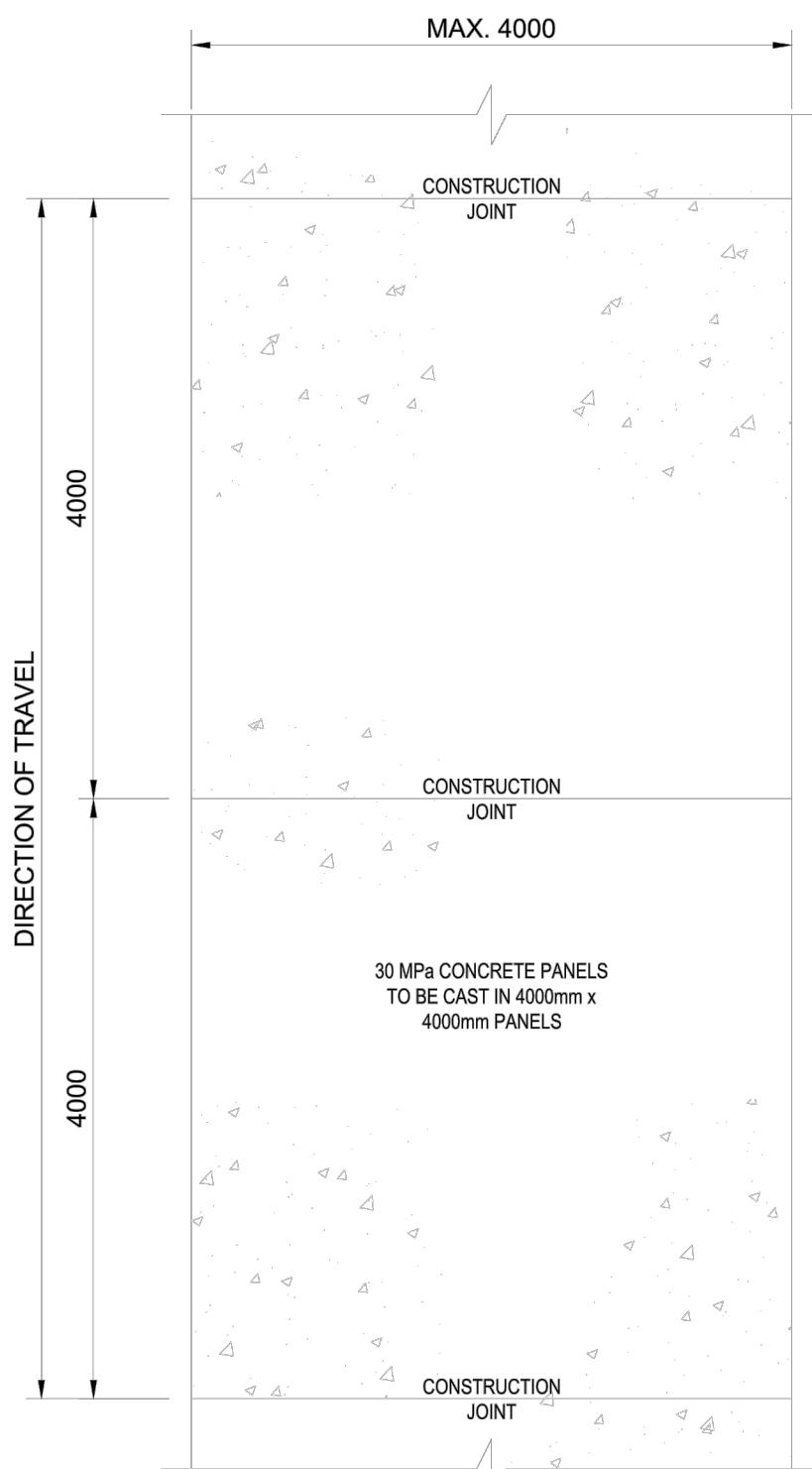
TEL: +27 (0)31 535 6000
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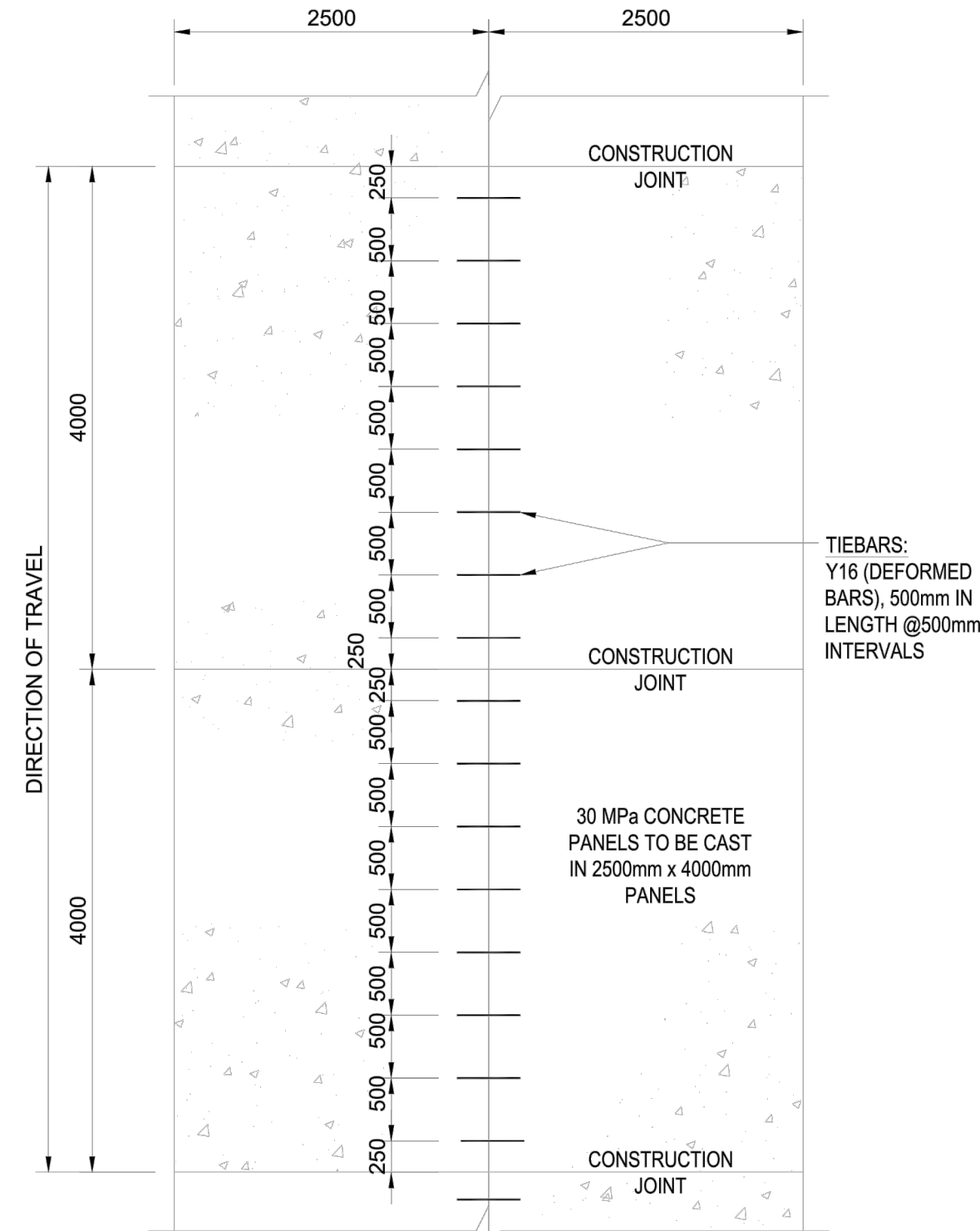
DRAWN	A LACHMAN	CHECKED	P.NAIDOO
CIVIL ENGINEER	A LACHMAN	STRUCTURAL ENGINEER	N/A
ARCHITECT	N/A	PAVEMENTS ENGINEER	C.KROEGER
MECHANICAL ENGINEER	N/A	PROJECT SPONSOR	G.HUGHES
PROJECT MANAGER	A LACHMAN	DIVISIONAL MANAGER	P. NAIDOO

BHAIYYA ACCESS ROAD
OVERALL LAYOUT PLAN AND SETTING OUT DATA

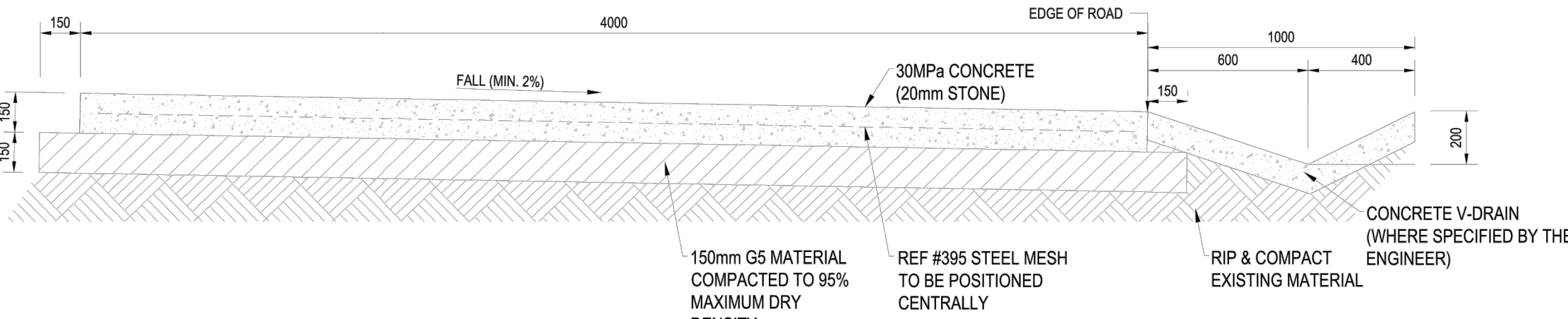
SCALE	AS SHOWN	DATE	11-12-2024
DRAWING NUMBER	11153-4-GGL-0001	SIZE	A0
REVISION		REVISION	4



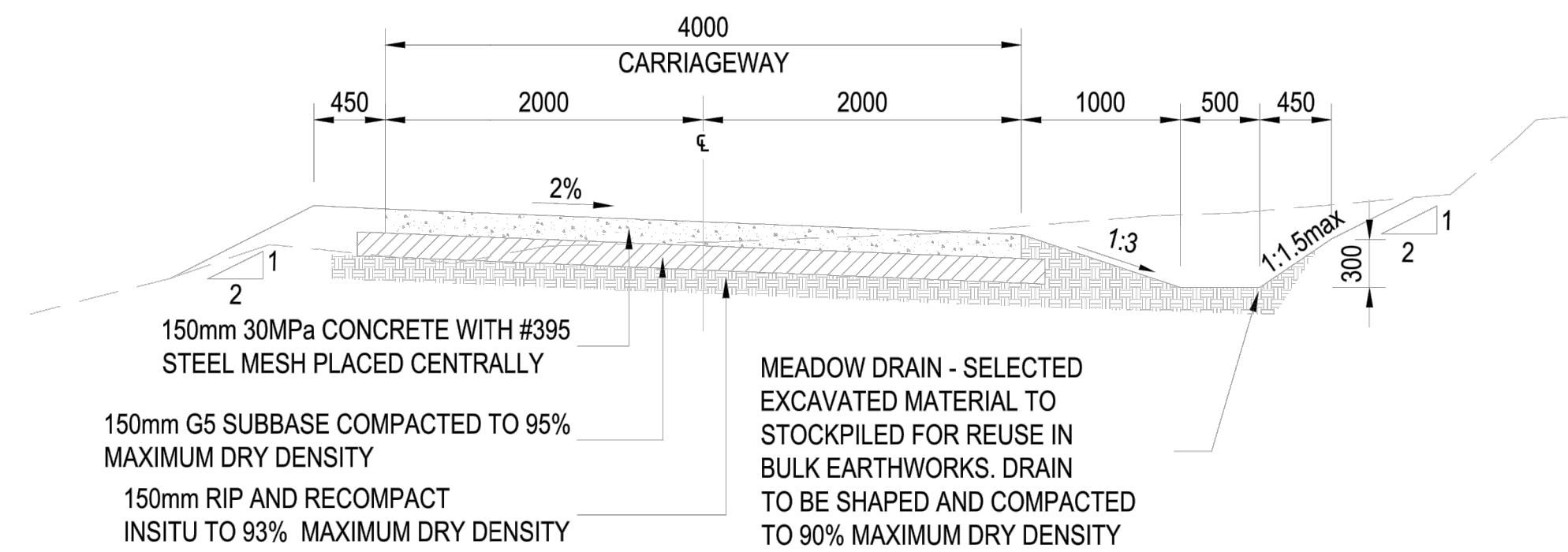
CONCRETE PANEL LAYOUT (TYPE 1)
SCALE 1:50



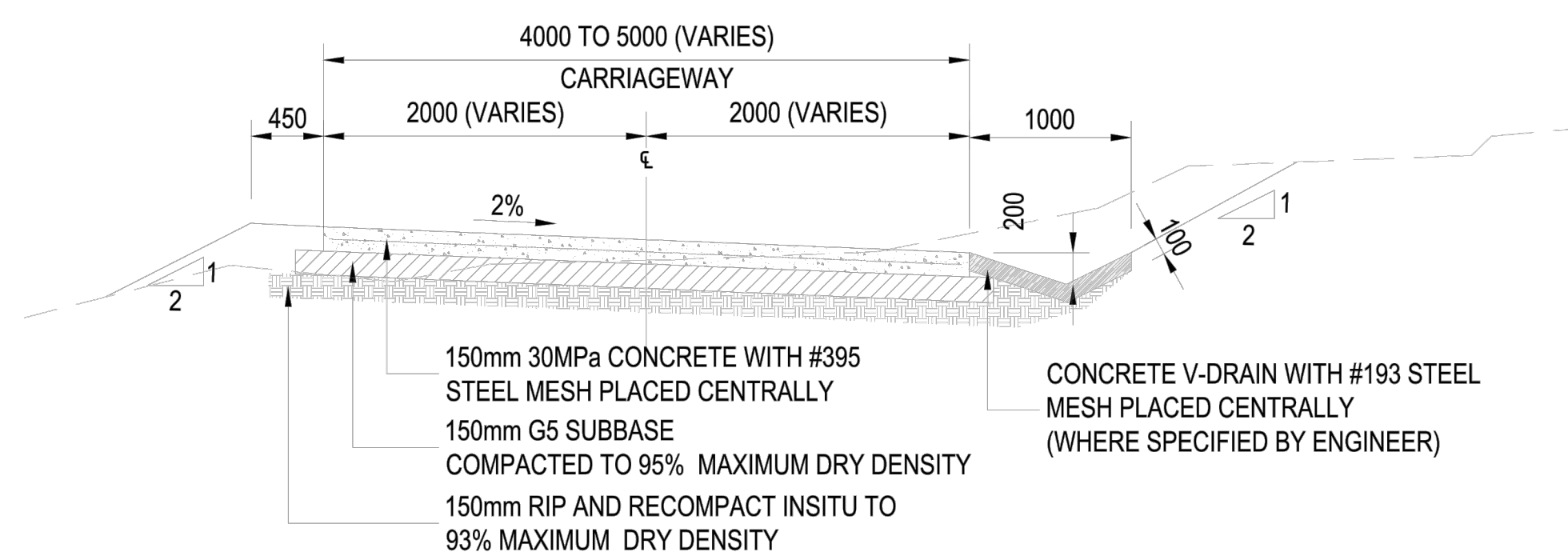
CONCRETE PANEL LAYOUT (TYPE 2)
WHERE INSTRUCTED BY ENGINEER
SCALE 1:50



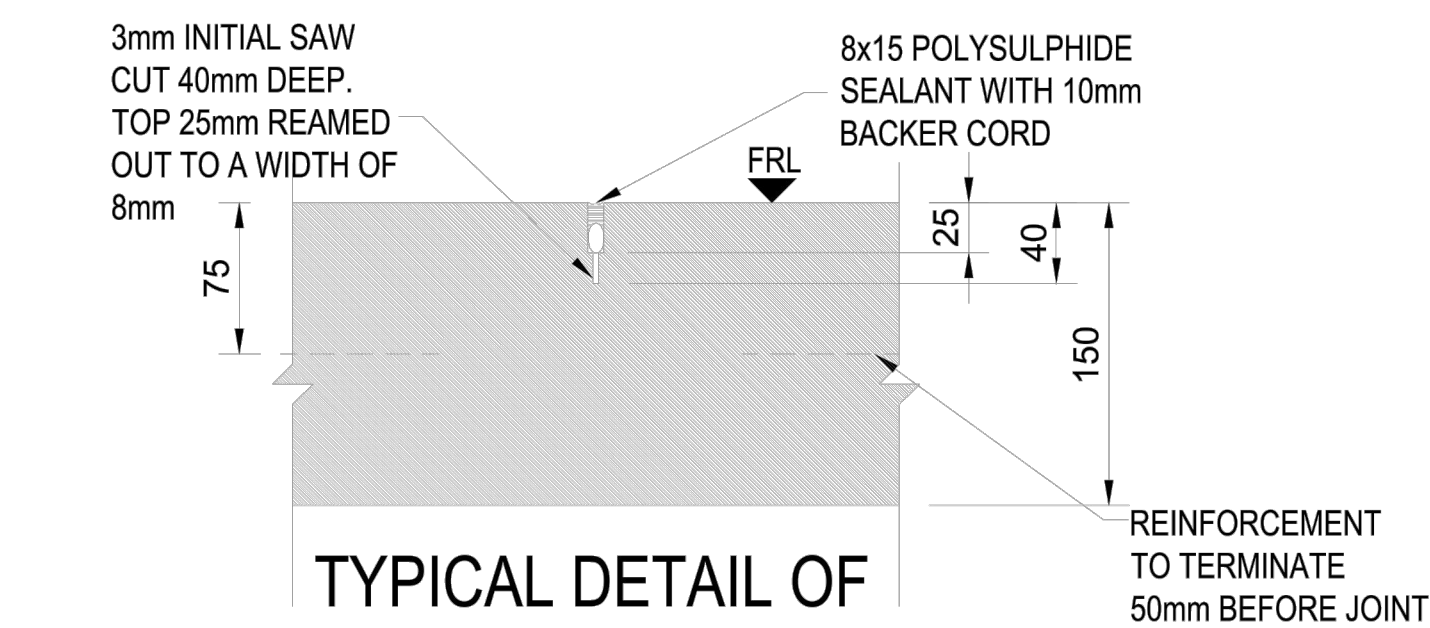
TYPICAL CROSS SECTION FOR CONCRETE ROAD
SCALE 1:20



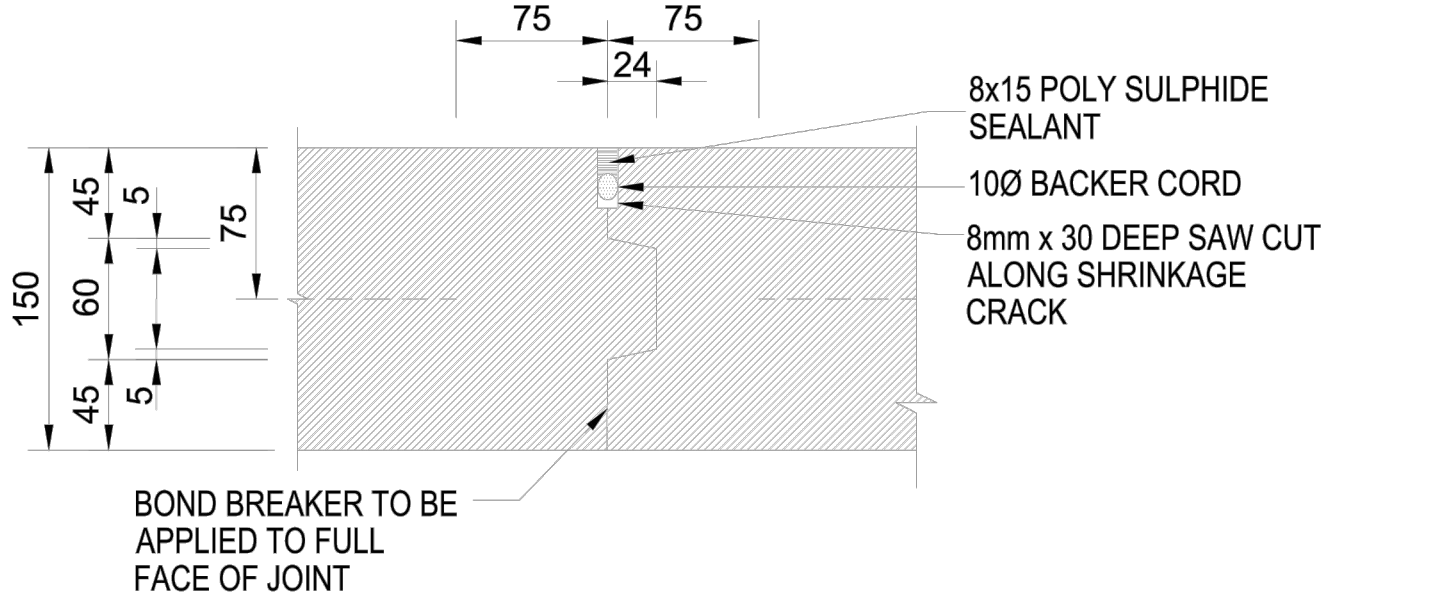
TYPICAL ROAD CROSS SECTION
(PAVED CONCRETE WITH MEADOW DRAIN
WHERE INSTRUCTED BY THE ENGINEER)
SCALE 1:50



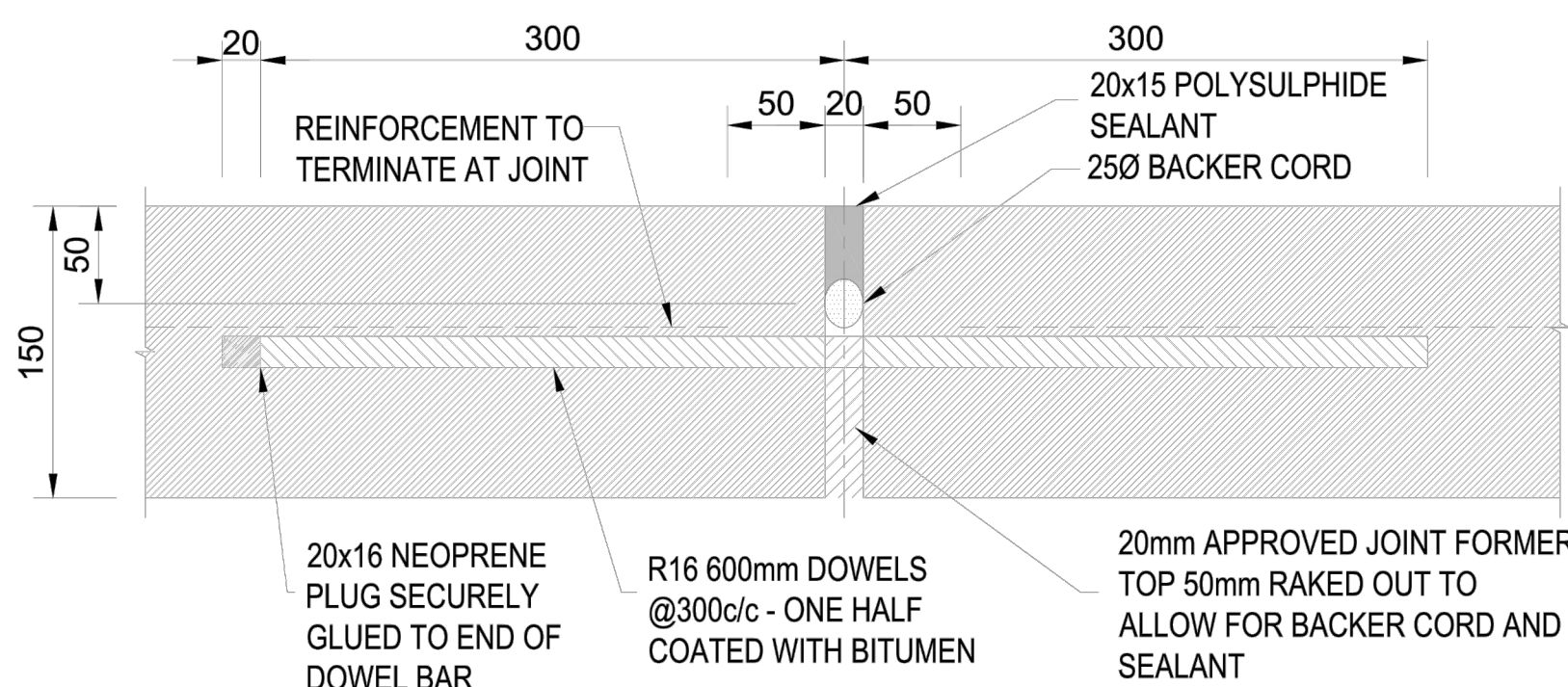
TYPICAL ROAD CROSS SECTION
(PAVED CONCRETE WITH CONCRETE DRAIN)
SCALE 1:50



TYPICAL DETAIL OF
SAW CUT JOINTS (SJ) TO BE UTILISED
WHERE INSTRUCTED BY THE ENGINEER
SCALE 1:5



CONSTRUCTION JOINT DETAIL (C.J.)
SCALE 1:5



EXPANSION JOINT DETAIL (E.J.)
SCALE 1:5

CONCRETE PAVEMENT NOTES

- 1 THE CONCRETE PAVEMENT SHALL BE CONSTRUCTED USING 30MPa OF CONCRETE STRENGTH UNLESS INSTRUCTED BY AN ENGINEER.
- 2 PANELS COMMENCING AT THE LOWEST POINT AND PROCEED UP THE SLOPE/GRADIENT.
- 3 PANEL ANCHORS ARE LOCATED AT ALTERNATE PANELS.
- 4 EXCAVATION FOR PANEL ANCHORS TO BE THROUGH THE COMPACTED GRAVEL LAYER.
- 5 CONSTRUCTION JOINTS TO BE KEYED (BUT NOT DOWELED) AS DETAILED.
- 6 LONGITUDINAL JOINTS TO DOWELED. TIEBARS SHOULD BE Y16 (DEFORMED BARS), 500mm IN LENGTH @ 500mm INTERVALS. KEY THE SURFACE SHOULD BE ROUGHENED WITH A LIGHT PASS OF A STIFF BRISTLED BROOM APPLIED TRANSVERSELY ACROSS THE WIDTH OF THE ROAD TO CREATE STRIATIONS OF ABOUT 1.5mm TO 3.0mm IN DEPTH.
- 7 EXPANSION JOINTS TO BE CONSTRUCTED AT 32m CENTERS.
- 8 ALL EXPOSED CONCRETE EDGES TO BE CHAMFERED 20x20mm.

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 - SEWER
 - STORM WATER
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 - TELECOMMUNICATIONS
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 - 2. ALL SEWER PIPES TO BE LAID ON CLASS B BEDDING STANDARDS.
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- MIN FALL TO BE 1:50.
- GRADES BETWEEN MANHOLES TO BE CONSTANT.
- V-DRAINS TO HAVE A MINIMUM SLOPE OF 1:200.
- FOR GRADES STEEPER THAN 1:10 ANCHOR BLOCKS MUST BE PROVIDED AT EVERY 8TH JOINT.

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1	AL	FOR INTERNAL REVIEW	26/11/24
REV	BY	DESCRIPTION	DATE

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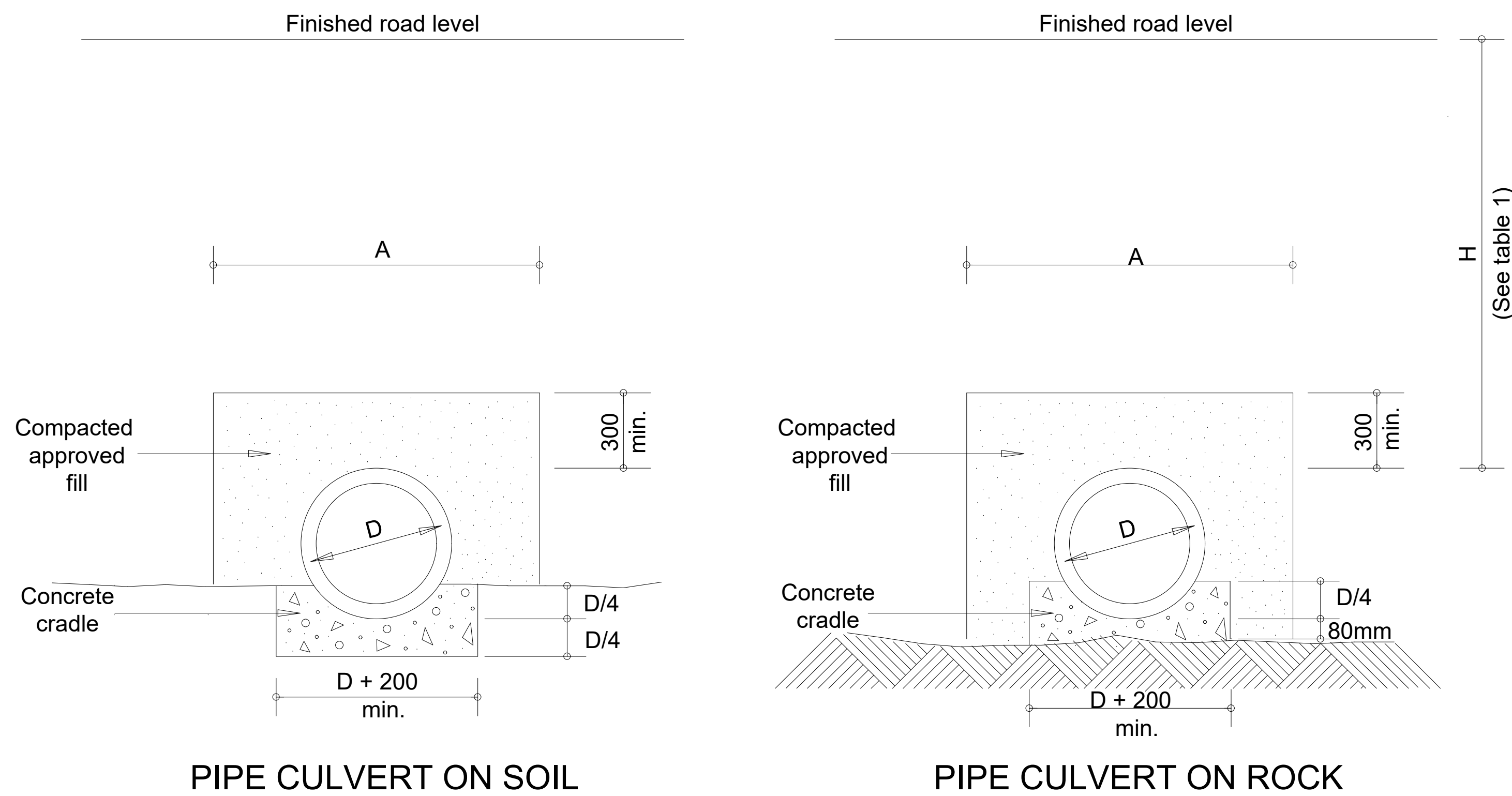


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CIVIL ENGINEER	A. LACHMAN	STRUCTURAL ENGINEER	N/A
ARCHITECT	N/A	PAVEMENTS ENGINEER	C. KROEGER
MECHANICAL ENGINEER	N/A	PROJECT SPONSOR	G. HUGHES
PROJECT MANAGER	A. LACHMAN	DIVISIONAL MANAGER	P. NADDOO

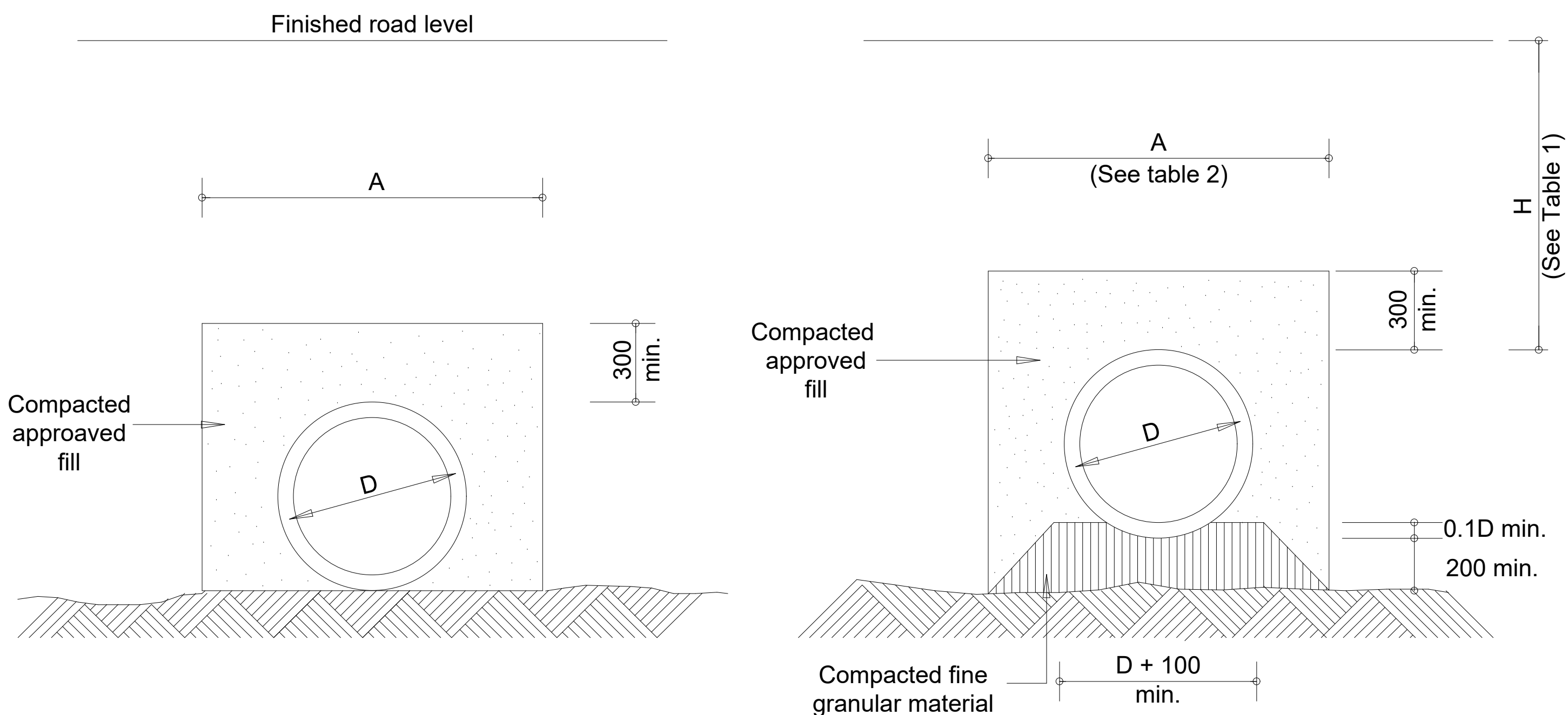
BHAIYIYA ACCESS ROAD TENDER DRAWING

TYPICAL CROSS SECTION AND PAVEMENT DETAILS

SCALE	AS SHOWN	DATE	11-12-2024
DRAWING NUMBER	11153-4-GGL-0002	SIZE	A0
		REVISION	4



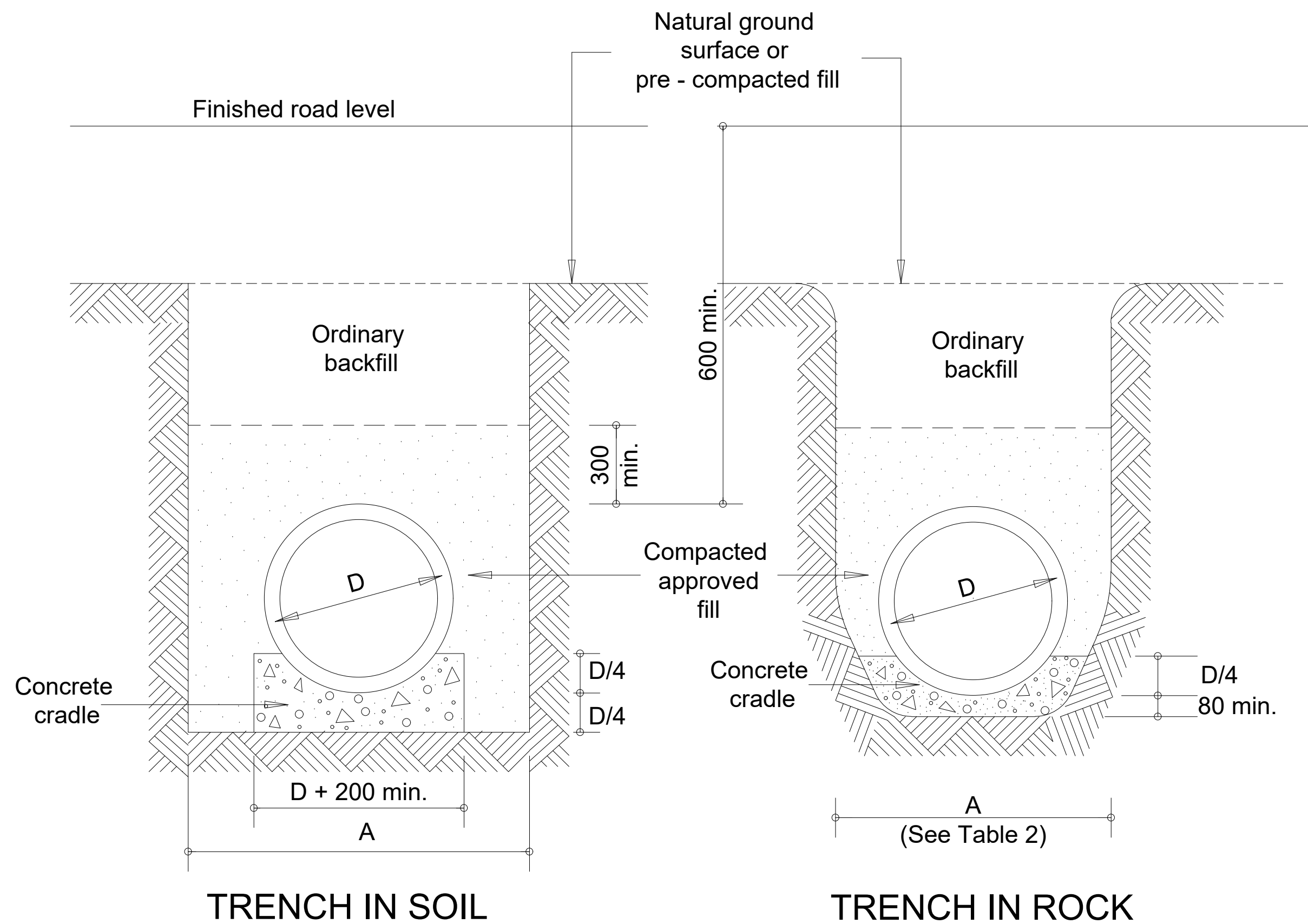
CLASS A BEDDING
(EMBANKMENT CONDITION)



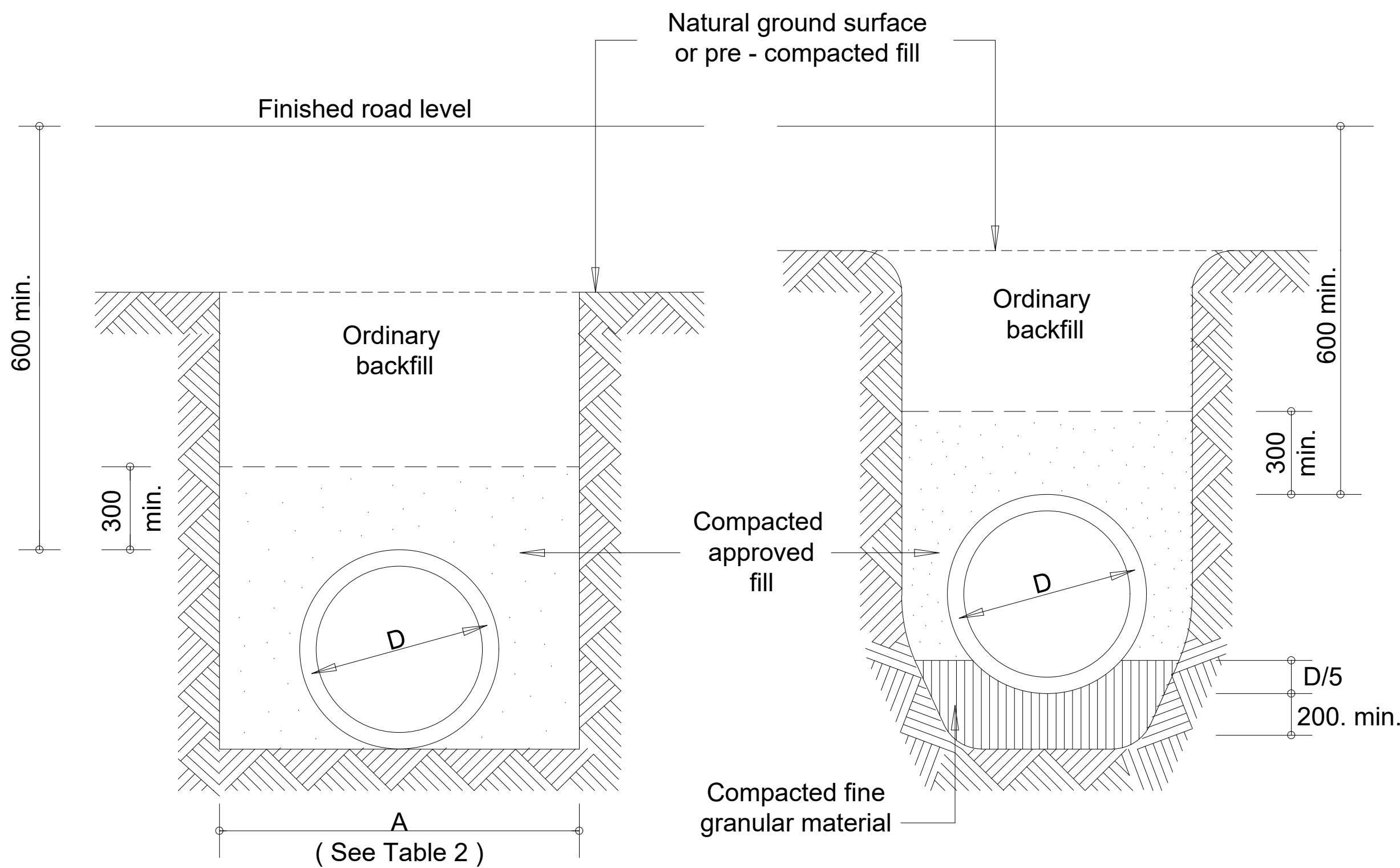
CLASS C BEDDING
(EMBANKMENT CONDITION)

'D' Load	Permissible Maximum Height (H) of Fill in metres	
	Class A Bedding	Class C Bedding
25 D	3.0	1.5
50 D	6.0	3.0
75 D	9.0	4.5
100 D	12.0	6.0
125 D	15.0	7.5
150 D	18.0	9.0
200 D	24.0	12.0

TABLE 1



CLASS A BEDDING
(TRENCH CONDITION)



CLASS C BEDDING
(TRENCH CONDITION)

Trench width		
Normal Pipe Diameter (D) (mm)	Recommended Dimension (A)(mm)	Maximum Trench Width (mm)
450	1100	1100
600	1300	1300
750	1500	1500
900	1600	1700
1050	1800	2200
1200	2000	2400

TABLE 2

NOTES:

- When possible pipes shall be laid by first constructing the required compacted fill to allow a pipe trench to be excavated into it, thereby satisfying requirements for negative projecting pipeline. The recommended trench widths are listed in Table 2. The maximum trench widths apply to deep trenches where shoring is required.
- All pipes shall comply with SABS 667-1986, "Standard specifications for concrete non-pressure pipes", and shall be installed in accordance with SABS 0102-1987, "Code of practice for design and installation of precast concrete pipes."
- Joints shall either be spigot and socket with rubber ring, ogee with rubber collar or modified ogee with rubber ring seal.
- In selecting the type and class of pipe it is generally preferable to use the stronger class of pipe with a class C bedding rather than the lower strength pipe with a class A bedding.
- Actual internal diameter of heavy duty pipes are to be checked against waterway requirements.
- For fill heights exceeding 10m or pipeline length exceeding 40m a minimum nominal pipe diameter of 900mm is recommended.
- Construction joints in concrete cradle to coincide with pipe joints. All insitu concrete shall be 15MPa
- The following minimum nominal pipe diameters shall apply :
450mm for minor access roads and bellmouths.
600mm for other roads.
- The minimum cover over any pipe culvert shall be 600mm. In exceptional cases pipes may be encased in concrete and the cover reduced to 200mm.
- All pipe lifting holes must be plugged to the satisfaction of the Engineer.
- Pipes to be laid to a minimum grade of 2%.

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MOUNT EDGECLIMBE
DURBAN
SOUTH AFRICA, 4302

TEL: +27 (0)11 535 8000
FAX: +27 (0)11 535 8010
E-MAIL: mail@boschprojects.co.za
website: www.boschprojects.co.za

DRAWN	A. LACHMAN	CHECKED	P. NAIDOO
CIVIL ENGINEER	A. LACHMAN	STRUCTURAL ENGINEER	N/A
ARCHITECT	N/A	PAVEMENTS ENGINEER	C. KROEGER
MECHANICAL ENGINEER	N/A	PROJECT SPONSOR	G. HUGHES
PROJECT MANAGER	A. LACHMAN	DIVISIONAL MANAGER	P. NAIDOO

BHAIYIYA ACCESS ROAD TENDER DRAWING
CONCRETE PIPE CULVERT BEDDING DETAILS

SCALE	AS SHOWN	DATE	11-12-2024
DRAWING NUMBER	111534-GSD-0002	SIZE	A0
		REVISION	4



- [illegible]

Nominal Diameter	Dimensions						
	A	B	C	D	E	F	G
450	750	150	940	1 160	2 080	1 160	
600	900	150	1 170	1 380	2 640	1 380	
750	1 050	150	1 400	1 600	3 210	1 600	
900	1 200	230	1 640	1 830	3 780	1 830	
1 050	1 350	230	1 870	2 050	4 350	2 050	
1 200	1 500	230	2 100	2 270	4 910	2 270	



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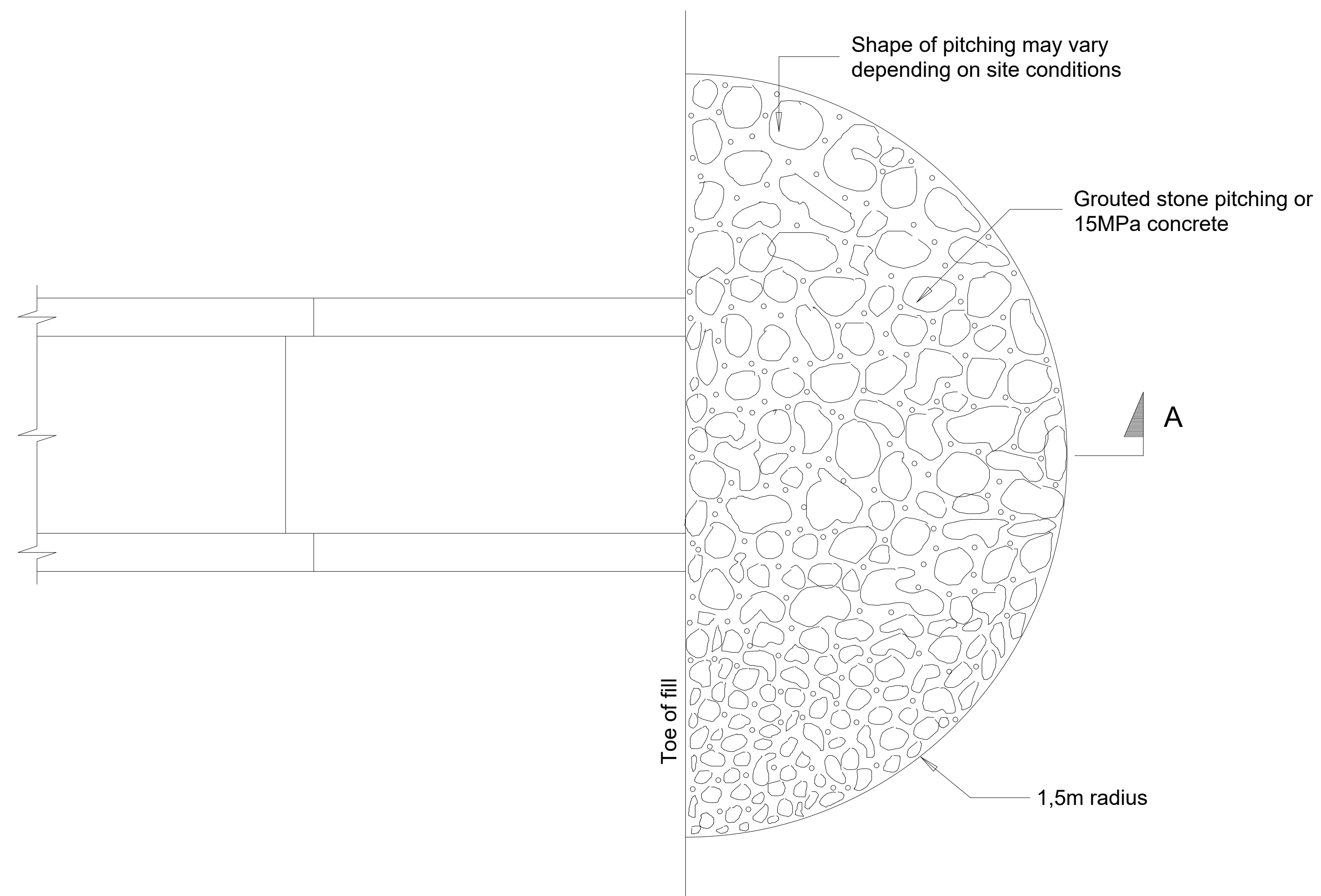
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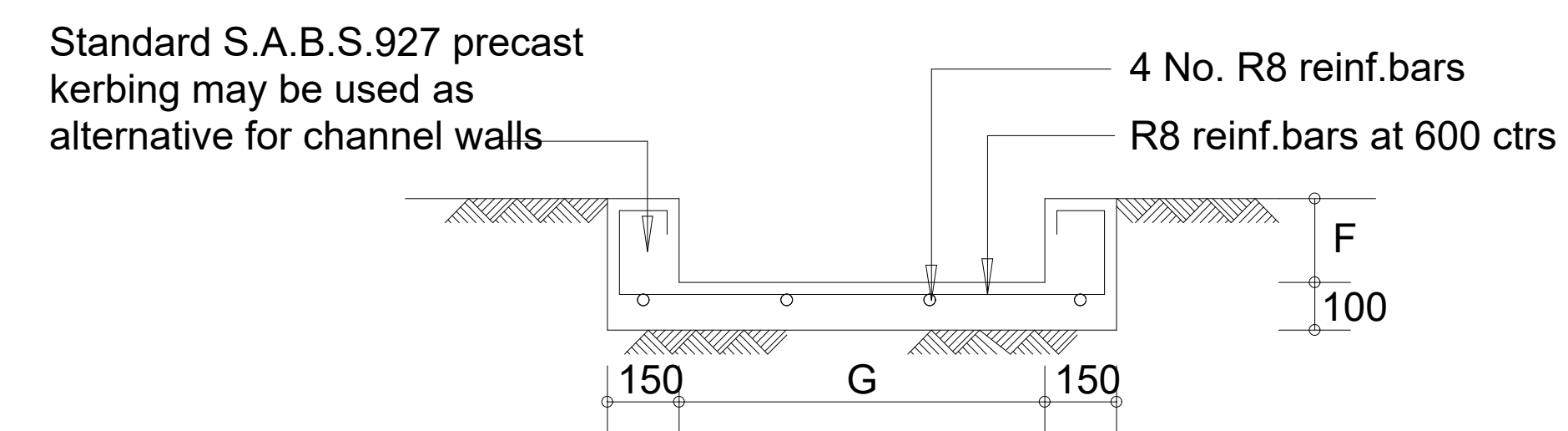
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ARCHITECT	N/A	PAVEMENTS ENGINEER	C. KROEGER
MECHANICAL ENGINEER	N/A	PROJECT SPONSOR	G. HUGHES
PROJECT MANAGER	A. LACHMAN	DIVISIONAL MANAGER	P. NADDOO

CONCRETE PIPE CULVERT HEADWALL DETAILS

SCALE AS SHOWN	DATE 11-12-2024	
DRAWING NUMBER 11153-4-GSD-0003	SIZE A0	REVISION 4

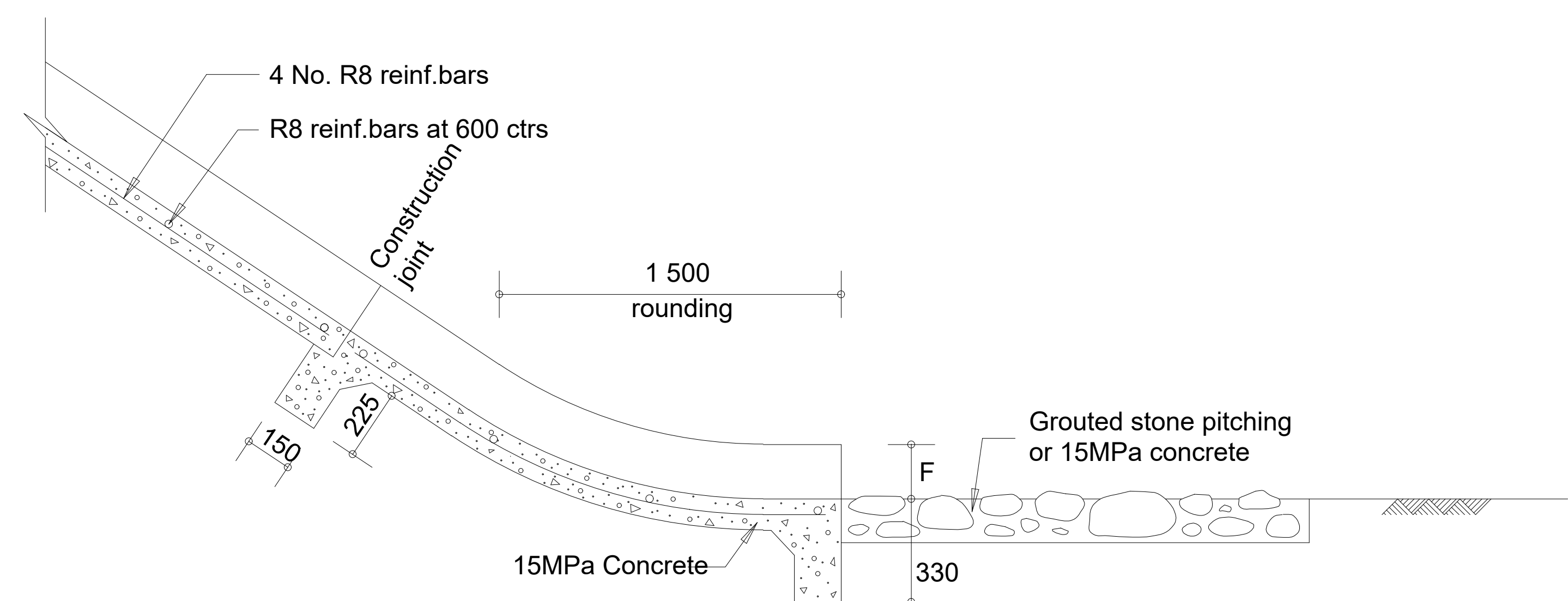


PLAN



SECTION B-B

1 : 25



SECTION A-A

1 : 25

CHUTES

Dimensions in mm			
Overall Widths	1 065	1 220	1 365
Matched Pipe Size	600	750	900
Floor Slab Thickness	100	100	100
Wall Thickness	150	150	150
Wall Height 'F'	150	175	200
Internal Width 'G'	765	920	1 065

CHUTES

Dimensions in mm			
Overall Widths	1 065	1 220	1 365
Matched Pipe Size	600	750	900
Floor Slab Thickness	100	100	100
Wall Thickness	150	150	150
Wall Height 'F'	150	175	200
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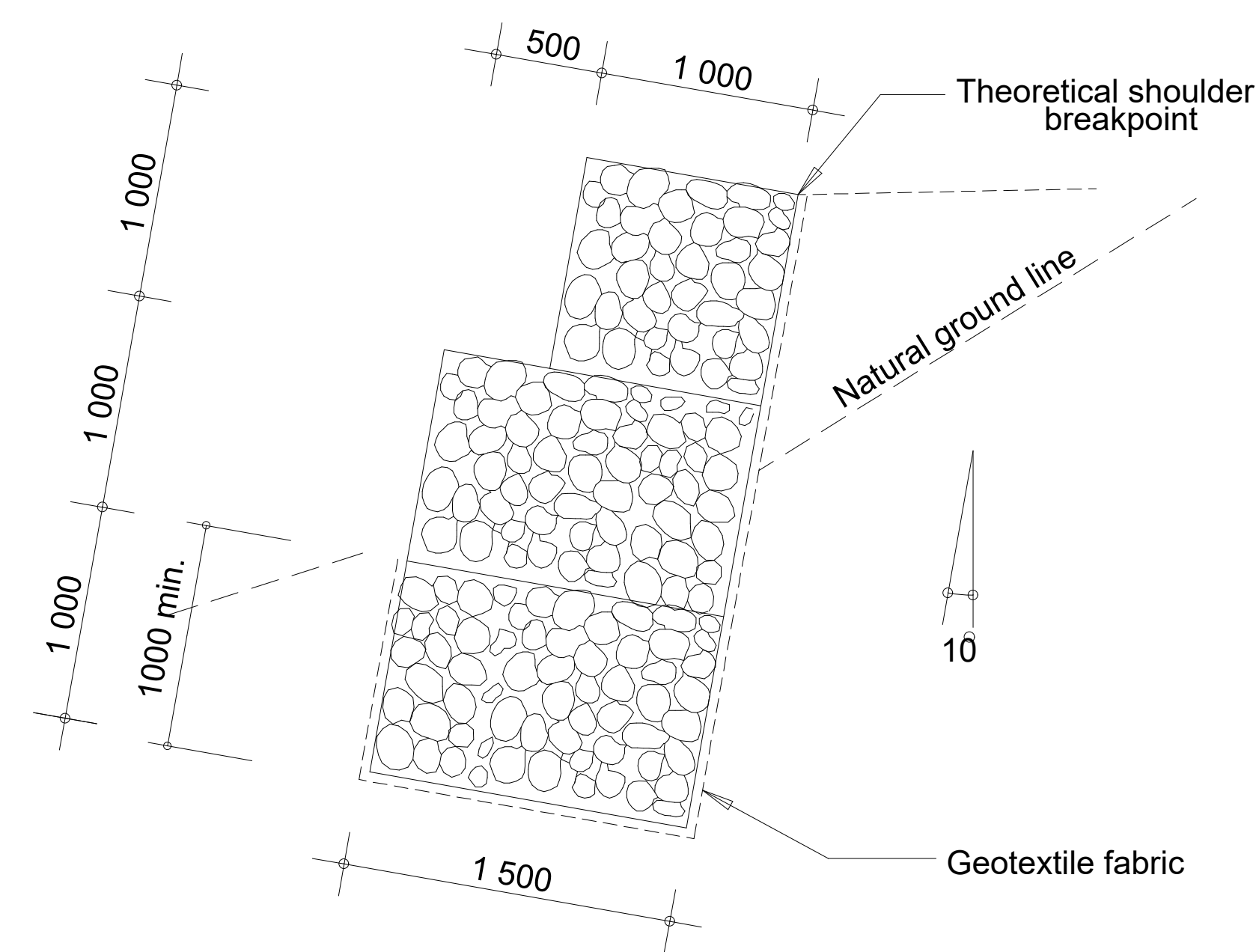


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PROJECT MANAGER	A. LACHMAN	DIVISIONAL MANAGER	P. NAIDOO

BHAIIYA ACCESS ROAD OPTION 3

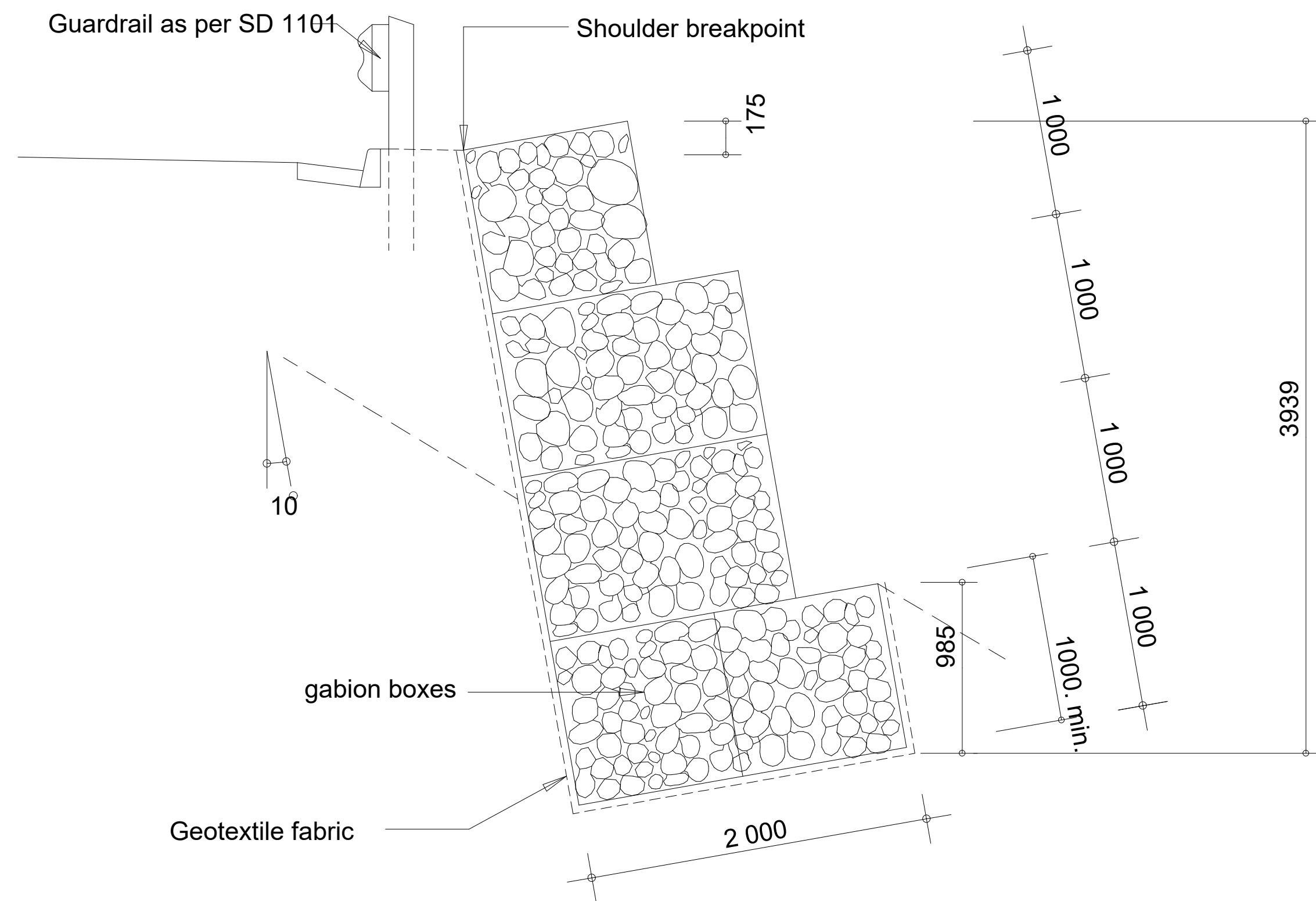
PIPE TO OPEN CHUTE DETAIL DETAIL DESIGN

SCALE AS SHOWN	DATE 11-12-2024	
DRAWING NUMBER 11153-4-GSD-0005	SIZE A0	REVISION 4



3m GABION RETAINING WALL

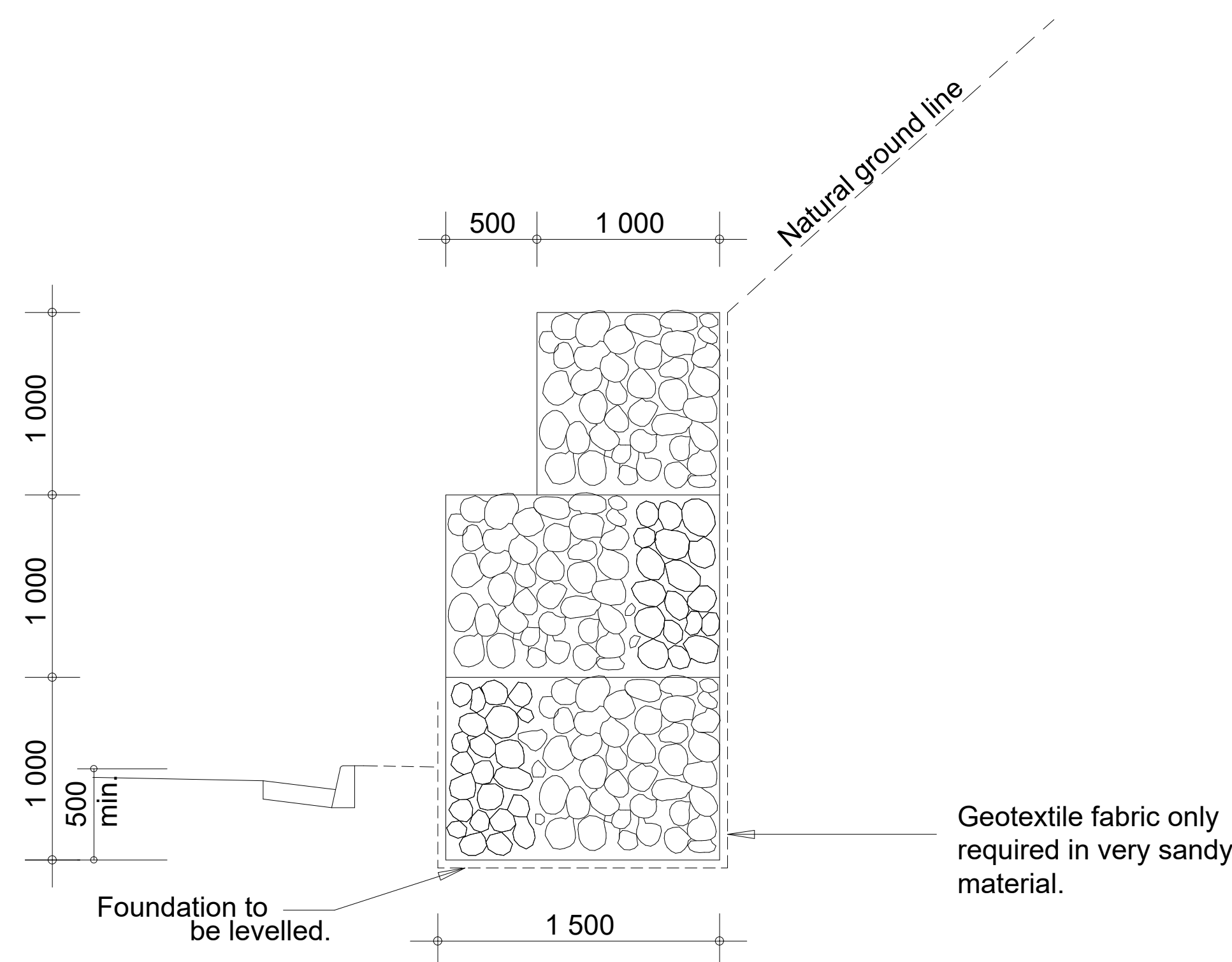
Scale 1 : 50



4m GABION RETAINING WALL

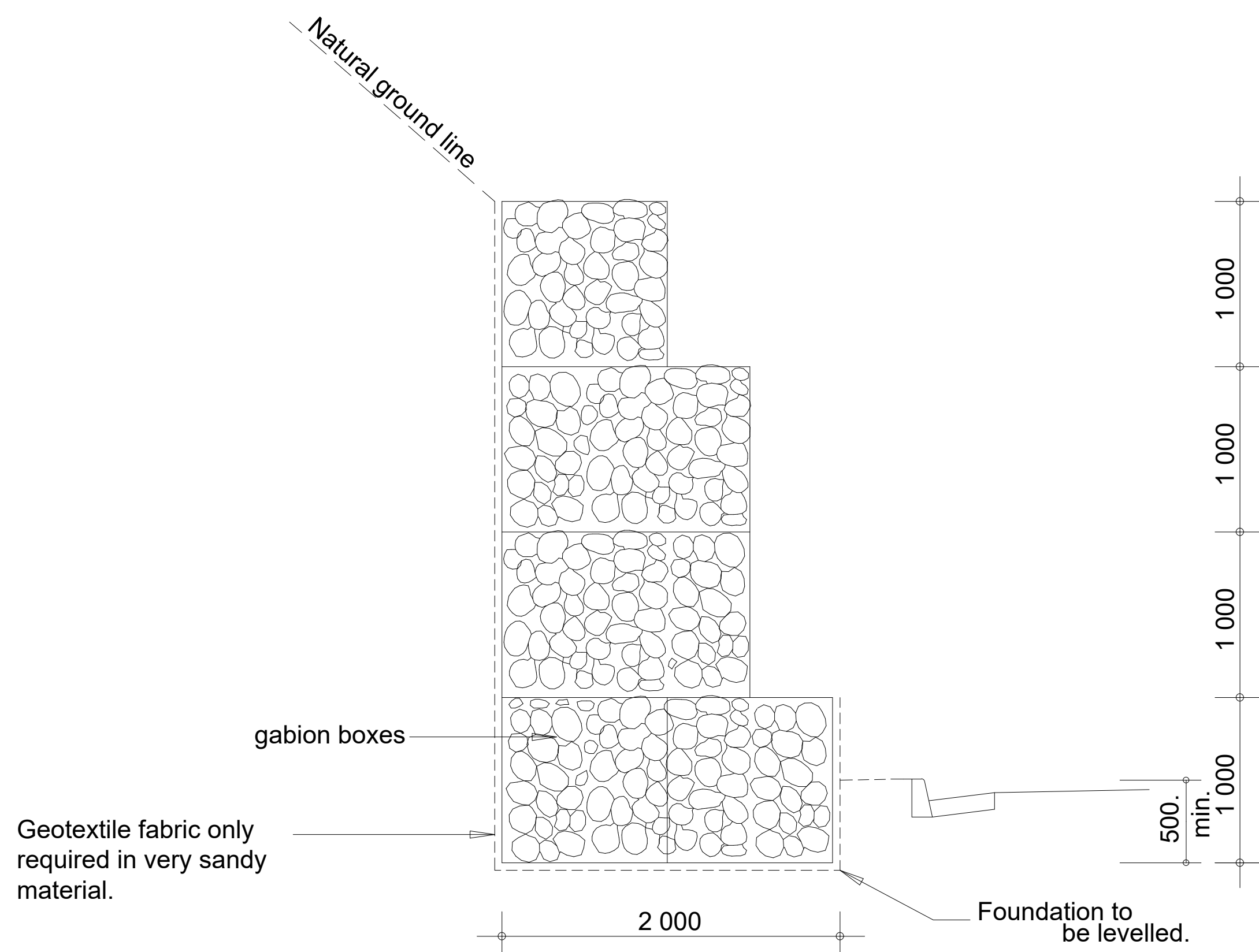
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FILL CONDITION



3m GABION RETAINING WALL

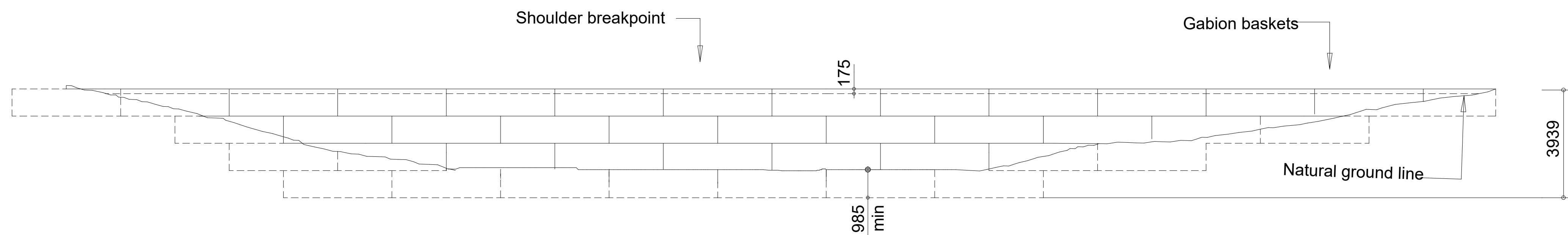
Scale 1 : 50



4m GABION RETAINING WALL

Scale 1 : 50

CUT CONDITION



TYPICAL SIDE ELEVATION IN FILL CONDITION (4,0m WALL)

NOTES:

1. The gabion design shown is typical. Each application of gabion boxes shall be designed by the planning or bridge Engineer to suit the specific conditions prevailing.
2. Foundations to be stepped and prepared as instructed by the Engineer.
3. Geotextile fabric to be grade C or similar as instructed by the Engineer.
4. All wire used in the making of gabions shall be galvanised in accordance with the provisions S.A.B.S. 1580:1993 for Class A heavy galvanised mild-steel wire.
5. The standard sizes of gabions are as follows :
Length : 1,0m , 2,0m , 3,0m & 4,0m
Width : 1,0m 1,5m.
Depth : 0,5m & 1,0m
Diaphragm spacing : 1,0m
6. Lacing and bracing to be done in accordance with manufactures recommendations.

Depth of gabion (m)		Nominal mesh dimensions (mm)		Nominal wire diameter (mm)	
Exceeding	Not exceeding	Cross dimension b	Long dimension l	Mesh wire	Selvedge
		Tolerances: -2 +5	Tolerances: ±25		
-	0,3	80	100	2,5	3,0
0,3	1,0	80	100	2,7	3,4

(As per SABS 1580 / 1993)

Depth of cage (m)	Rock size according to the largest dimension of rock	
	Minimum (mm)	Maximum (mm)
0,2	100	125
0,3	100	200
0,5	100	250
1,0	100	250

Nominal diameter of wire mm		Minimum mass of zinc coating per unit area (g/m ²)
Exceeding	Not exceeding	
2,40	2,50	260
2,51	3,50	275
3,51	5,00	290

(As per SABS 1580 / 1993)

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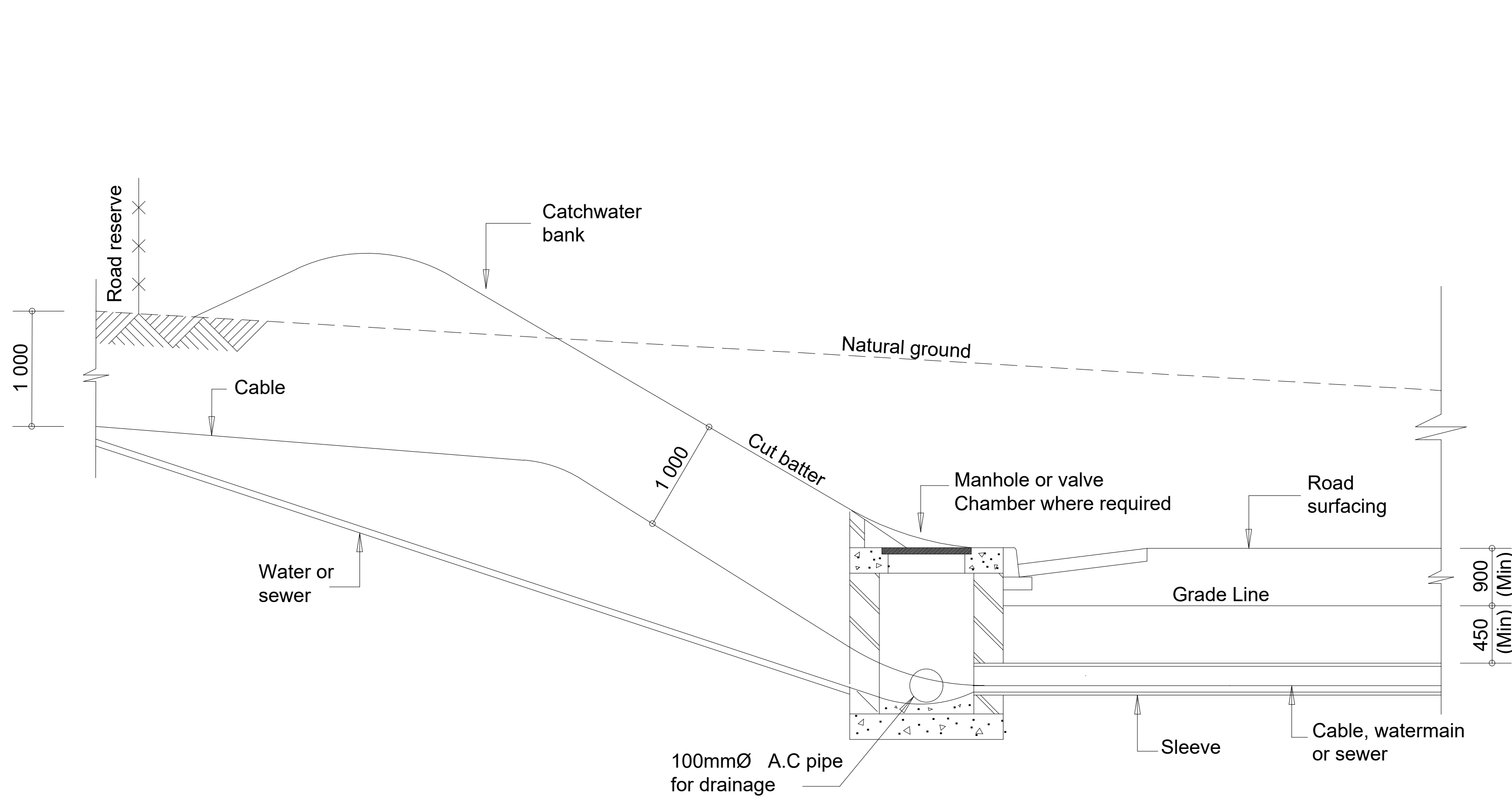
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MECHANICAL ENGINEER	N/A	PROJECT SPONSOR	G. HUGHES
PROJECT MANAGER	A. LACHMAN	DIVISIONAL MANAGER	P. NAIKOO

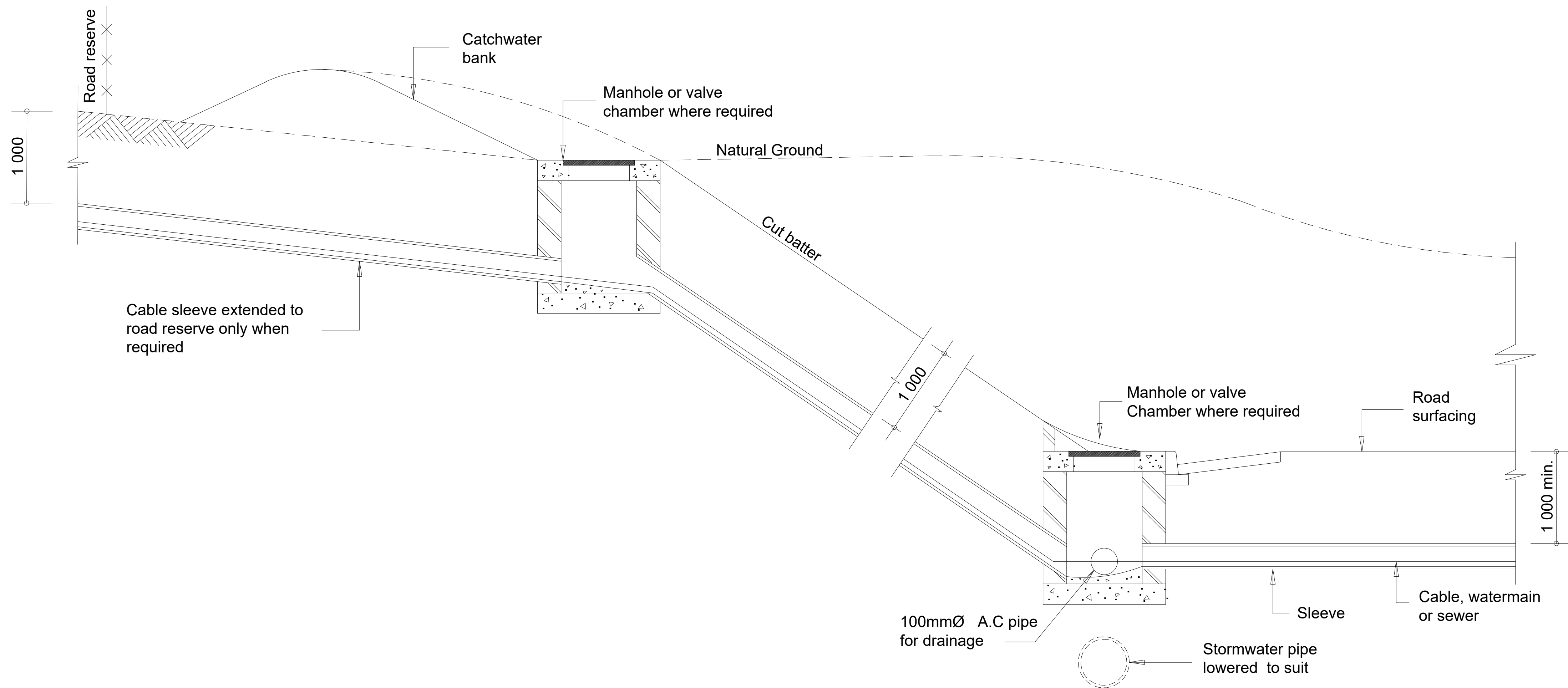
BHAIYIYA ACCESS ROAD OPTION 3

GABION RETAINING WALL
DETAIL DESIGN

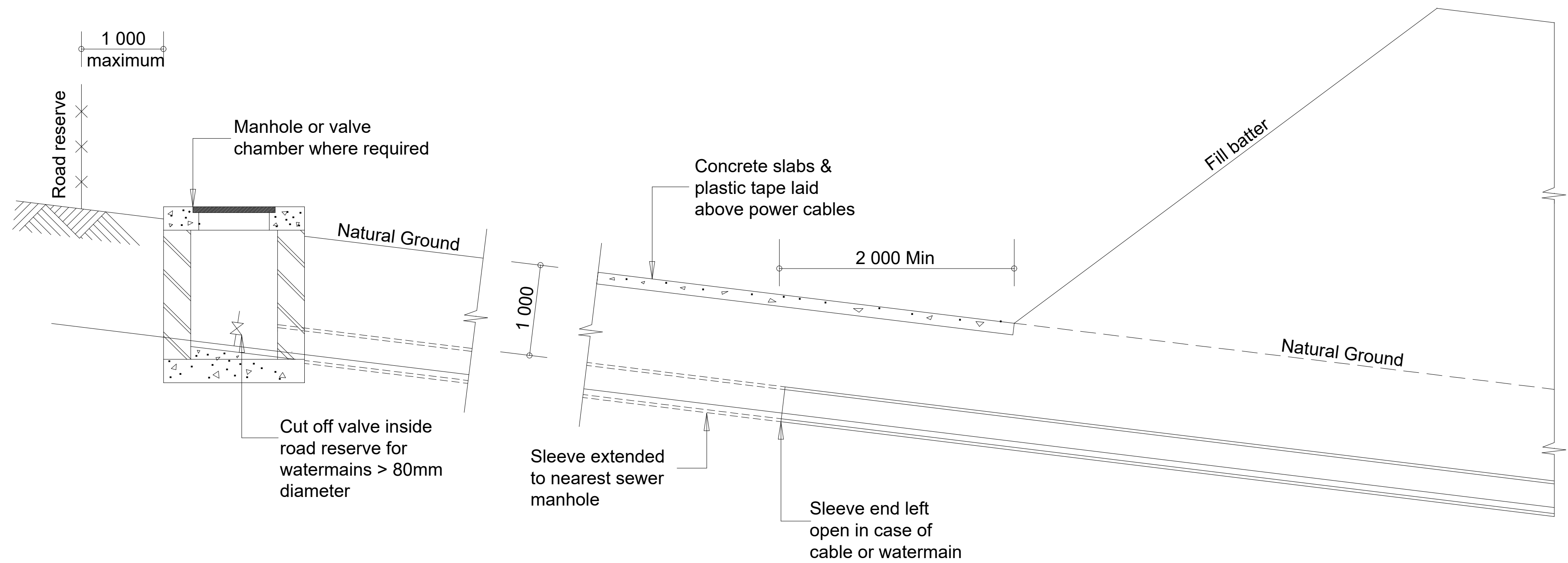
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DRAWING NUMBER	111534-GSD-0006	SIZE	A0
		REVISION	4



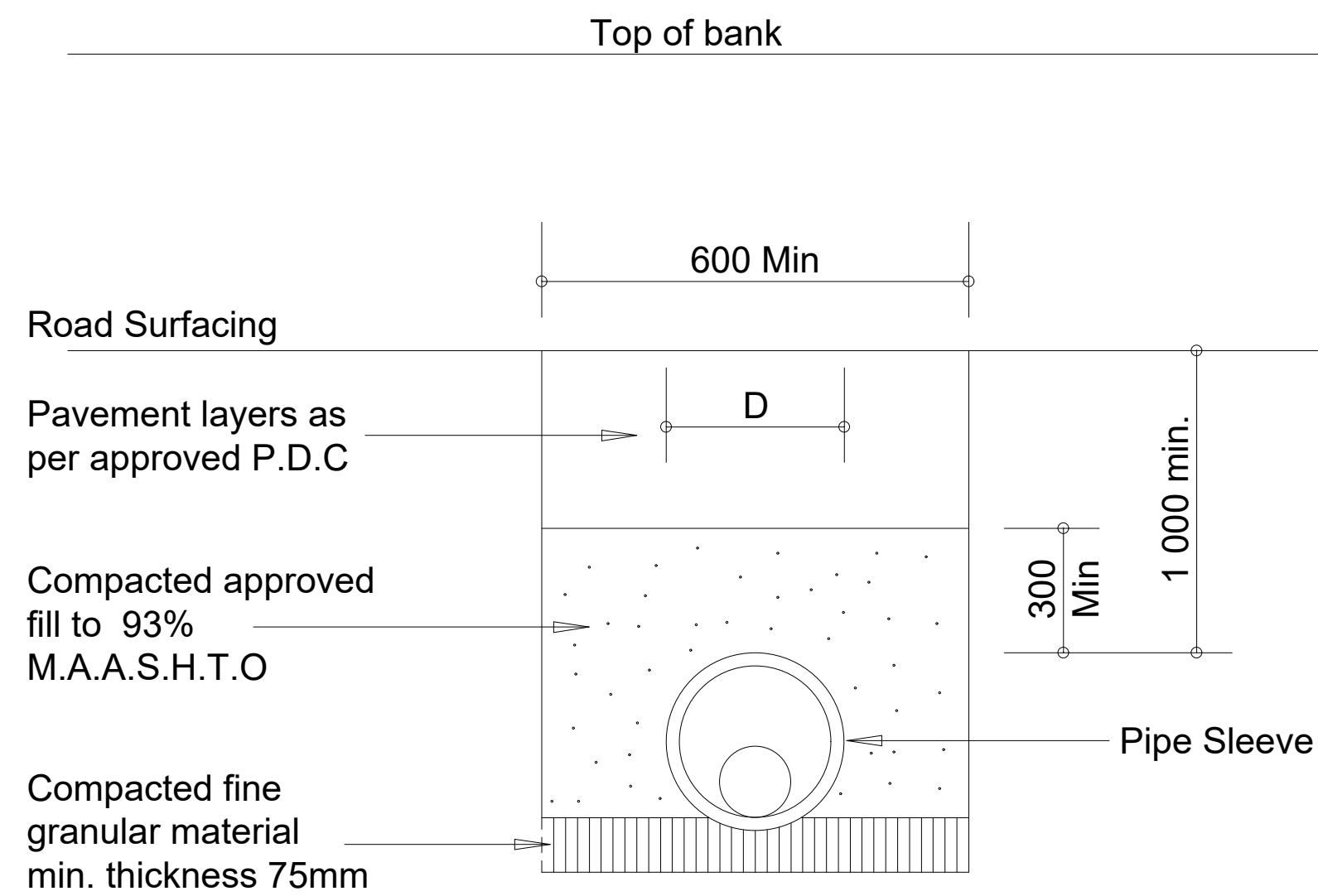
SLEEVE ARRANGEMENT FOR SHALLOW CUTTINGS



SLEEVE ARRANGEMENT FOR DEEP CUTTINGS



SLEEVE ARRANGEMENT FOR FILLS



SLEEVE TRENCH UNDER ROADWAY

GENERAL NOTES

- Electrical cable pipe sleeves to be 150mmØ P.V.C OR A.C.
- G.P.O pipe sleeves to be 100mmØ pitch fibre.
- Watermains and sewer sleeves to be precast concrete pipes. The class of pipe will be specified by the engineer to suit varying heights of fill and bedding installation to be in accordance with S.A.B.S 0102-1968 code of practice for negative projecting pipelines. Manhole and valve chambers to be provided on both sides of the road.
- Drainage sleeves should have a longitudinal fall of at least 2% and must be adequately drained. Manholes and valve chambers on the lower side to be drained either to the stormwater system or to the surface. The ends of sleeves placed for future used must be plugged.
- Cuttings. The placing of sleeves in cutting should be avoided where possible.
- Sewer sleeves shall be extended to the nearest manhole on either side of the road.
- Sleeves shall only be extended to the road reserve when specifically required.
- Manholes and valve chambers shall be to the local authorities requirements.
- Markers to show positions of ends of sleeves to be provided where no manhole is used.

4	PN	ISSUED FOR TENDER	03/02/2025
3	AL	FOR CLIENT APPROVAL	11-12-24
2	AL	FOR CLIENT REVIEW	04-12-24
1	AL	FOR INTERNAL REVIEW	26-11-24
REV	BY	DESCRIPTION	DATE

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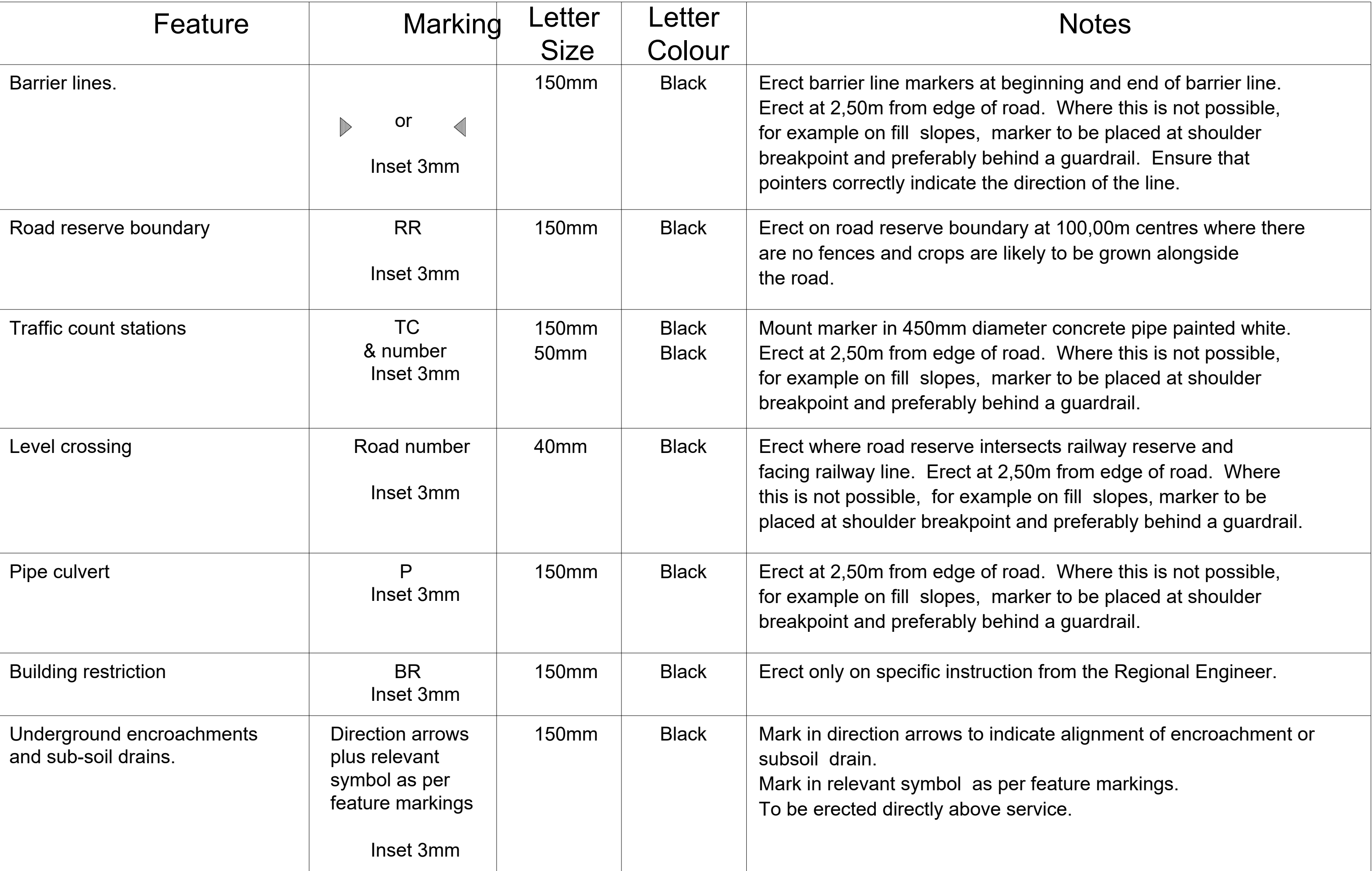


DRAWN	A. LACHMAN	CHECKED	P. NAIDOO
CIVIL ENGINEER	A. LACHMAN	STRUCTURAL ENGINEER	N/A
ARCHITECT	N/A	PAVEMENTS ENGINEER	C. KROEGER
MECHANICAL ENGINEER	N/A	PROJECT SPONSOR	G. HUGHES
PROJECT MANAGER	A. LACHMAN	DIVISIONAL MANAGER	P. NAIDOO

BHAIYIYA ACCESS ROAD OPTION 3

UNDER GROUND SERVICE CROSSING
DETAIL DESIGN

SCALE	AS SHOWN	DATE	11-12-2024
DRAWING NUMBER	11153-4-GSD-0007	SIZE	A0
		REVISION	4



MARKER SCHEDULE

Feature	Marking	Letter Size	Letter Colour	Notes
Kilometre Posts	km distance Road number inset 6mm	150mm 50mm	Black Black	Relevant km distance to be inset. Road number and section to be inset. Kilometre posts will be marked from 00 to 99. Road numbers will be either P or D (Provincial or District). Marker face side/s to be painted yellow. NOTE : All concrete markers to be class 25MPa/13mm stone.
District boundary markers	District codes inset 6mm	150mm	Black	Relevant district codes inset. At district boundaries on through roads, code area appear on side of the triangular marker relating to the relevant District. Marker face side/s to be painted yellow. NOTE : All concrete markers to be class 25MPa/13mm stone.
Road end markers	E Road number inset 6mm	150mm 50mm	Black Black	E mark inset. Road number and section to be inset. End markers to be erected to indicate the limit of departmental responsibility, i.e. the point at which maintenance becomes the responsibility of the local authority or at the end of a departmental road. Road numbers will be either P or D (Provincial or District). Marker face side/s to be painted yellow. NOTE : All concrete markers to be class 25MPa/13mm stone.
Local Road markers	L Local Road number inset 6mm	150mm 50mm	Black Black	Mark beginning and end points of Local Roads only. Marker face side/s to be painted yellow. NOTE : All concrete markers to be class 25MPa/13mm stone.

MARKER SCHEDULE



DETAIL A

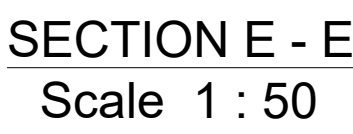
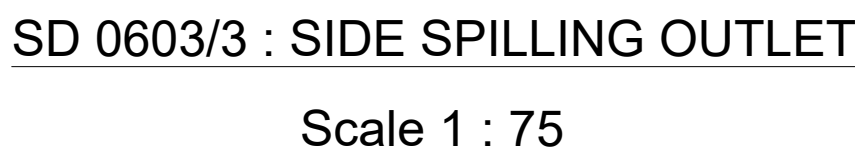
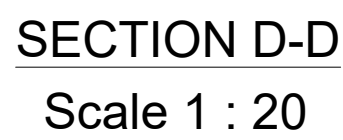
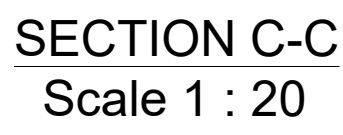
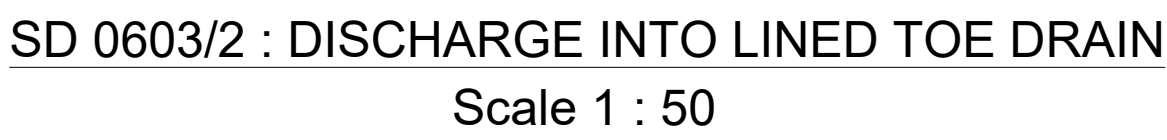
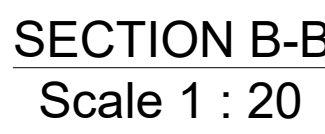
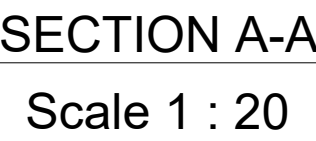
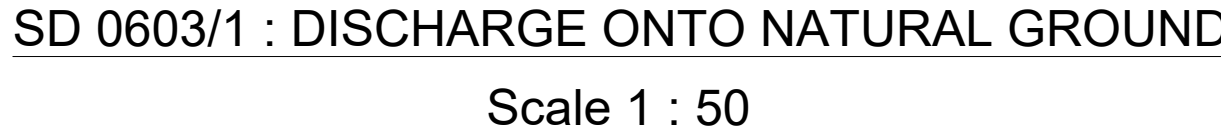
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BHAIYIYA ACCESS ROAD OPTION 3

SERVICE MARKERS

DETAIL DESIGN

SCALE AS SHOWN	DATE 11-12-2024	
DRAWING NUMBER 11153-4-GSD-0008	SIZE A0	REVISION 4



NOTE :

1. Bracketed dimensions are applicable to 2000 V - Drain.

4	PN	ISSUED FOR TENDER	03/03/2025
3	AL	FOR CLIENT APPROVAL	11-12-24
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1	AL	FOR INTERNAL REVIEW	26-11-24
REV.	BY	DESCRIPTION	DATE

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DRAWN	A. LACHMAN	CHECKED	P.NAIDOO
CIVIL ENGINEER	A. LACHMAN	STRUCTURAL ENGINEER	N/A
ARCHITECT	N/A	PAVEMENTS ENGINEER	C.KROEGER
MECHANICAL ENGINEER	N/A	PROJECT SPONSOR	G.HUGHES
PROJECT MANAGER	A. LACHMAN	DIVISIONAL MANAGER	P. NAIDOO

BHAIYIYA ACCESS ROAD OPTION 3

DRAINAGE OUTLETS IN CUTTINGS DETAIL DESIGN

SCALE AS SHOWN	DATE 11-12-2024	
DRAWING NUMBER 11153-4-GSD-0009	SIZE A0	REVISION 4



1. The top of the guardrail post shall be angle-cut and drilled such that the slope is away from the guardrail face.
2. All wooden posts and spacer blocks shall be treated after drilling and cutting and shall bear the SABS mark.
3. Reinforcing plates must be used on every post, however, reflector brackets are to be used where specified by the Engineer.
4. All guardrails, brackets, nuts, bolts and washers shall be galvanised with a hot-dip galvanised zinc coating which complies with the requirements of SABS 457-1982.
5. The galvanised steel reflector bracket shall be reflectorised with "Scotchlite" Reflective Sheeting (high intensity grade), or similar approved product.
6. Posts to be 150 - 230mmØ and 1,8m long (2,1m post can be used where required).
7. Alternative posts types to be used only where approved.

SCALE AS SHOWN	DATE 11-12-2024	
DRAWING NUMBER 11153-4-GSD-0010	SIZE A0	REVISION 4

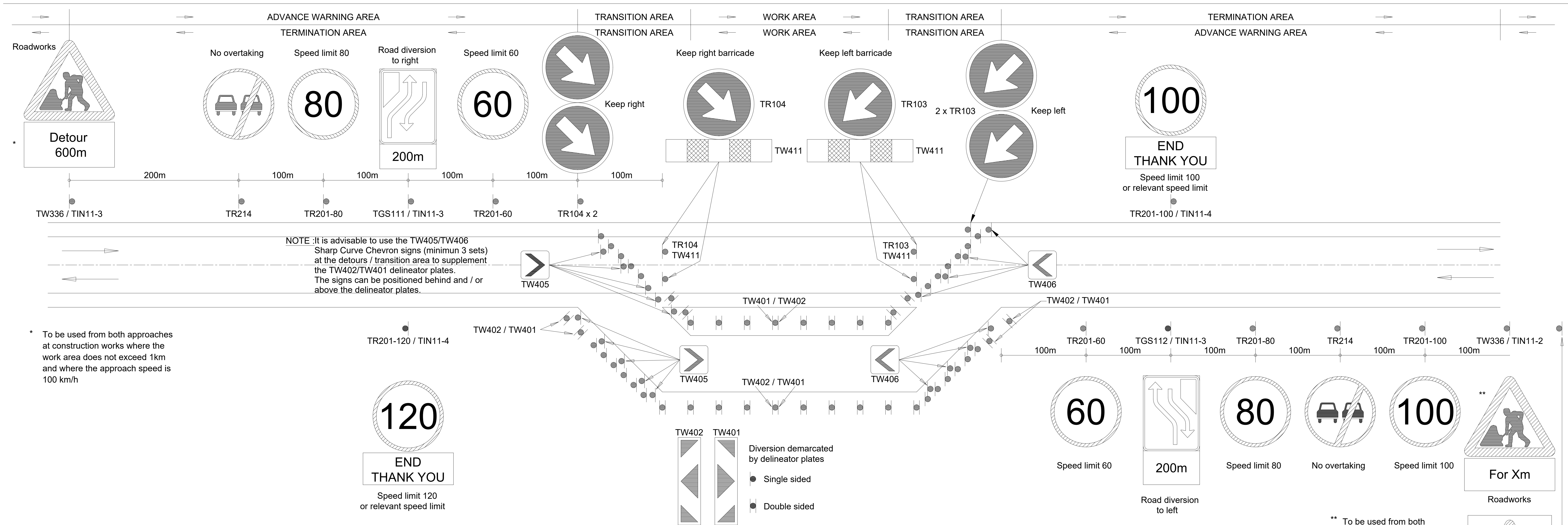


VIEW ON BACK ON SIGN PANNEL

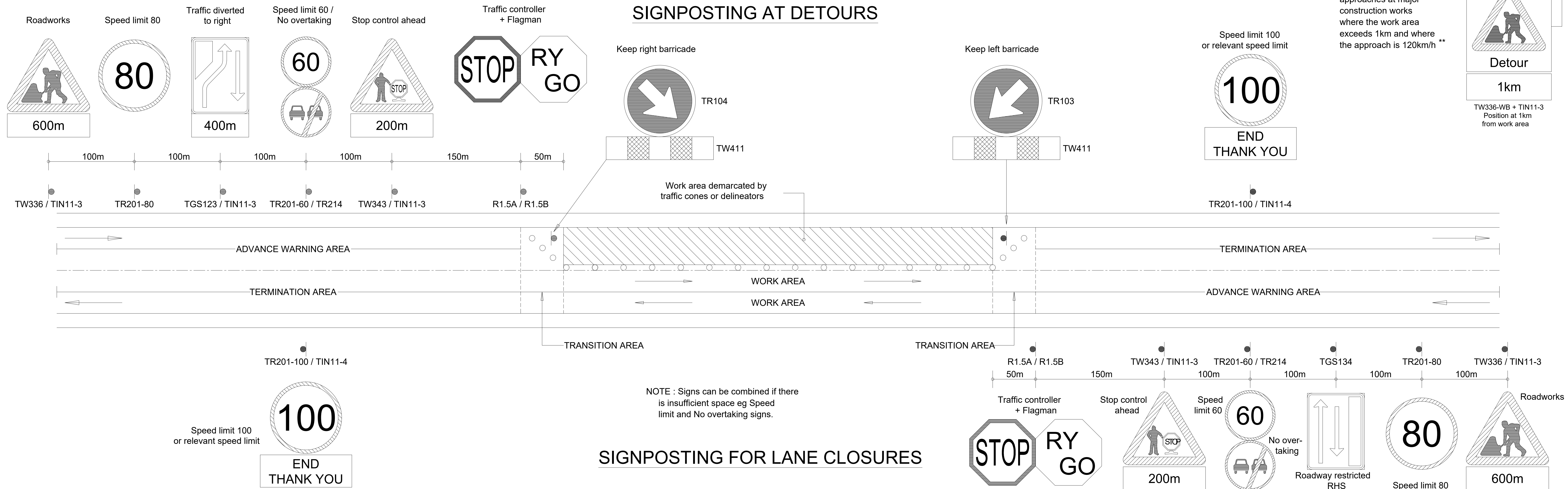
FIXING OF STACK TYPE SIGNS



SCALE AS SHOWN	DATE 11-12-2024	
DRAWING NUMBER 11153-4-GSD-0012	SIZE A0	REVISION 4



SIGNPOSTING AT DETOURS



SIGNPOSTING FOR LANE CLOSURES

REV	BY	DESCRIPTION	DATE
4	PN	ISSUED FOR TENDER	03/02/2025
3	AL	FOR CLIENT APPROVAL	11-12-24
2	AL	FOR CLIENT REVIEW	04-12-24
1	AL	FOR INTERNAL REVIEW	26-11-24

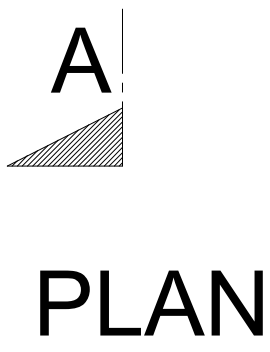
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DRAWN	A. LACHMAN	CHECKED	P. NAIDOO
CIVIL ENGINEER	A. LACHMAN	STRUCTURAL ENGINEER	N/A
ARCHITECT	N/A	PAVEMENTS ENGINEER	C. KROEGER
MECHANICAL ENGINEER	N/A	PROJECT SPONSOR	G. HUGHES
PROJECT MANAGER	A. LACHMAN	DIVISIONAL MANAGER	P. NAIDOO

BHAIYIYA ACCESS ROAD OPTION 3
TEMPORARY SIGNAGE FOR DETOURS AND CLOSURES
DETAIL DESIGN

SCALE	AS SHOWN	DATE	11-12-2024
DRAWING NUMBER	111534-GSD-0014	SIZE	A0
		REVISION	4



SPAN - S			HEIGHT - H					
A	B		C	D	E	F	G	
600	850	150	450	800	700	700	500	
750	1010	150	600	950	950	950	650	
900	1200	230	900	1250	1300	1300	1000	
1200	1550	230	1200	1550	1750	1750	1300	
1500	1870	230	1500	1850	2200	2200	1700	

SKEW 0°- 22.55°

SPAN - S	A	B	HEIGHT - H	C	D	E	F	G
600	950	150	450	800	700	350	1050	500
750	1150	150	600	950	950	450	1350	650
900	1350	230	900	1250	1300	650	1950	1000
1200	1750	230	1200	1550	1750	875	2625	1300
1500	2100	230	1500	1850	2200	1100	3300	1700

SKEW 23°- 45°

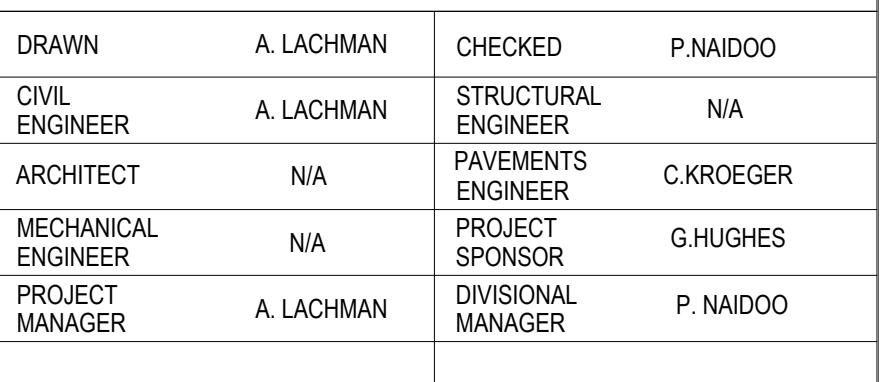
SPAN - S			HEIGHT - H					
A	B		C	D	E	F	G	
600	1650	150	450	800	700	0	1400	500
750	2000	150	600	950	950	0	1800	650
900	2350	230	900	1250	1300	0	2600	1000
1200	3000	230	1200	1550	1750	0	3500	1300
1500	3650	230	1500	1850	2200	0	4400	1700

SKEW > 46°

MAXIMUM OVERFILL FOR PORTAL CULVERTS	
SPAN	FILL HEIGHT (m)
600	10.5
750	9.0
900	7.5
1200	6.0
1500	4.5

NOTE Minimum total cover over any portal shall be 200mm

1. Where multiples of portals are used they shall be placed 100mm apart and the spaces filled with well rammed concrete.
2. All concrete shall be 20 MPa.
3. All joints between precast units shall be covered with with an approved 600mm wide geofabric strip glued to the portal.
4. All portal lifting holes must be plugged to the satisfaction of the Engineer.
5. End portal units to be cut to skew.

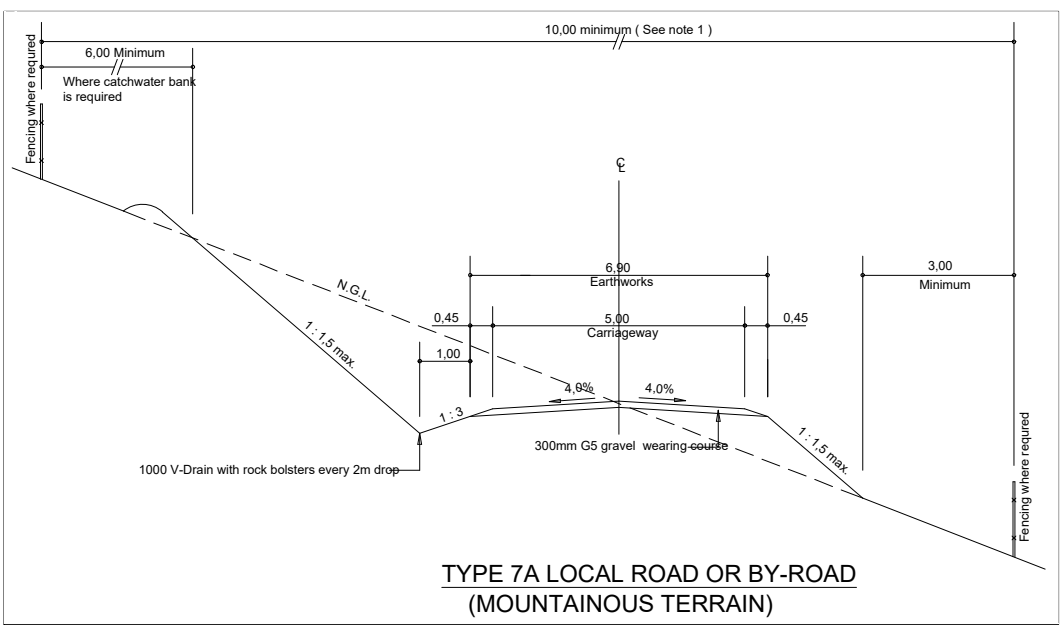


PRECAST PORTAL CULVERT HEAD WALL DETAILS DETAIL DESIGN

SCALE AS SHOWN	DATE 11-12-2024	
DRAWING NUMBER 11153-4-GSD-0015	SIZE A0	REVISION 4



PIPE CROSSING SCHEDULE						
NO.	CH	DIAMETER(mm)	CLASS	SECTION	LENGTH(m)	GRADE(%)
1	0+156,113	600	1000	CLASS C	9,760	0
2	0+305,470	600	1000	CLASS C	9,760	0
3	0+466,594	600	1000	CLASS C	9,760	12
4	1+337,662	600	1000	CLASS C	9,760	0
5	1+463,236	600	1000	CLASS C	9,760	0
6	1+733,710	600	1000	CLASS C	10,960	0



SIDE DRAIN DRAINAGE SCHEDULE	
LHS	RHS
START CH	END CH
240.000	310.000
700.000	1580.000
20.000	500.000
700.000	1050.000
1520.000	1660.000

- LEGEND
- CADASTRAL DATA
 - PROPOSED ROAD RESERVE
 - PROPOSED GUARDRAILS
 - LIMIT OF CONSTRUCTION
 - CONCRETE PIPE CULVERT WITH HEADWALLS
 - SIDE INLETS
 - DRAINAGE CHUTE

CIVIL NOTES:

- ALL WORK TO BE CARRIED OUT IN ACCORDANCE WITH THE RELEVANT SANS 1020 SPECIFICATIONS.
- ALL EXISTING SERVICES TO BE PROVIDED PRIOR TO WORK COMMENCING. ANY EXISTING SERVICE THAT IS DAMAGED BY THE CONTRACTOR AND IS SHOWN ON THE CONSTRUCTION DRAWINGS OR INDICATED TO THE CONTRACTOR ON SITE BY THE TEAM MUST BE REPAIRED BY THE CONTRACTOR AT HIS OWN COST.
- ALL POSITIONS, LEVELS AND TIE IN POINTS ARE TO BE CONFIRMED ON SITE PRIOR TO CONSTRUCTION AND ANY DISCREPANCIES ARE TO BE BROUGHT TO THE ATTENTION OF THE ENGINEER IMMEDIATELY.
- THE START AND END OF CONCRETE SECTIONS ARE TO BE AS DIRECTED BY ENGINEER.
- THE GROUND IMMEDIATELY ADJACENT TO THE BUILDING SHALL SHAPED AWAY FROM THE STRUCTURE BEYOND (MINIMUM 1:200).
- WAYLEAVE APPLICATION TO BE SUBMITTED TO RELEVANT AUTHORITIES FOR APPROVAL OF THE FOLLOWING AFFECTED SERVICES RELOCATION PLAN:
 - WATER
 - SEWER
 - STORM WATER
 - ELECTRICAL
 - TELECOMMUNICATIONS
- 1. BEDDING TO SUIT FLEXIBLE PIPES.
- 2. PIPES TO BE INSTALLED WITH ALL COUPLINGS AND FITTINGS AND TO BE TESTED AND DISINFECTED.
- 3. MINIMUM COVER TO PIPES TO BE 800mm ALONG PLATFORMS AND 1200mm WITHIN ROADWAYS.
- SEWER
 - 1. ALL SEWER PIPES ARE 180 / 200 NOMINAL DIAMETER CLASS 34 HEAVY DUTY UPVC PIPES.
 - 2. ALL SEWER PIPES TO BE LAID ON CLASS B BEDDING.
 - 3. ALL SEWER PIPES TO COMPLY WITH SANS 1601 STANDARDS.
 - 4. CONCRETE ENCASED WITH 150mm 30MPA CONCRETE ALL ROUND TO:
 - SEWER PIPES IN PARKING AREAS/ROAD CROSSING TO BE
 - WHERE COVER OVER PIPES IS LESS THAN 500mm ON ALL LINES

STORMWATER NOTES

- ALL STORMWATER PIPES UP TO 2500 TO BE HEAVY DUTY CLASS 34 uPVC OR SIMILAR APPROVED. LARGER PIPES TO BE CLASS 750 CONCRETE PIPES.
- ALL CONCRETE STORMWATER PIPES UNDER ROADWAY TO BE CLASS 1800.
- MANHOLES AND INLETS ON WALKWAYS AND PAVED AREAS TO BE CONSTRUCTED FLUSH TO FINISH GROUND LEVEL.
- MIN FALL TO BE 1:60.
- GRADES BETWEEN MANHOLES TO BE CONSTANT.
- VORBERS TO HAVE A MINIMUM SLOPE OF 1:200.
- FOR GRADES STEEPER THAN 1:10 ANCHOR BLOCKS MUST BE PROVIDED AT EVERY 8TH JOINT.

4	PN	ISSUED FOR TENDER	03/03/2025
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1	AL	FOR INTERNAL REVIEW	26-11-24

REV.	BY	DESCRIPTION	DATE
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23A FLANDERS DRIVE
MOUNT EDGECOMB
DURBAN
SOUTH AFRICA, 4302

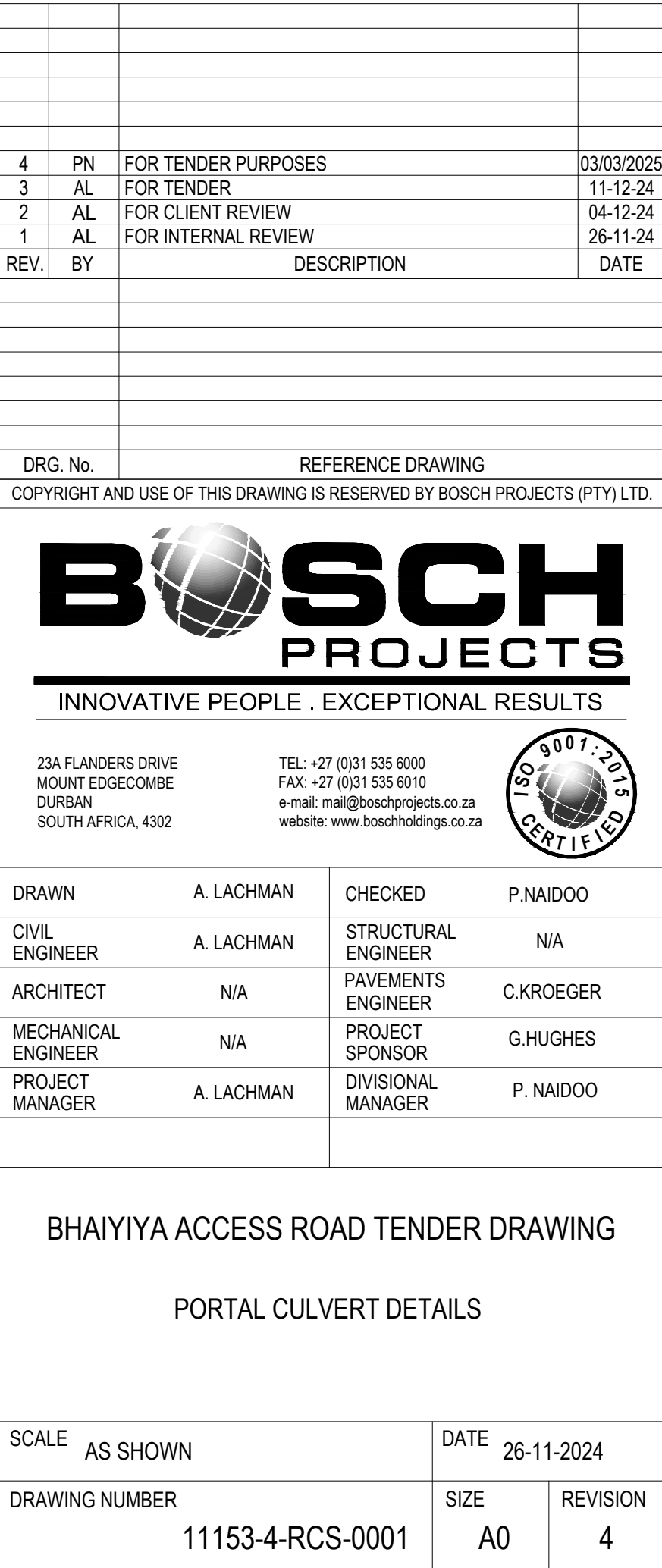
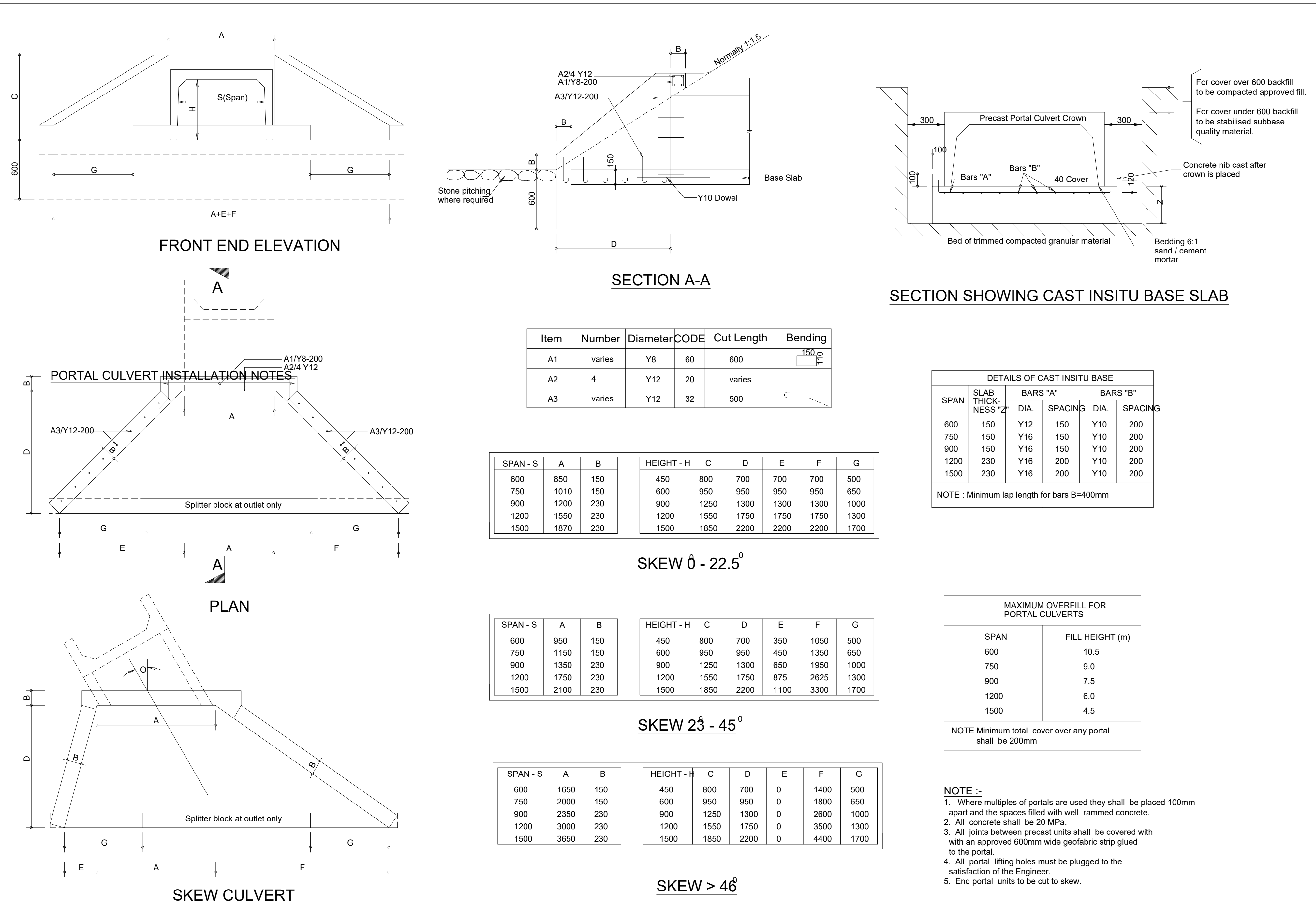
TEL: +27 (0)31 535 6000
FAX: +27 (0)31 535 6070
E-mail: info@boschprojects.co.za
Website: www.boschodrings.co.za

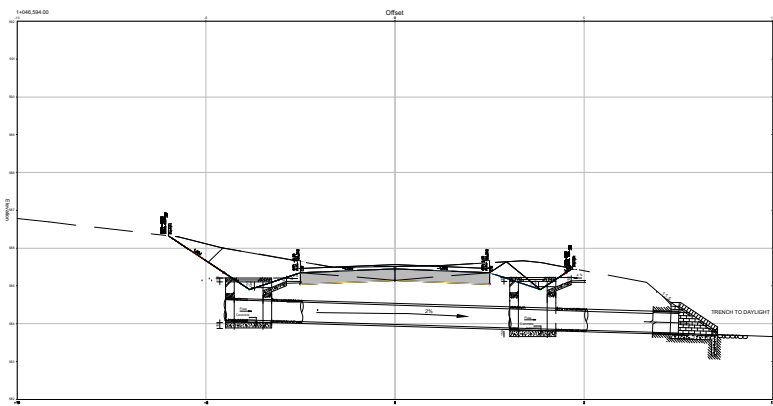
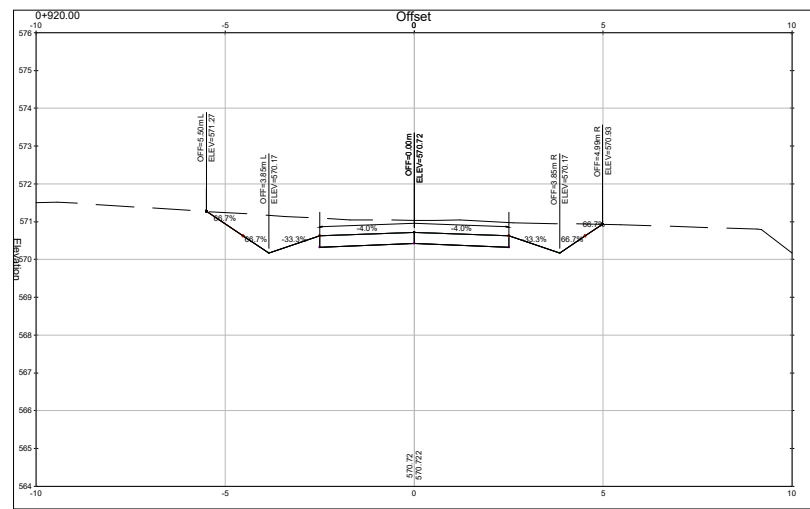
DRAWN	A. LACHMAN	CHECKED	P. NAIIDOO
CIVIL ENGINEER	A. LACHMAN	STRUCTURAL ENGINEER	N/A
ARCHITECT	N/A	PAVEMENTS ENGINEER	C. KROEGER
MECHANICAL ENGINEER	N/A	PROJECT SPONSOR	G. HUGHES
PROJECT MANAGER	A. LACHMAN	DIVISIONAL MANAGER	P. NAIIDOO

BHAIYYA ACCESS ROAD OPTION 3

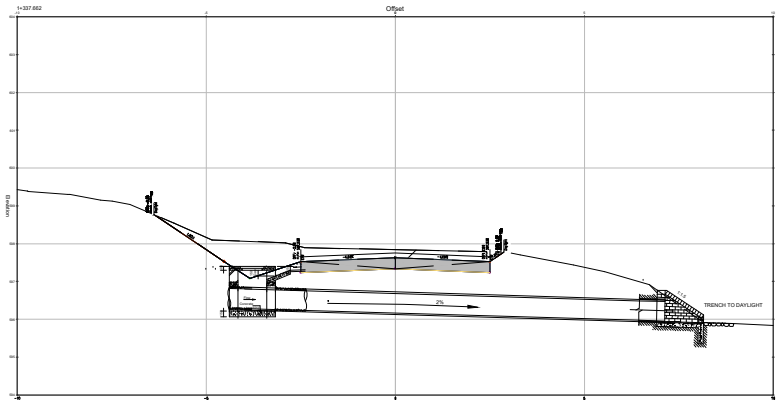
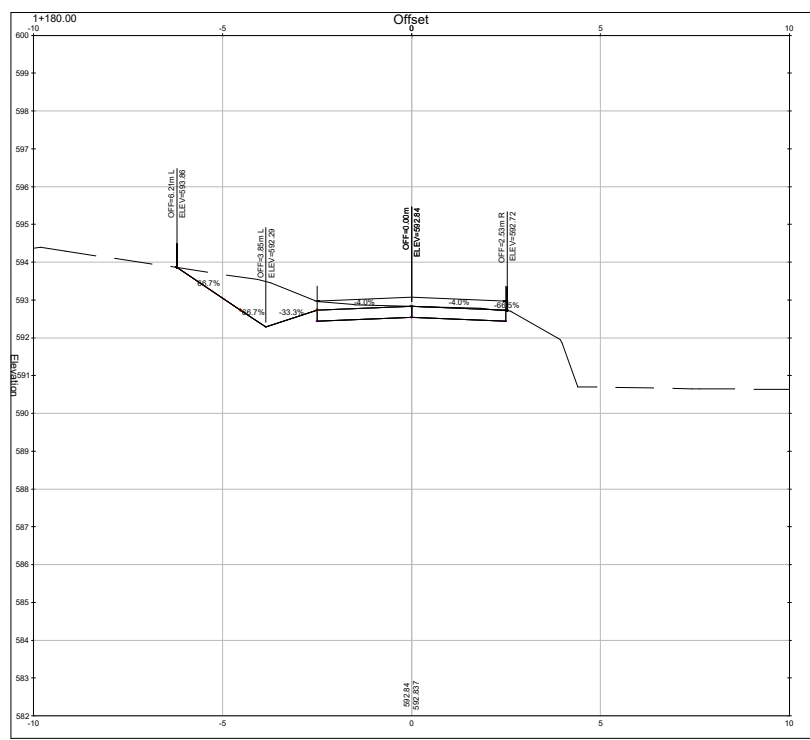
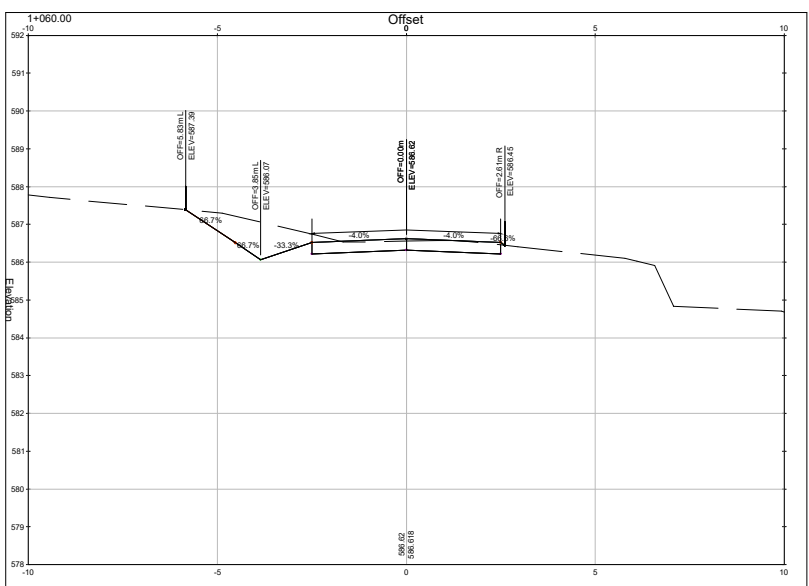
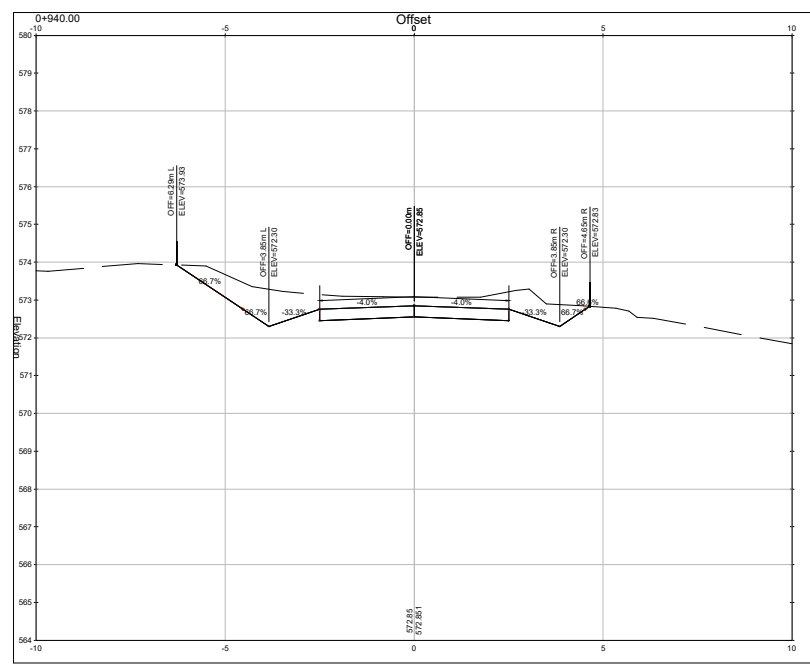
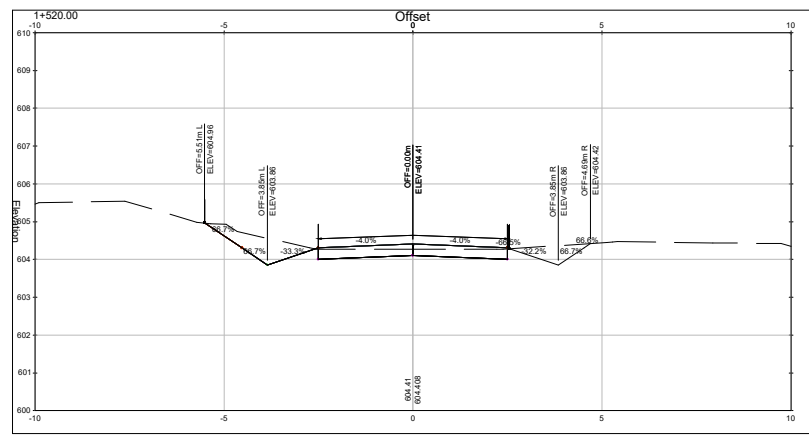
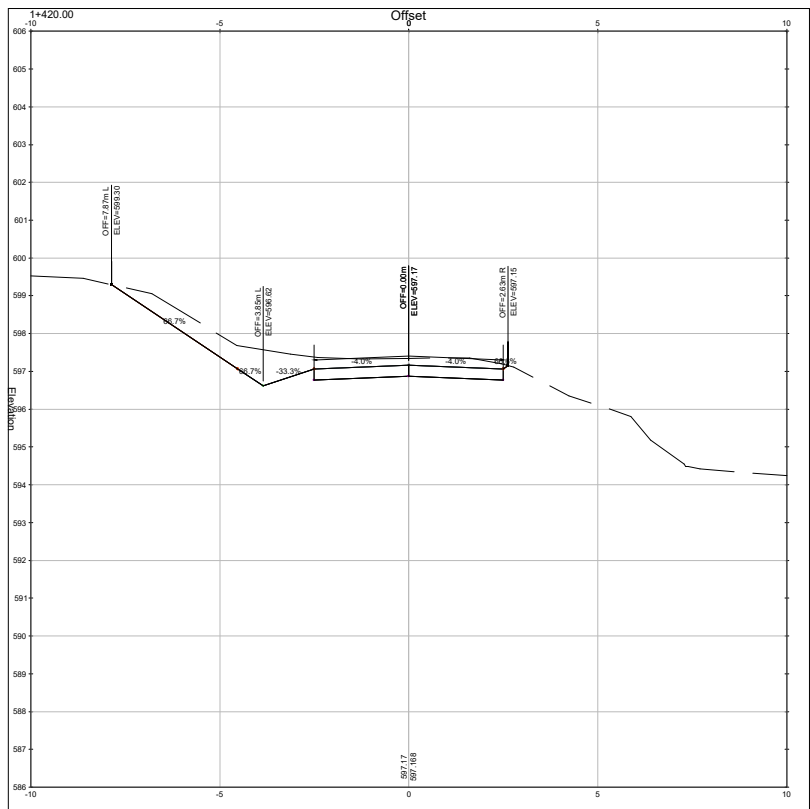
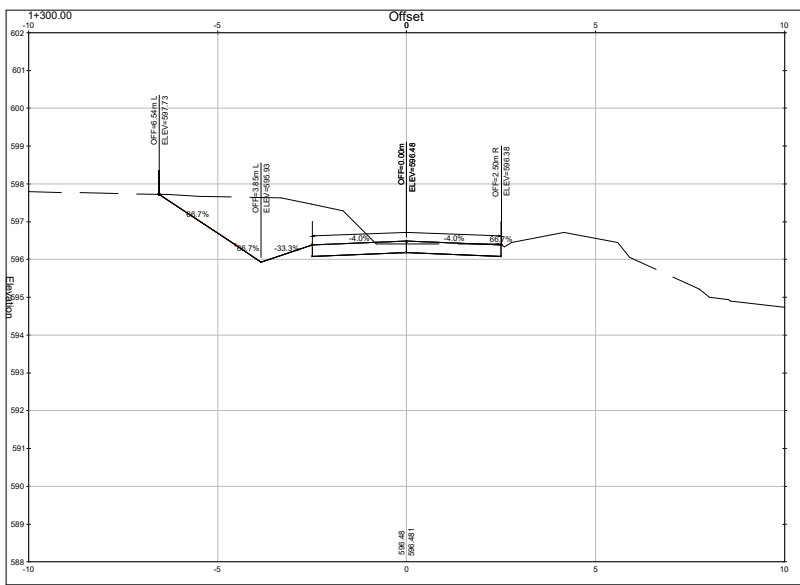
GEOMETRIC AND STORMWATER LAYOUT DETAIL DESIGN

SCALE	AS SHOWN	DATE	11-12-2024
DRAWING NUMBER	11153-4-RLA-0001	SIZE	A0
		REVISION	4

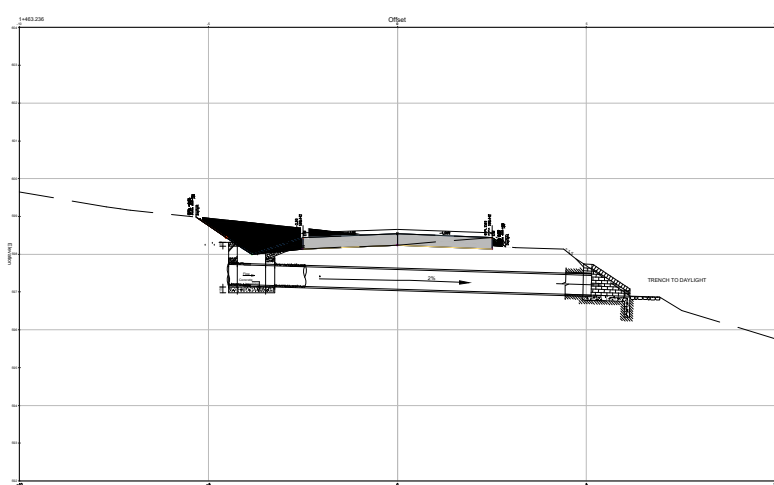
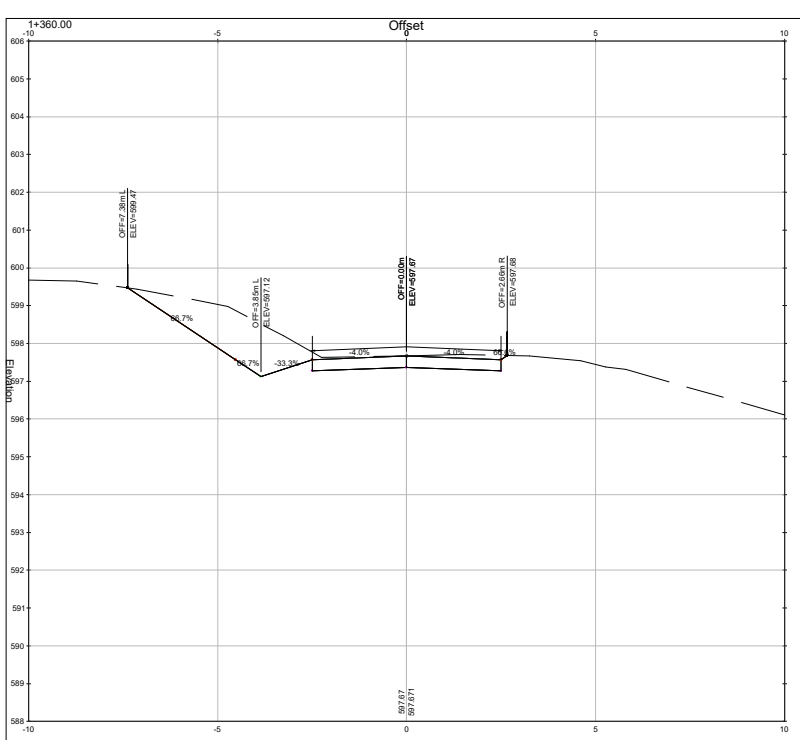
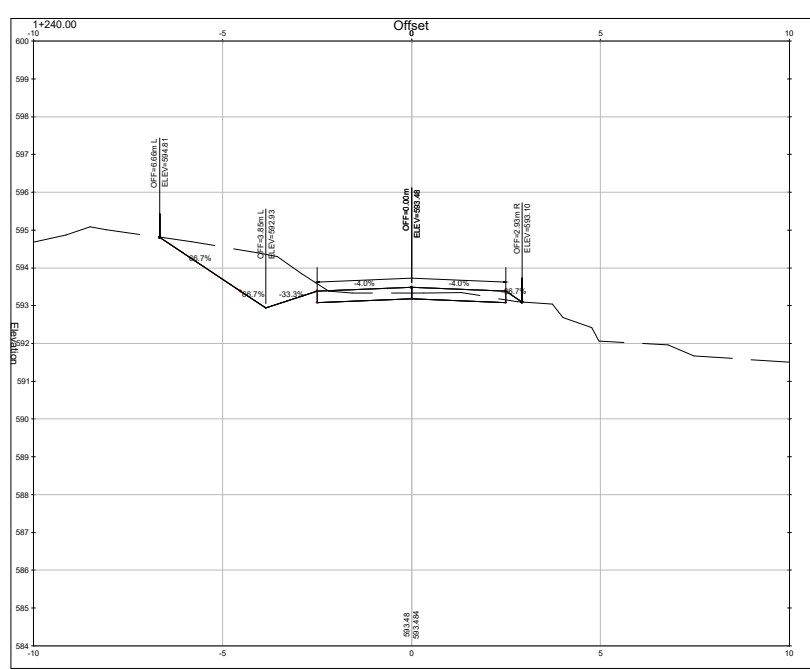
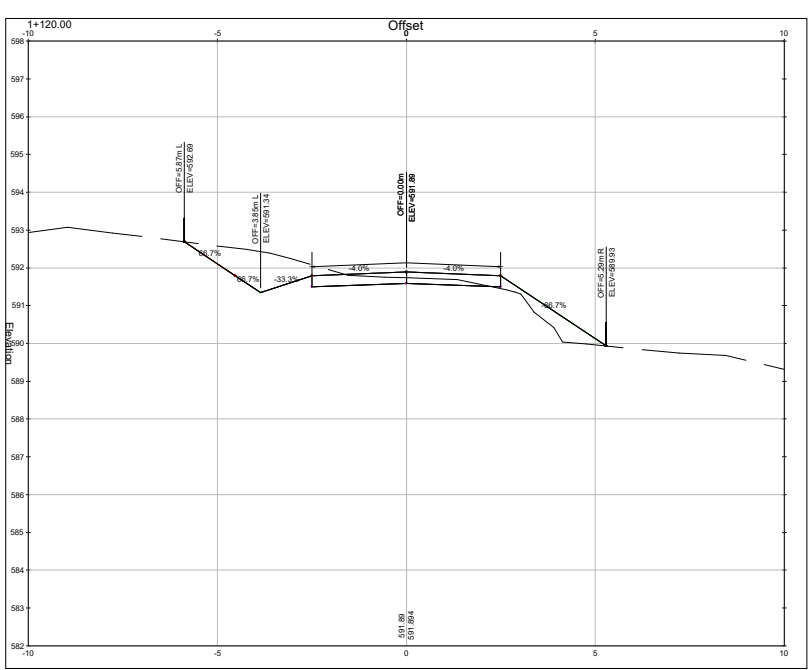
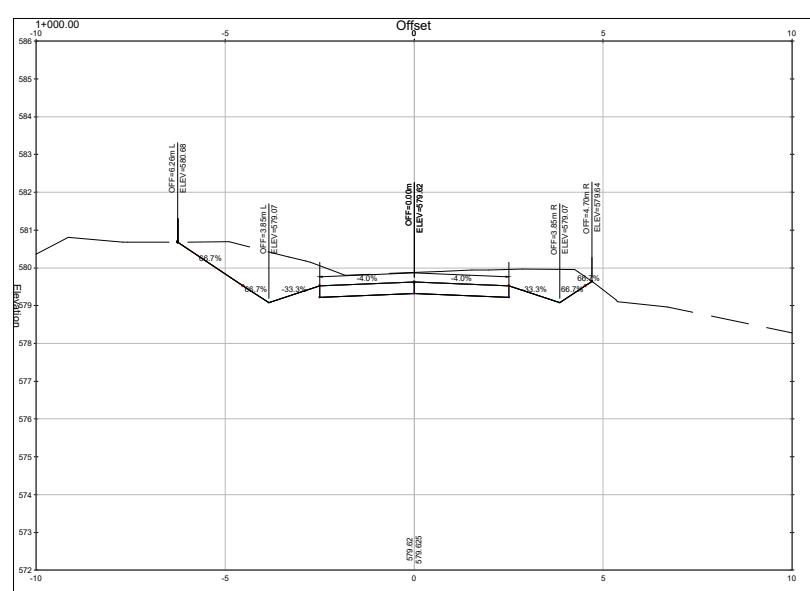
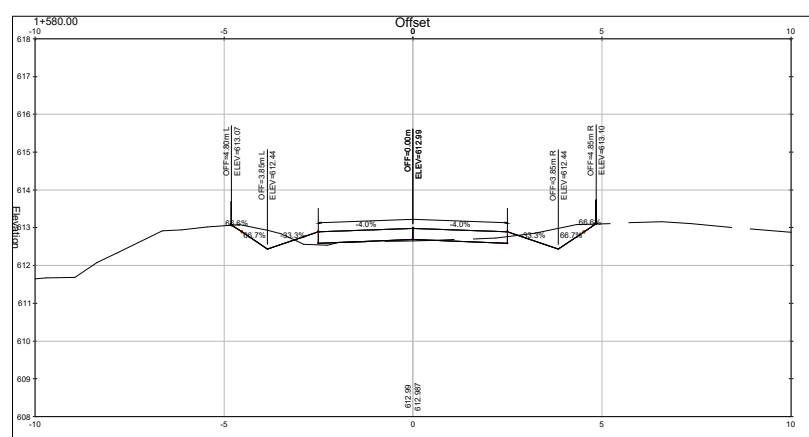
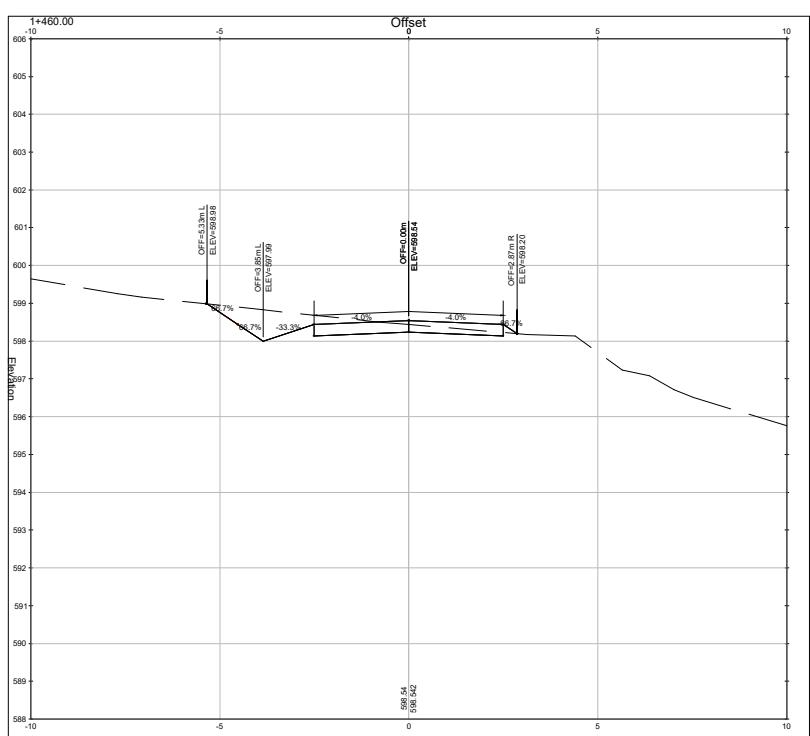
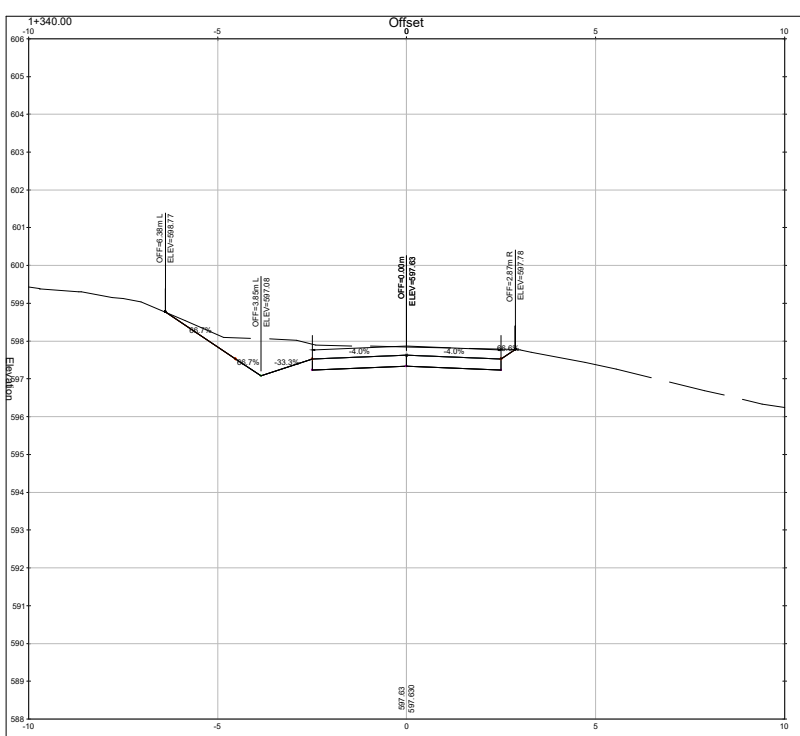
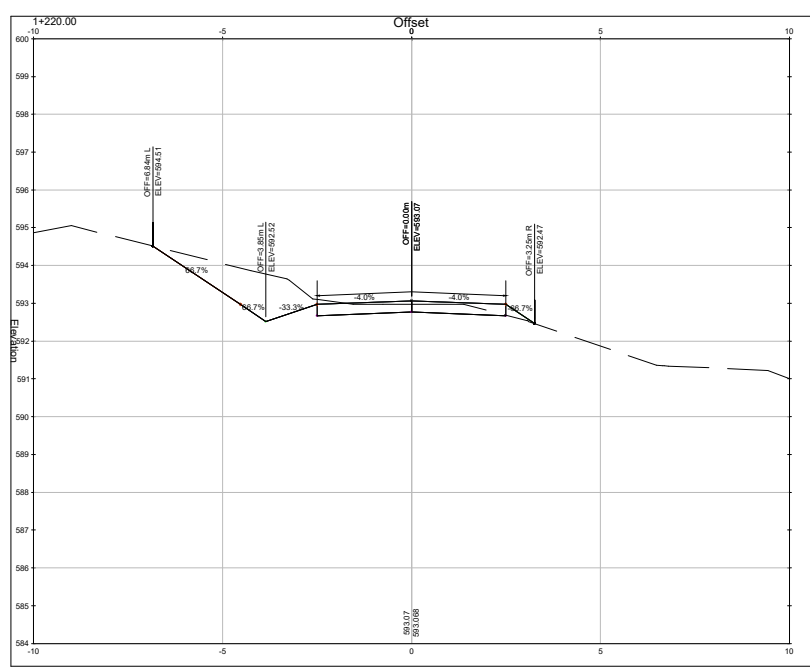
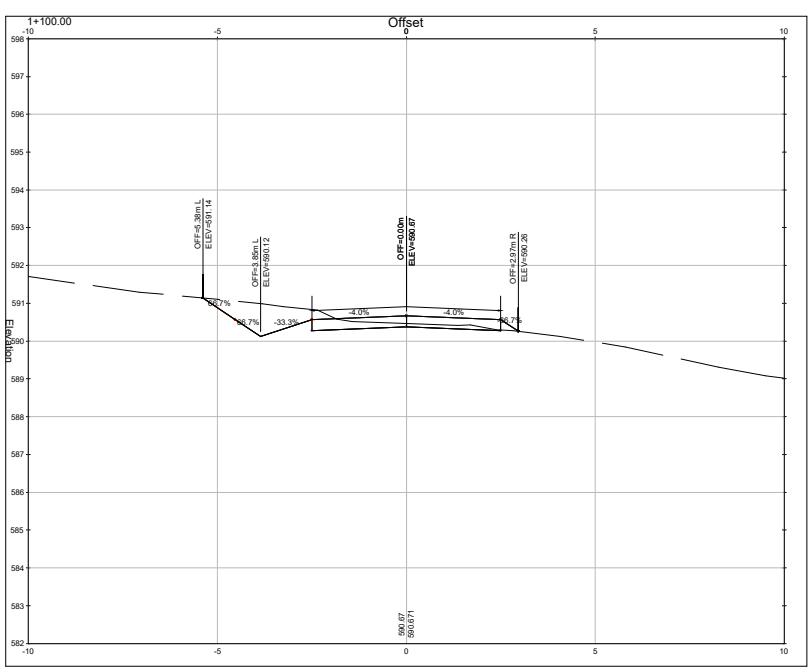
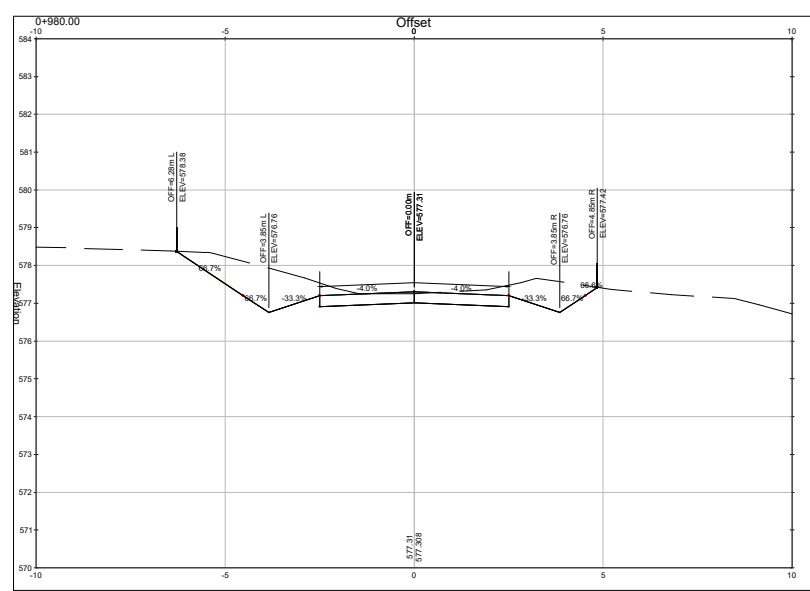
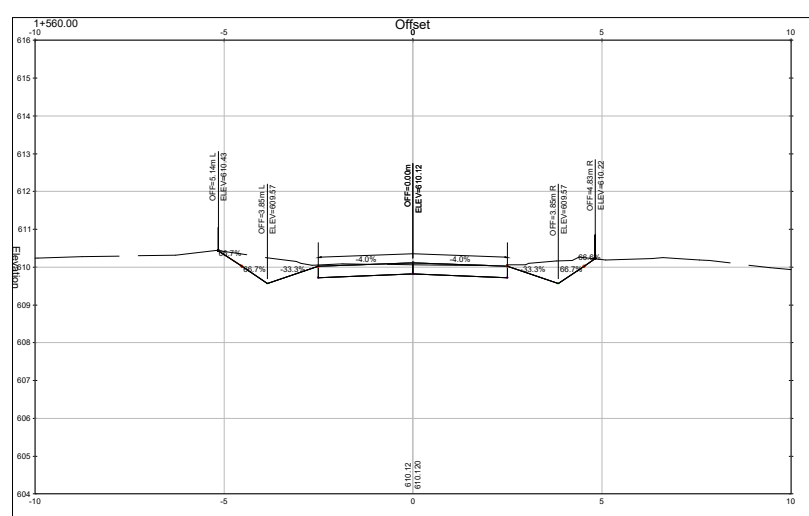
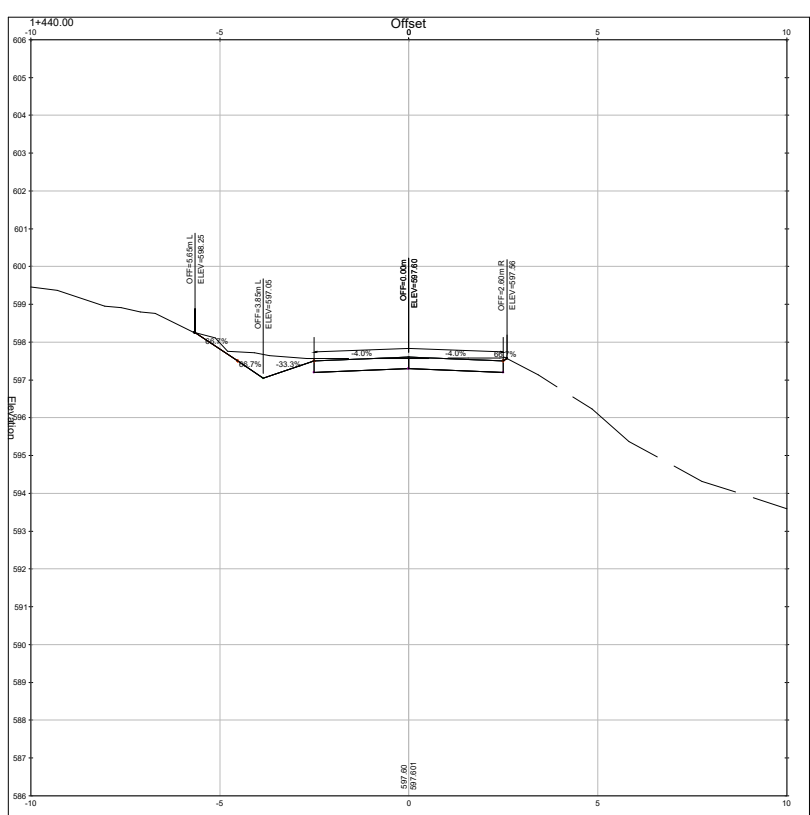
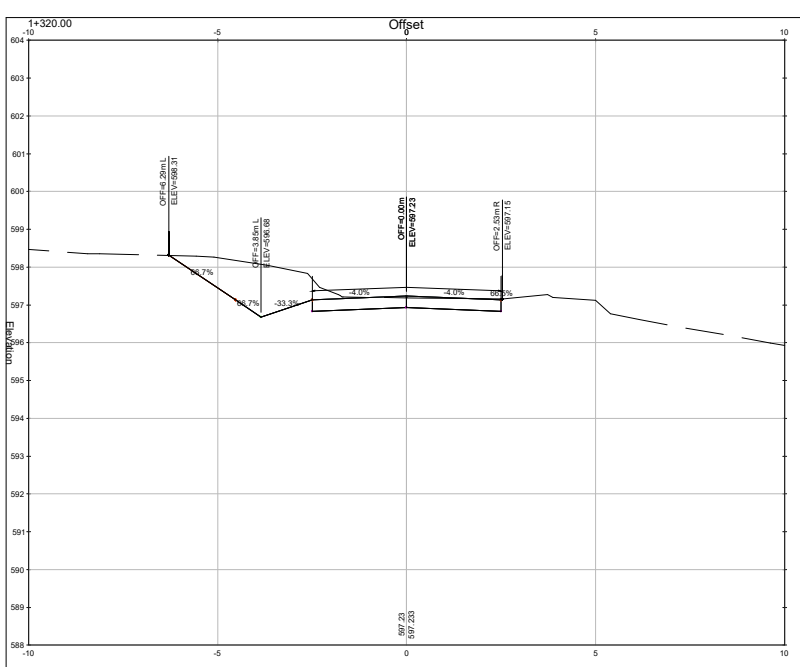
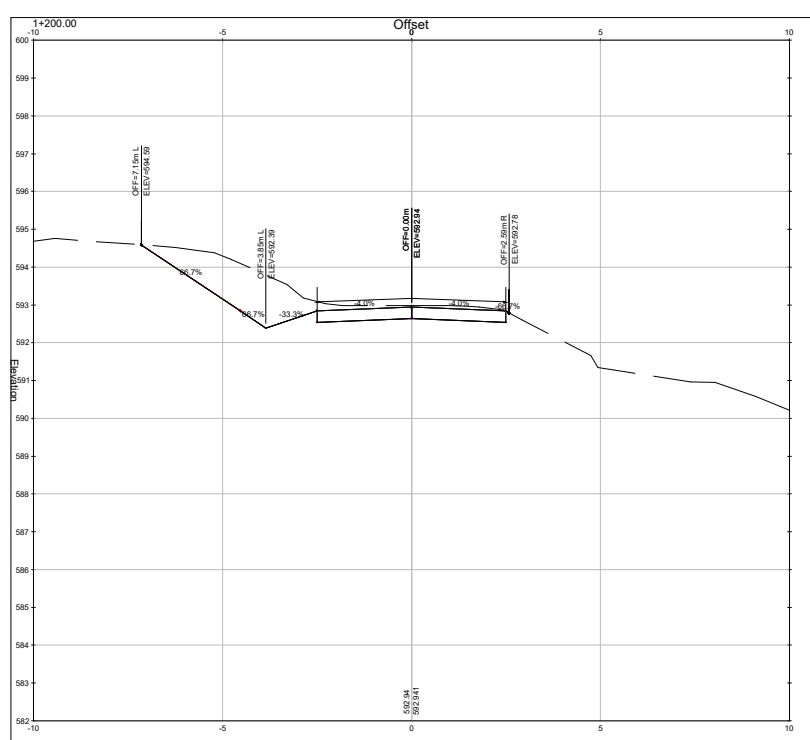
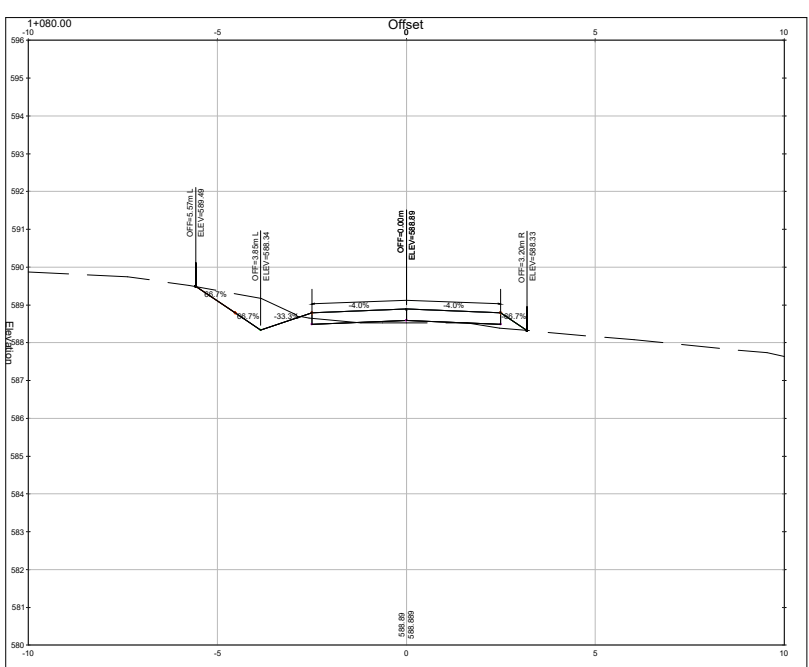
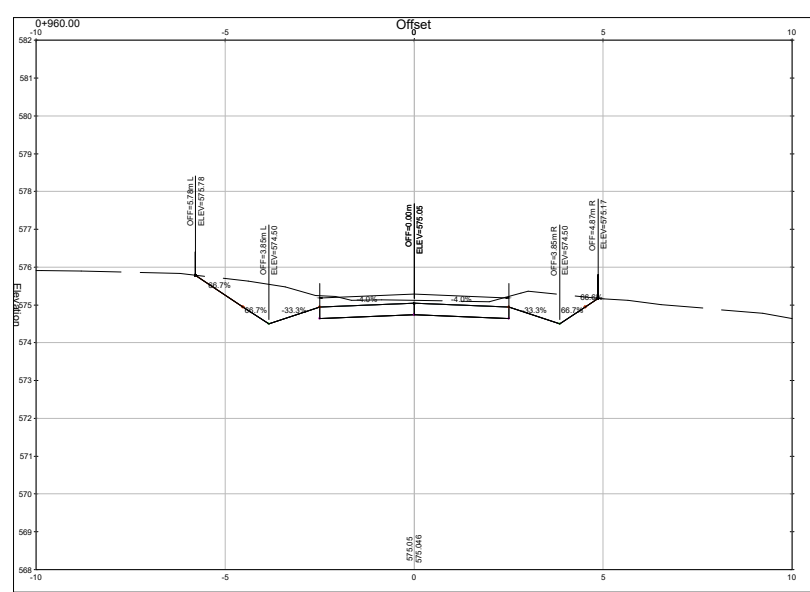
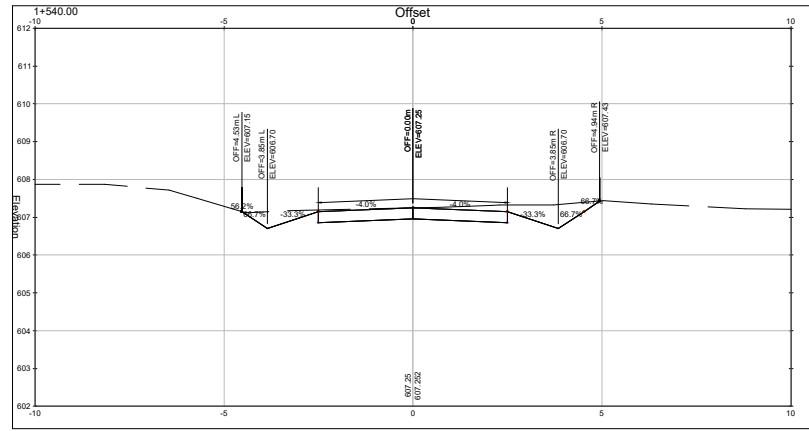




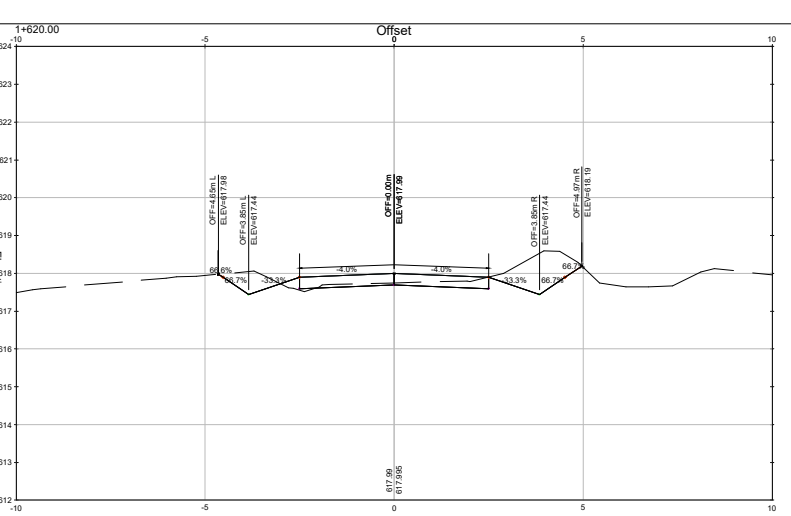
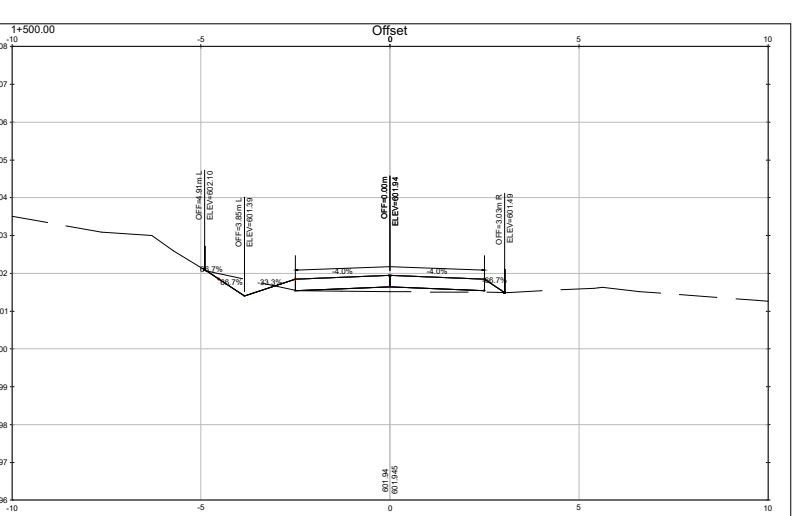
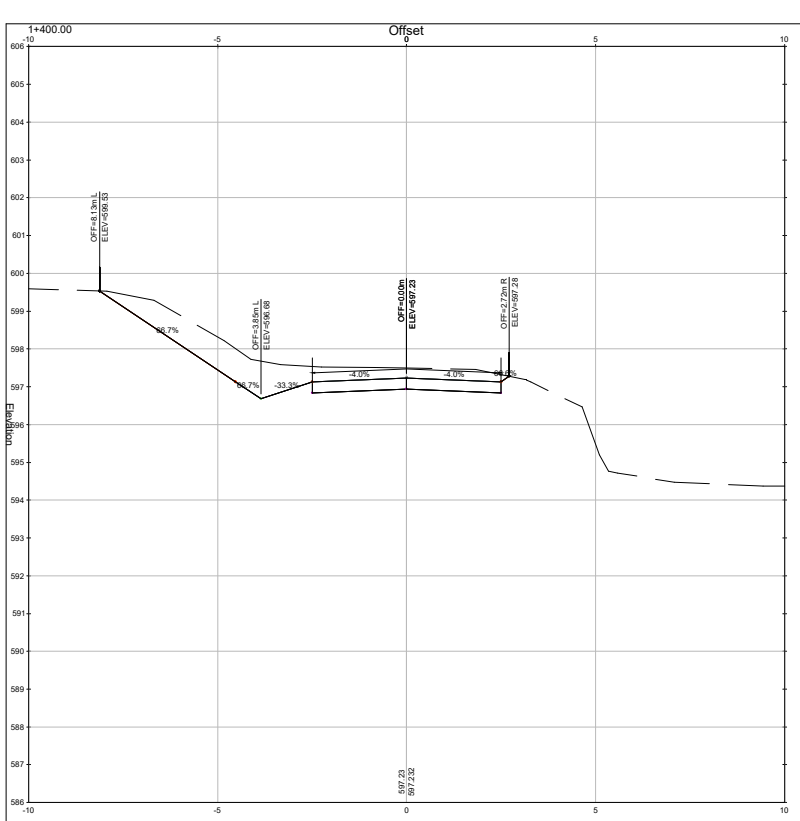
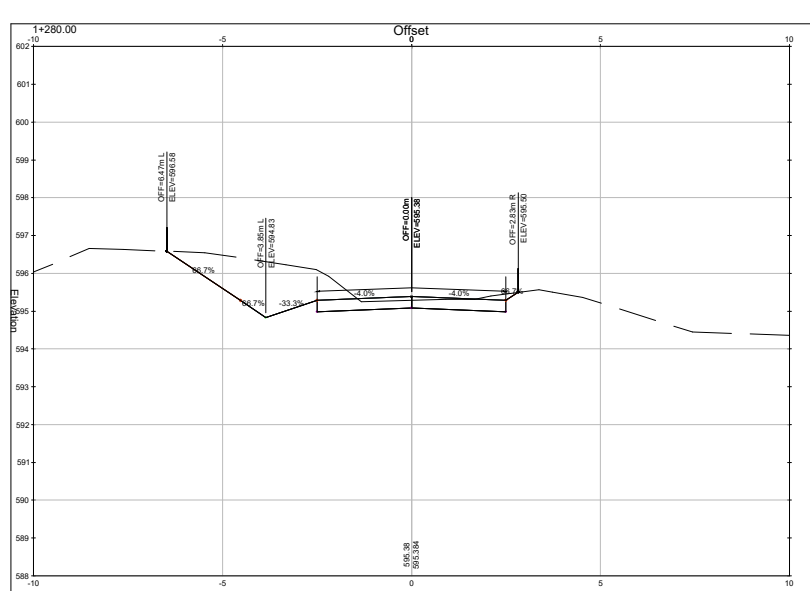
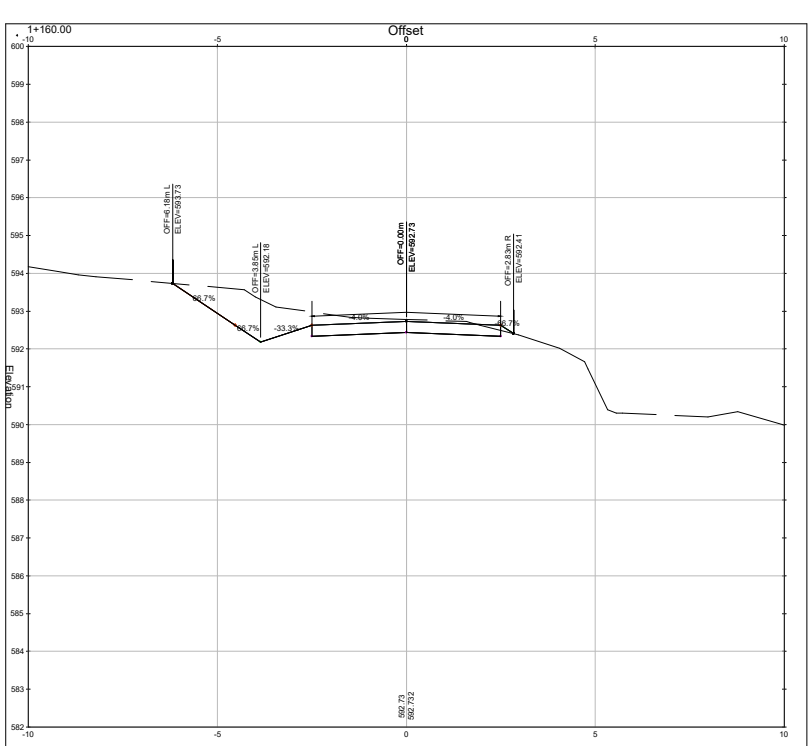
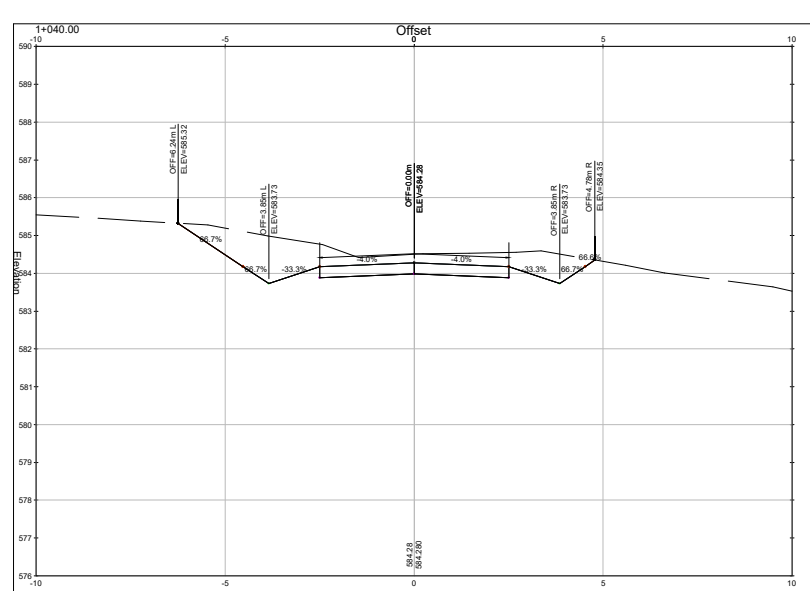
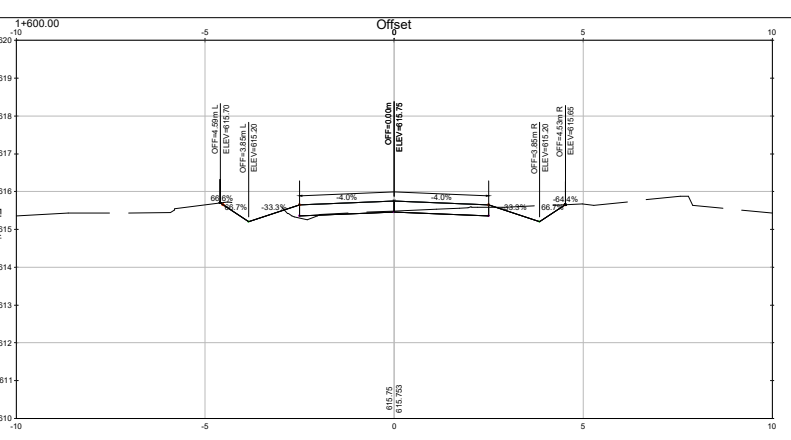
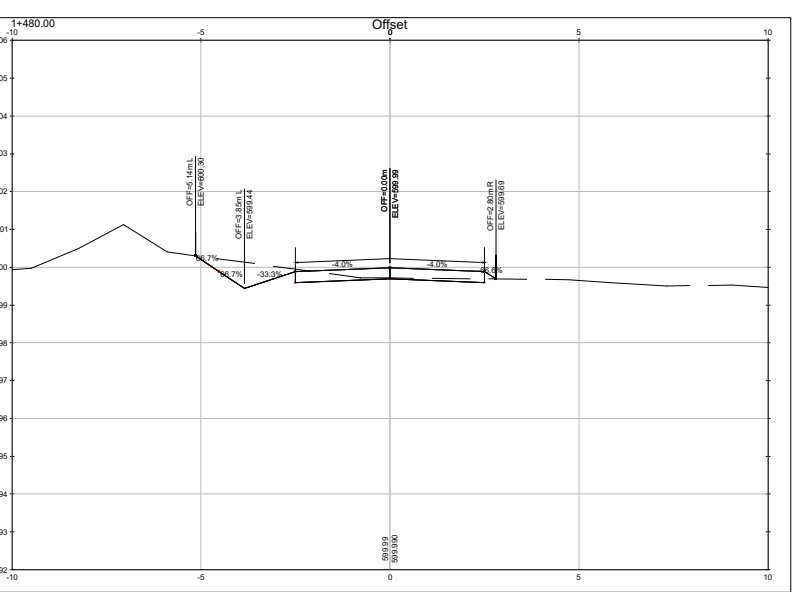
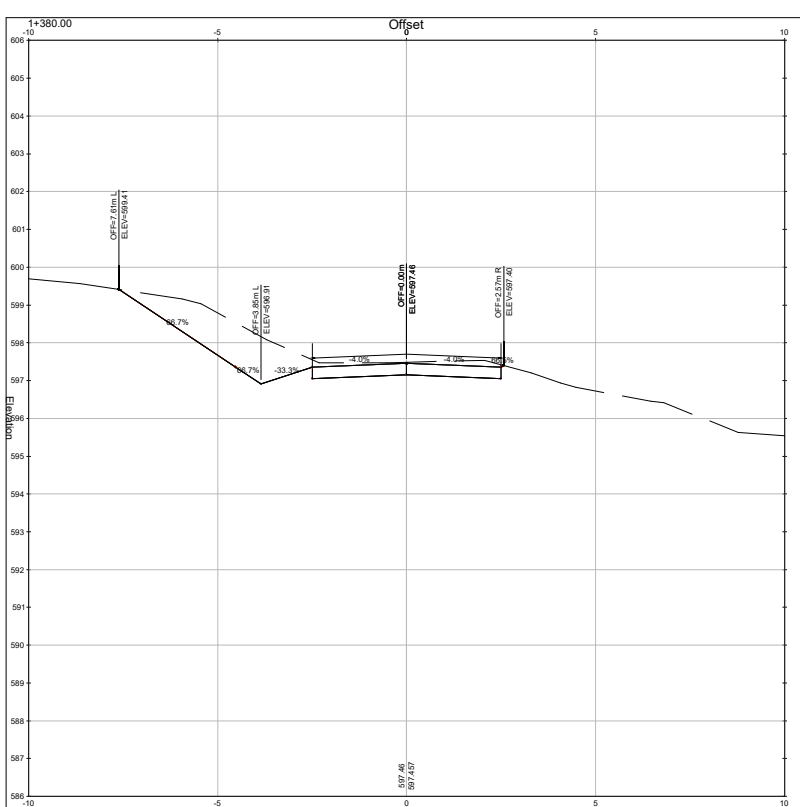
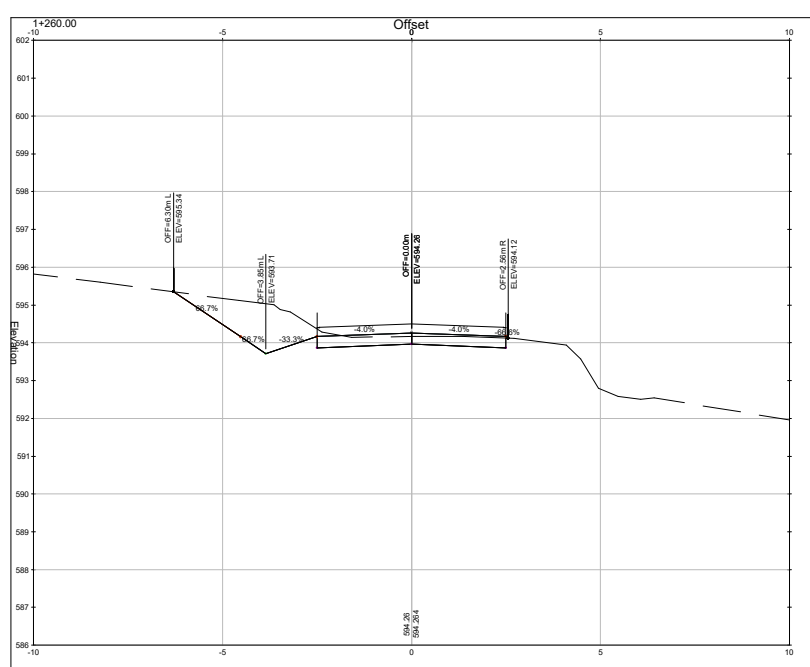
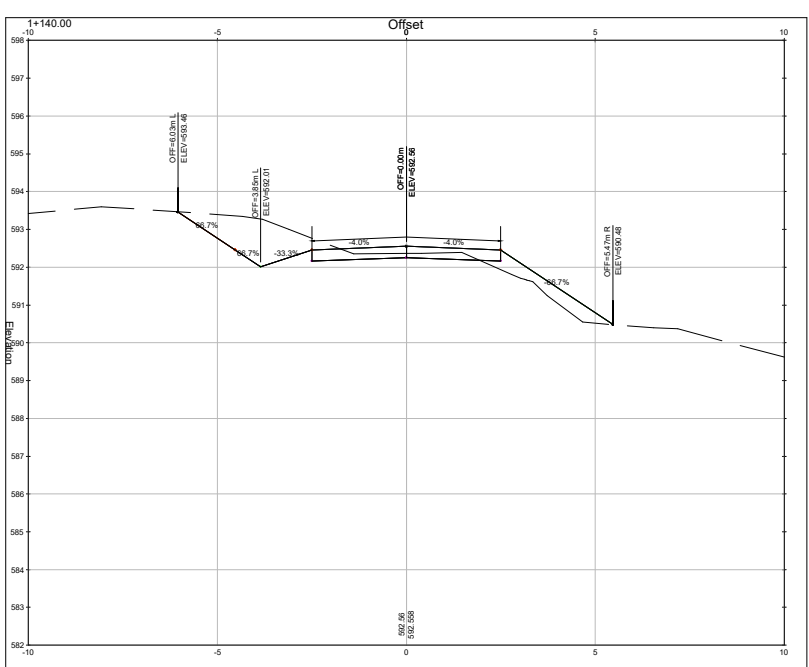
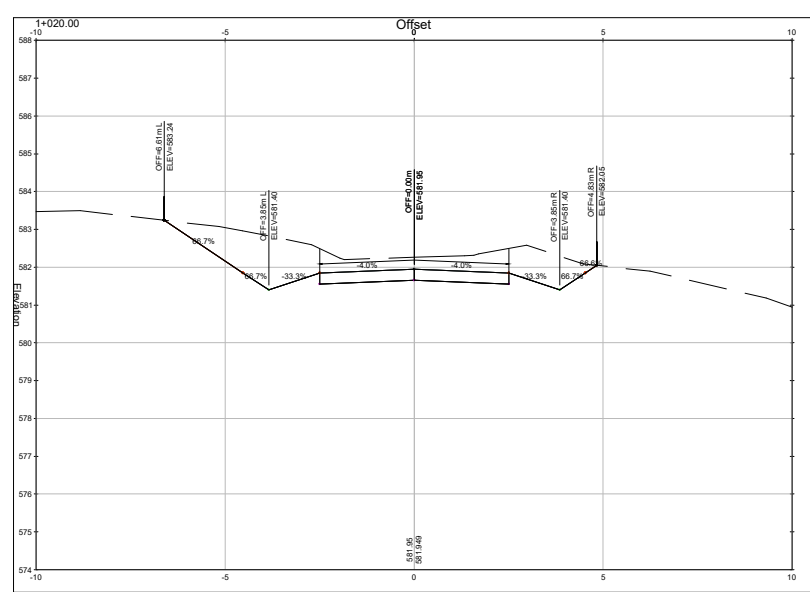
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NO : 3		CLASS : 100D	
SKEW : 0°		LENGTH : 9.76	
LEFT		INVERT	
RIGHT		LEVEL	
3.660	584.081	6.100	583.755



TYPE : PIPE		SIZE : 600 Ø	
NO : 4		CLASS : 100D	
SKEW : 0°		LENGTH : 9.76	
LEFT		INVERT	
RIGHT		LEVEL	
3.660	596.269	6.100	595.957



TYPE : PIPE		SIZE : 600 Ø	
NO : 5		CLASS : 100D	
SKEW : 0°		LENGTH : 9.76	
LEFT		INVERT	
RIGHT		LEVEL	
3.660	597.137	6.100	596.930



4	PN	ISSUED FOR TENDER	03/02/2025
3	AL	DETAIL DESIGN FOR FOR CLIENT APPROVAL	11-12-24
2	AL	FOR CLIENT REVIEW	04-12-24
1	AL	FOR INTERNAL REVIEW	26-11-24
REV	BY	DESCRIPTION	DATE

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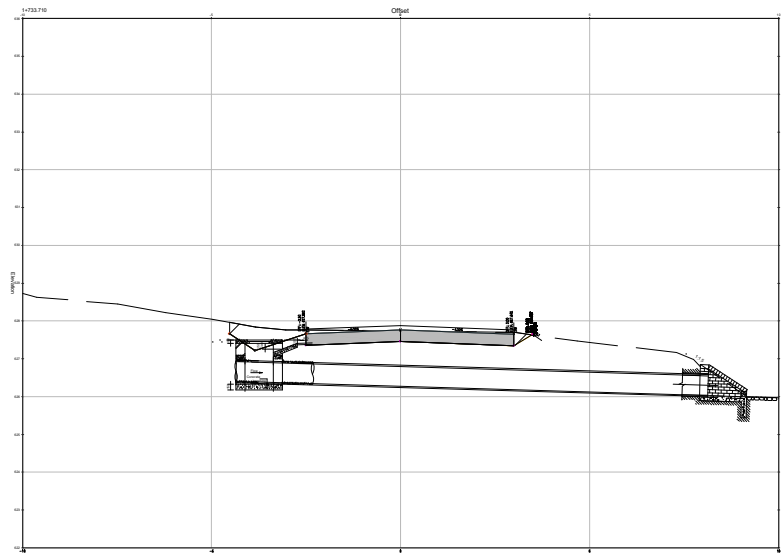
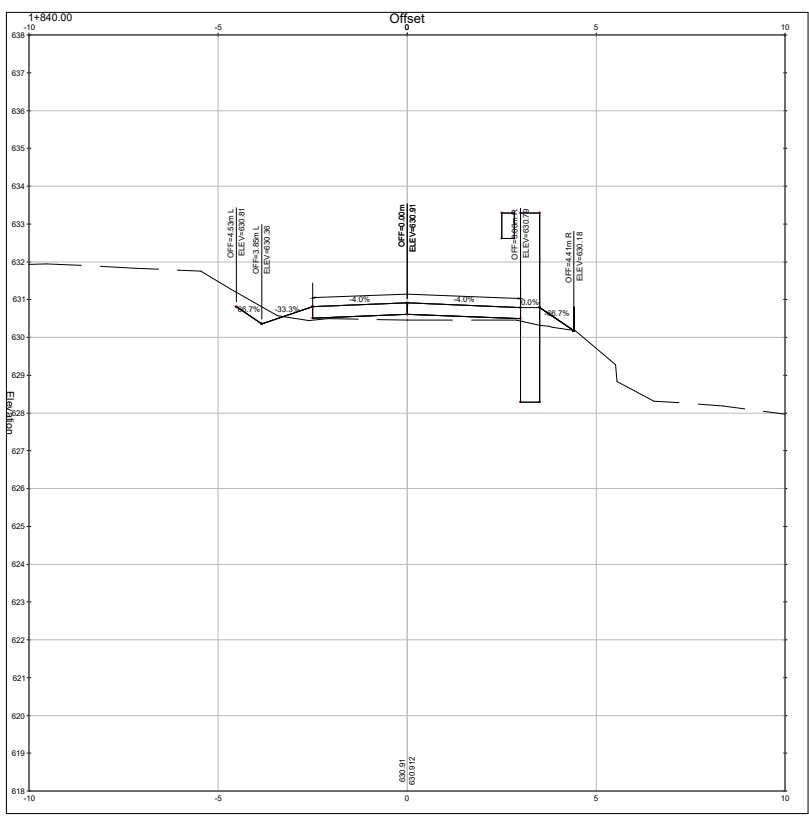
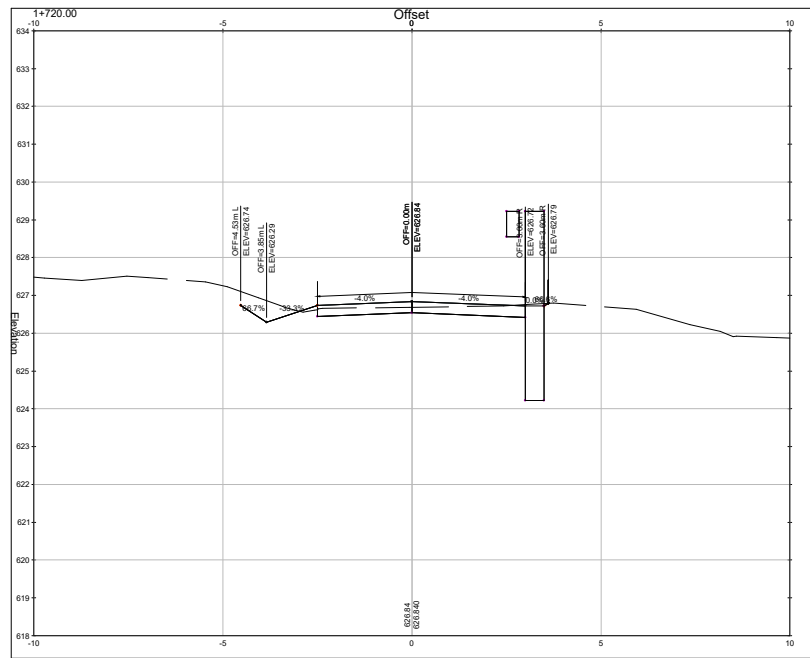
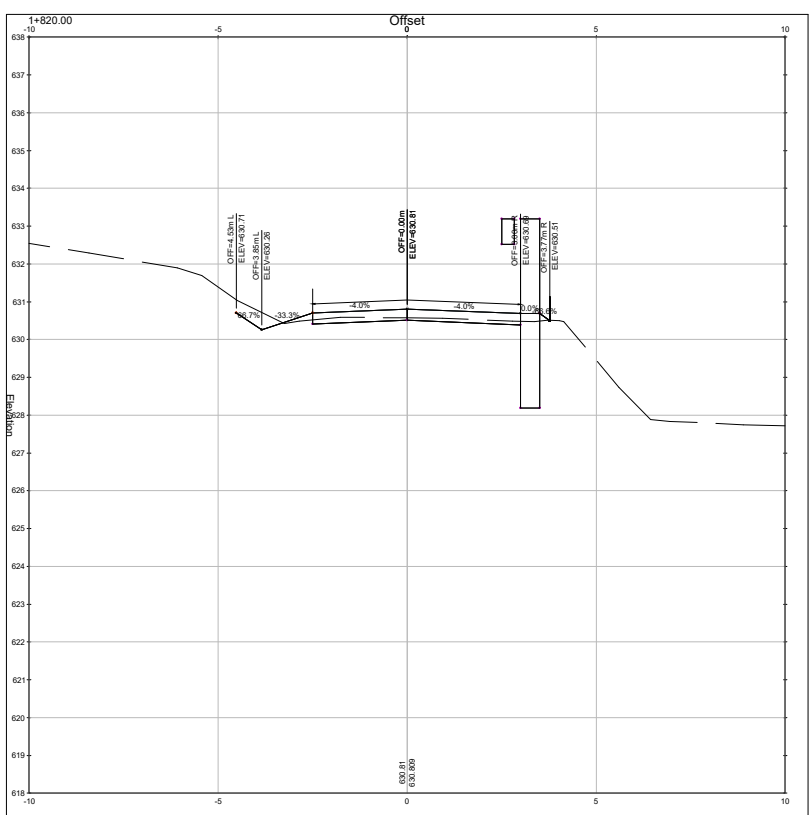
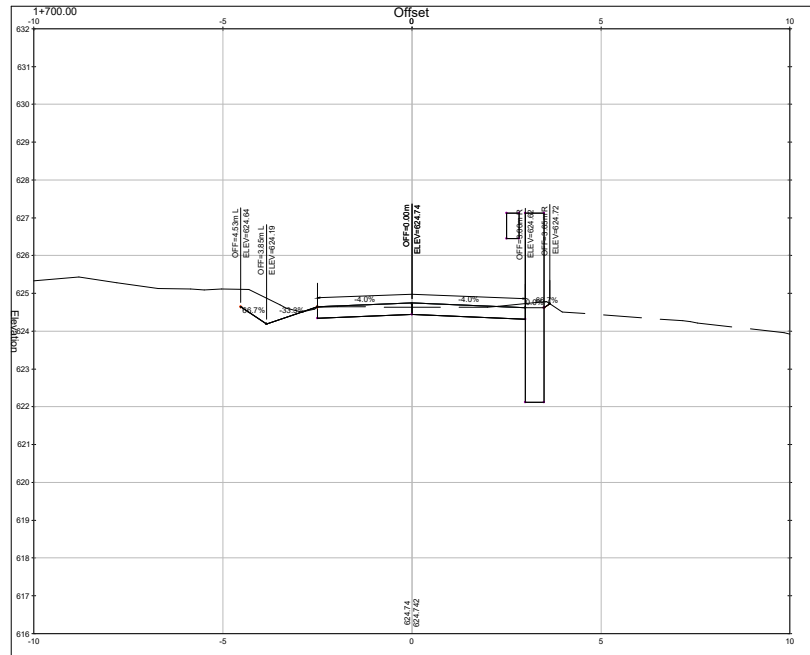
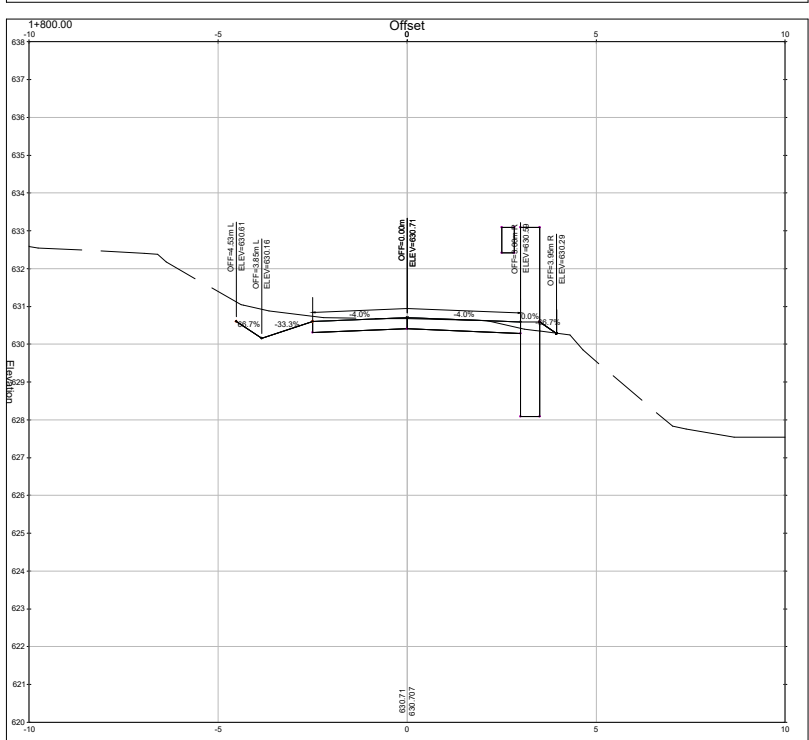
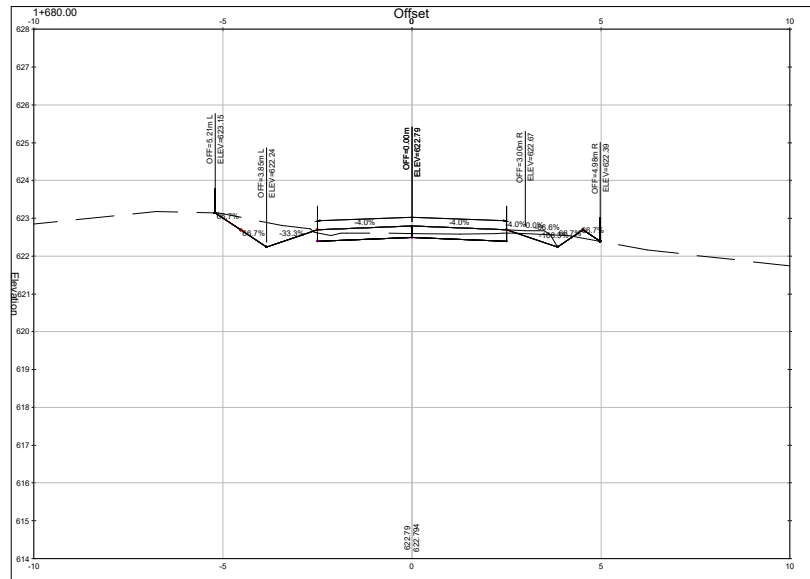
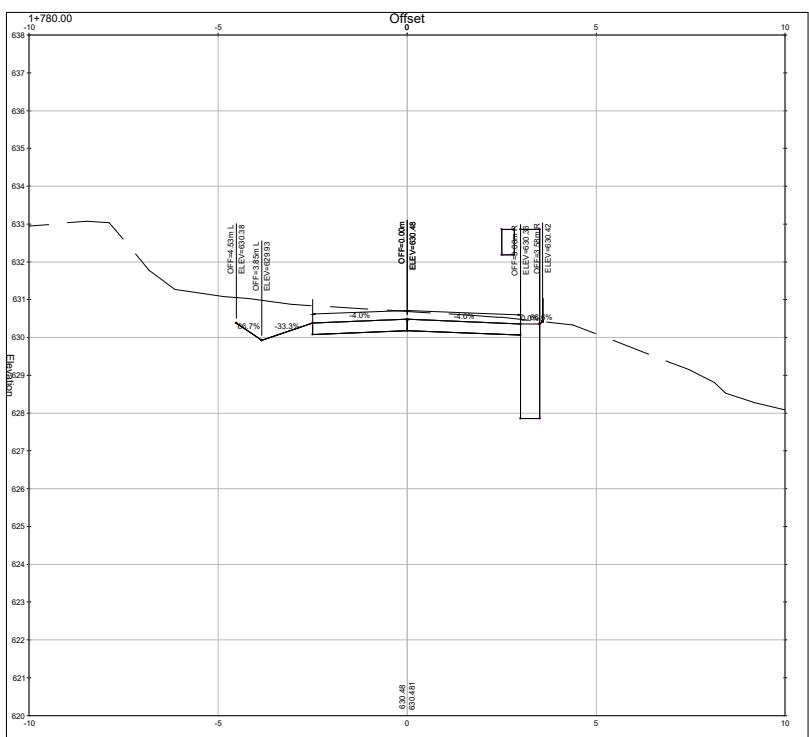
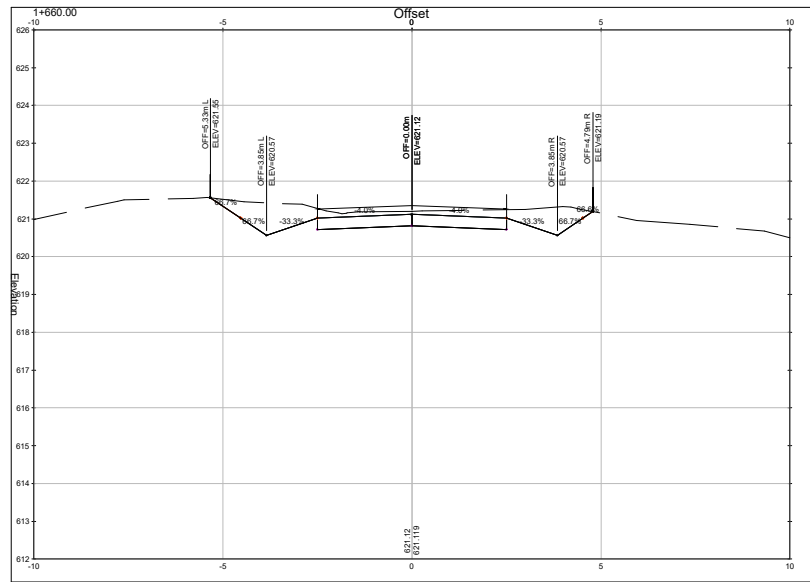
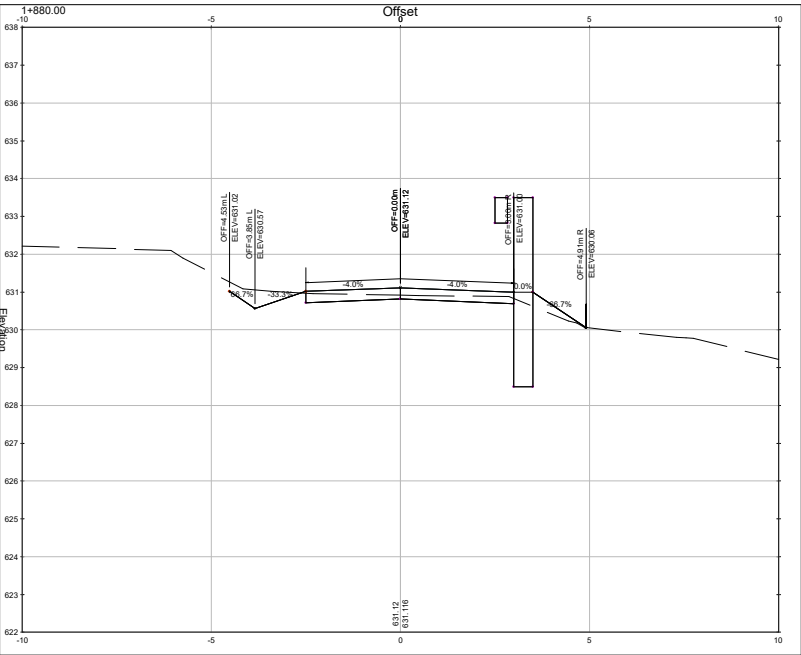
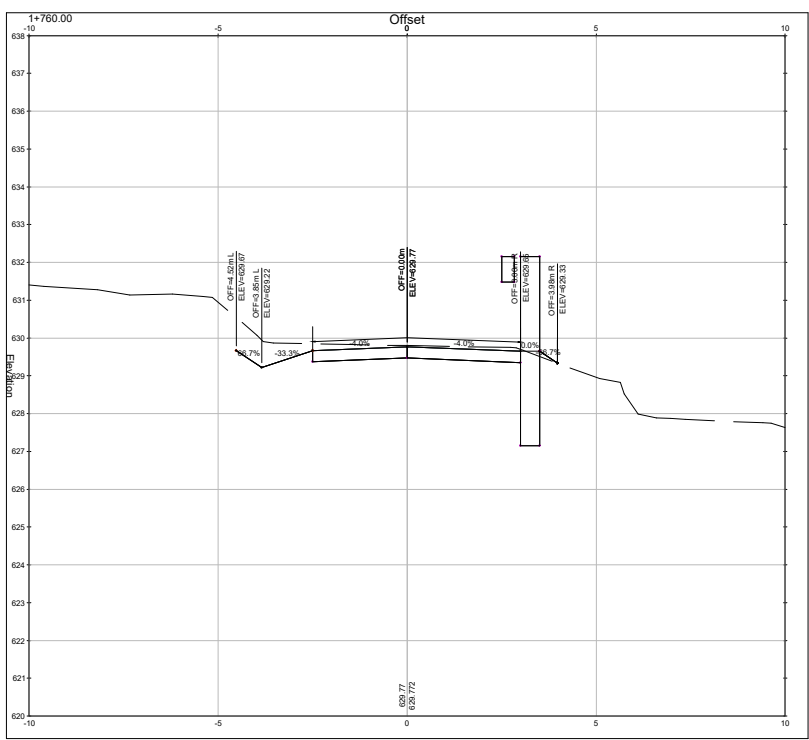
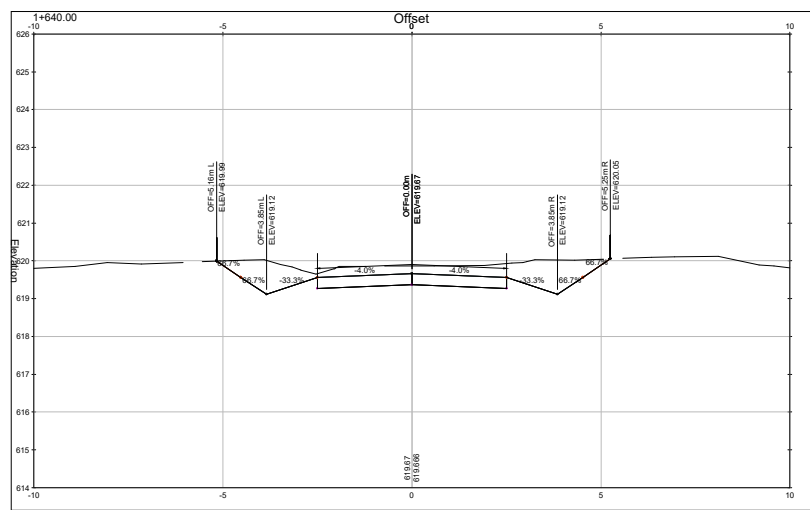
23A FLANDERS DRIVE
MOUNT EDGEMORE
DURBAN
SOUTH AFRICA 4302
TEL: +27 (0)31 535 8000
FAX: +27 (0)31 535 8010
e-mail: mail@boschprojects.co.za
website: www.boschprojects.co.za

DRAWN	A LACHMAN	CHECKED	P.NAIDOO
CIVIL ENGINEER	A LACHMAN	STRUCTURAL ENGINEER	N/A
ARCHITECT	N/A	PAVEMENTS ENGINEER	C.KROEGER
MECHANICAL ENGINEER	N/A	PROJECT SPONSOR	G.HUGHES
PROJECT MANAGER	A LACHMAN	DIVISIONAL MANAGER	P. NAIDOO

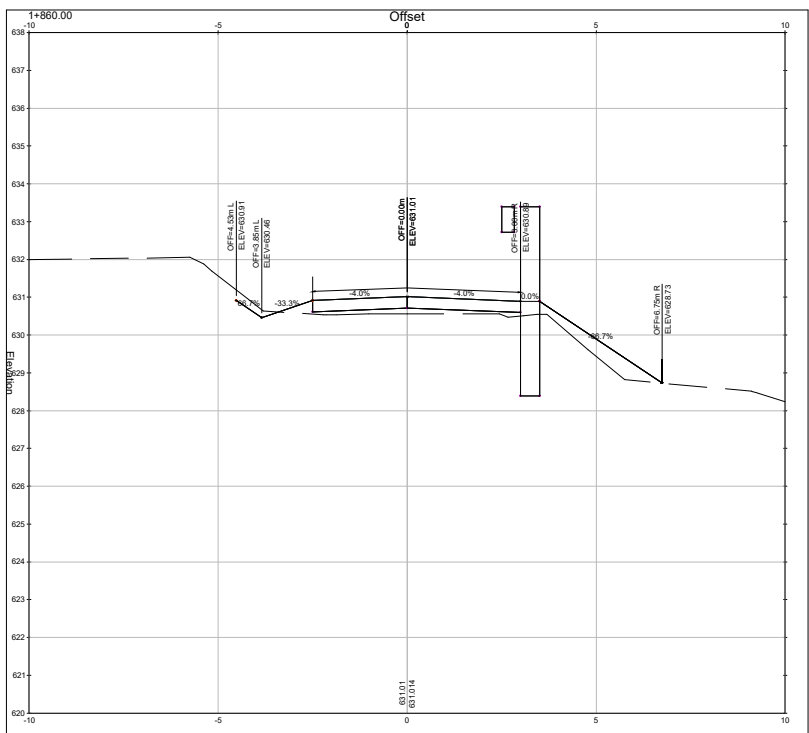
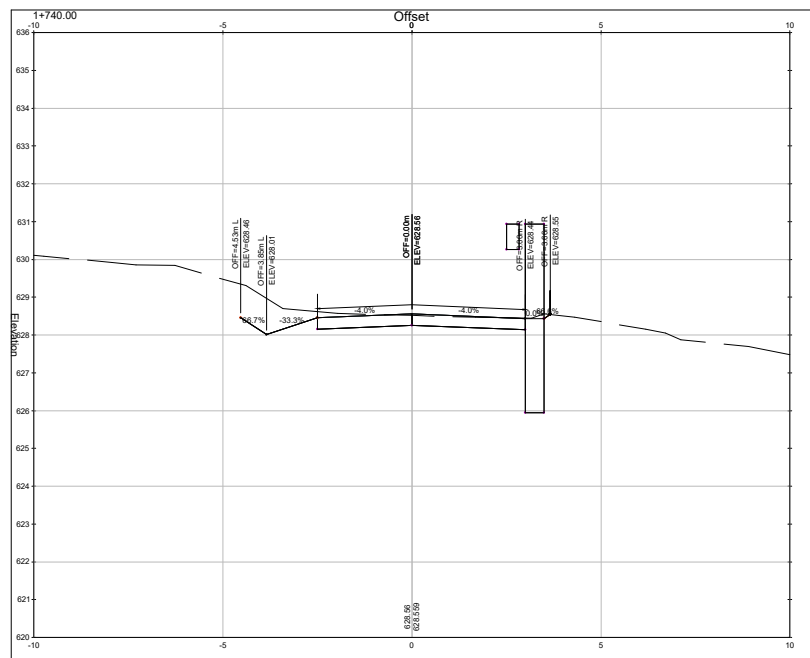
BHAIYIA ACCESS ROAD DETAIL DESIGN

CROSS SECTIONS
SHEET 2 OF 3

SCALE	HORIZ 1:200 ; VERT 1:200	DATE	26-11-2024
DRAWING NUMBER	11153-4-RCS-0003	SIZE	A0
		REVISION	4



TYPE : PIPE		SIZE : 600 Ø	
NO : 6		CLASS : 100D	
SKEW : 0°		LENGTH : 10.98	
		LEFT INVERT RIGHT	
OFFSET	LEVEL	OFFSET	LEVEL
3.660	626.370	7.320	626.036



4	PN	ISSUED FOR TENDER	03/02/2025
3	AL	DETAIL DESIGN FOR FOR CLIENT APPROVAL	11-12-24
2	AL	FOR CLIENT REVIEW	04-12-24
1	AL	FOR INTERNAL REVIEW	26-11-24
REV	BY	DESCRIPTION	DATE

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PROJECTS
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23A FLANDERS DRIVE
MOUNT EDGECLIFF
DURBAN
SOUTH AFRICA, 4302

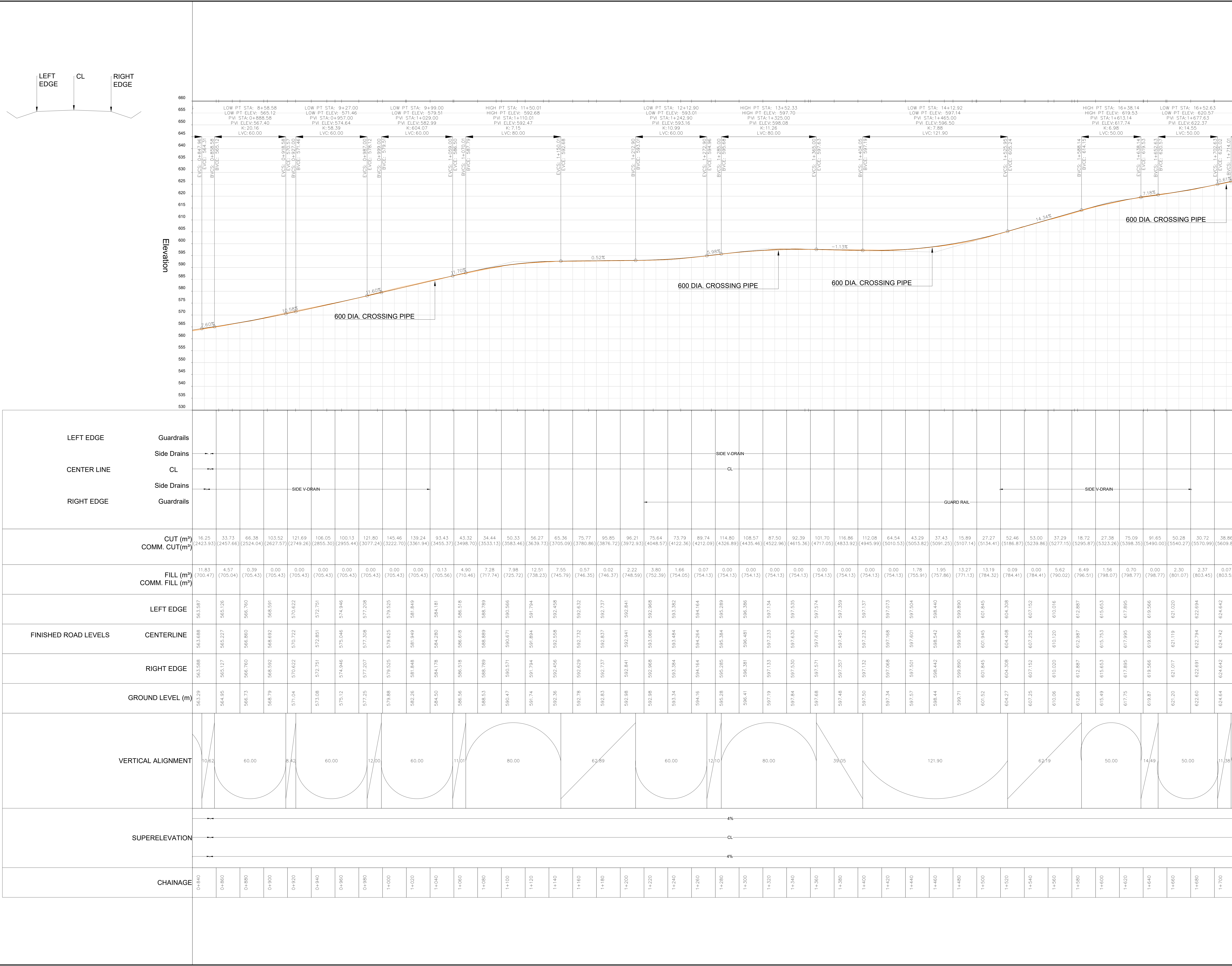
TEL: +27 (0)31 535 8000
FAX: +27 (0)31 535 8010
e-mail: mail@boschprojects.co.za
website: www.boschprojects.co.za

DRAWN	A. LACHMAN	CHECKED	P. NAIDOO
CIVIL ENGINEER	A. LACHMAN	STRUCTURAL ENGINEER	N/A
ARCHITECT	N/A	PAVEMENTS ENGINEER	C. KROEGER
MECHANICAL ENGINEER	N/A	PROJECT SPONSOR	G. HUGHES
PROJECT MANAGER	A. LACHMAN	DIVISIONAL MANAGER	P. NAIDOO

BHAIYIYA ACCESS ROAD DETAIL DESIGN

CROSS SECTIONS
SHEET 3 OF 3

SCALE	HORIZ 1:200 ; VERT 1:200	DATE	26-11-2024
DRAWING NUMBER	11153-4-RCS-0004	SIZE	A0
		REVISION	4



CIVIL NOTES:

- ALL WORK TO BE CARRIED OUT IN ACCORDANCE WITH THE RELEVANT SABS 1200 SPECIFICATIONS.
- ALL EXISTING SERVICES TO BE PROVIDED PRIOR TO WORK COMMENCING. ANY EXISTING SERVICE THAT IS DAMAGED BY THE CONTRACTOR AND IS SHOWN ON THE CONSTRUCTION DRAWINGS OR INDICATED TO THE CONTRACTOR ON SITE BY THE TEAM MUST BE REPAIRED BY THE CONTRACTOR AT HIS OWN COST.
- ALL POSITIONS, LEVELS AND TIE IN POINTS ARE TO BE CONFIRMED ON SITE PRIOR TO CONSTRUCTION AND ANY DISCREPANCIES ARE TO BE BROUGHT TO THE ATTENTION OF THE ENGINEER IMMEDIATELY.
- THE GROUND IMMEDIATELY ADJACENT TO THE BUILDING SHALL SHARPEN AWAY FROM THE STRUCTURE BEYOND (MINIMUM 1:200).
- WAYLEAVE APPLICATION TO BE SUBMITTED TO RELEVANT AUTHORITIES FOR APPROVAL OF THE FOLLOWING AFFECTED SERVICES RELOCATION PLAN:
 - WATER
 - SEWER
 - STORM WATER
 - ELECTRICAL
 - TELECOMMUNICATIONS
- BEDDING TO SUIT FLEXIBLE PIPES.
- PIPES TO BE INSTALLED WITH ALL COUPLINGS AND FITTINGS AND TO BE TESTED AND DISINFECTED.
- MINIMUM COVER TO PIPES TO BE 800mm ALONG PLATFORMS AND 1200mm WITHIN ROADWAYS.

SEWER

- ALL SEWER PIPES ARE 180 / 200 NOMINAL DIAMETER CLASS 34 HEAVY DUTY UPVC PIPES.
- ALL SEWER PIPES TO BE LAID ON CLASS B BEDDING.
- ALL SEWER PIPES TO COMPLY WITH SANS 1601 STANDARDS.
- CONCRETE ENCASED WITH 150mm 30MPA CONCRETE ALL ROUND TO
- SEWER PIPES IN PARKING AREAS ROAD CROSSING TO BE
- WHERE COVER OVER PIPES IS LESS THAN 500mm ON ALL LINES

STORMWATER NOTES

- ALL STORMWATER PIPES UP TO 2500 TO BE HEAVY DUTY CLASS 34 UPVC OR SIMILAR APPROVED. LARGER PIPES TO BE CLASS 750 CONCRETE PIPES.
- ALL CONCRETE STORMWATER PIPES UNDER ROADWAY TO BE CLASS 1800.
- MANHOLES AND INLETS ON WALKWAYS AND PAVED AREAS TO BE CONSTRUCTED FLUSH TO FINISH GROUND LEVEL.
- MIN FALL TO BE 1:80.
- GRADES BETWEEN MANHOLES TO BE CONSTANT.
- VORAGES TO HAVE A MINIMUM SLOPE OF 1:20.
- FOR GRADES STEEPER THAN 1:10 ANCHOR BLOCKS MUST BE PROVIDED AT EVERY 8TH JOINT.

REV

BY

DESCRIPTION

DATE

4

PN

ISSUED FOR TENDER

03-03-2025

3

AL

DETAIL DESIGN FOR CLIENT APPROVAL

11-12-24

2

AL

FOR CLIENT REVIEW

04-12-24

1

AL

FOR INTERNAL REVIEW

26-11-24

DRG. No.

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23A FLAMERS DRIVE
MOUNT EDGECOMBE
DURBAN
SOUTH AFRICA, 4002

TEL: +27 (0)31 526 6000
FAX: +27 (0)31 526 6016
e-mail: info@boschprojects.co.za
website: www.boschprojects.co.za

ISO 9001:2015

CERTIFIED

DRAWN

A LACHMAN

CHECKED

P.NAIDOO

CIVIL ENGINEER

A LACHMAN

STRUCTURAL ENGINEER

N/A

ARCHITECT

N/A

PAVEMENTS ENGINEER

C.KROEGER

MECHANICAL ENGINEER

N/A

PROJECT SPONSOR

G.HUGES

PROJECT MANAGER

A LACHMAN

DIVISIONAL MANAGER

P. NAIDOO

BHAIYYA ACCESS ROAD TENDER DRAWING

ROAD LONG SECTIONS

SCALE

AS SHOWN

DATE

11-12-2024

DRAWING NUMBER

11153-4-RLS-0002

SIZE

A0

REVISION

4