

THE MSUNDUZI MUNICIPALITY



HEAD: SUPPLY CHAIN MANAGEMENT
MRS D. N. GAMBU

333 Church Street, Private Bag X205, Pietermaritzburg, 3200
Telephone No. 033 – 392 2597

CONTRACT No. SCM 18 OF 26/27

REHABILITATION OF ROADS VULINDLELA WARD 1 - SHANGE ROAD

(Upgrade of approximately 800 m of Shange Road, KwaMpumuza, Ward 1, from gravel to asphalt-surfaced standard, including stormwater and subsoil drainage and a three-cell cast in-situ reinforced concrete box culvert)

CIDB CONTRACTOR GRADING DESIGNATION: 6CE OR HIGHER

Tenderer's Name:			
Postal Address:			
Postal Code:		Contact Person:	
Tel. No.:		Cell. No.:	
E-mail Address:			
CSD Number:	MAAA	Tax Ref. Number:	
CIDB CRS Number:		CIDB Grade:	

Tenders contained in sealed envelopes and marked with “**CONTRACT No. SCM 18 OF 26/27**” and the **Contract Description** must be placed in the Msunduzi Municipality's Central Stores, 2 Abattoir Road (off Kershaw Street), Pietermaritzburg, 3201, not later than **12h00 on Friday, 27 November 2026**, when they will be opened in public. **Only Tenders placed in the Tender Box before the closing time above will be accepted.**

TENDERED AMOUNT (INCLUDING VAT): R _____

Issued by: THE MSUNDUZI MUNICIPALITY Supply Chain Management Unit 5th Floor, A S Chetty Centre, 333 Church Street Pietermaritzburg, 3201 Tel: 033 392 2597	Prepared by: Mzibani Consulting Engineers (Pty) Ltd 688 Karee Drive, Carlswald North Lifestyle Estate Midrand, 1682 Tel: 011 702 1039 E-mail: admin@mzibani.co.za
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Colour coding of this document (CIDB Standard for Uniformity in Construction Procurement). The parts of this document are printed on the coloured pages indicated below, and the entries in the Contents are shaded in the same colours. Tenderers who download the document are requested to print each part on paper of the corresponding colour.

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Yellow	Part T2: Returnable Documents, and Part C2: Pricing Data (Bill of Quantities)
Pink	Part C1: Agreements and Contract Data
Blue	Part C3: Scope of Work (Project and Particular Specifications)
Green	Part C4: Site Information and Part C5: Drawings

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GLOSSARY OF TERMS AND ABBREVIATIONS

The following abbreviations and terms are used in this document. Defined terms in the General Conditions of Contract for Construction Works, Third Edition (2015) have the meanings given there; the Msunduzi Municipality's standard definitions are given in T1.2.4.3.

Abbreviations and acronyms

Abbreviation	Meaning
BCCEI	Bargaining Council for the Civil Engineering Industry
BOQ	Bill of Quantities (C2.2)
BSC	Bid Specification Committee of the Msunduzi Municipality
CBR	California Bearing Ratio
CIDB	Construction Industry Development Board
CIPC	Companies and Intellectual Property Commission
CLO	Community Liaison Officer
COID Act	Compensation for Occupational Injuries and Diseases Act, 1993 (Act No. 130 of 1993)
COLTO	Committee of Land Transport Officials; "COLTO 1998" means the COLTO Standard Specifications for Road and Bridge Works for State Road Authorities, 1998 edition
COTO	Committee of Transport Officials; "COTO 2020" means the COTO Standard Specifications for Road and Bridge Works for South African Road Authorities (Draft Standard, October 2020)
CPG	Contract Participation Goal
CRS	CIDB Register of Contractors number
CSD	National Treasury Central Supplier Database
DLP	Defects Liability Period
ECO	Environmental Control Officer
ECSA	Engineering Council of South Africa
EME / QSE	Exempted Micro Enterprise / Qualifying Small Enterprise
EMPr	Environmental Management Programme (Part C of C3.3)
EPWP	Expanded Public Works Programme
FRL	Finished Road Level
GCC 2015	General Conditions of Contract for Construction Works, Third Edition (2015), published by SAICE
LIC	Labour-intensive construction
MBD	Municipal Bidding Document (National Treasury standard form)
MFMA	Local Government: Municipal Finance Management Act, 2003 (Act No. 56 of 2003)
Mod AASHTO	Modified AASHTO maximum dry density (compaction reference density)
NQF	National Qualifications Framework
OHS Act	Occupational Health and Safety Act, 1993 (Act No. 85 of 1993)
PPPFA	Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000)
PSC	Project Steering Committee
SACPCMP	South African Council for the Project and Construction Management Professions
SANS	South African National Standard
SARS	South African Revenue Service

Abbreviation	Meaning
SARTSM	Southern African Road Traffic Signs Manual
SCM	Supply Chain Management
SLA	Service Level Agreement
TMH / TRH	Technical Methods for Highways / Technical Recommendations for Highways
VAT	Value Added Tax

Glossary of terms

Term	Meaning in this document
Council / Employer	The Msunduzi Municipality.
Employer's Agent / Engineer	The consulting engineering firm appointed by the Municipality to design, administer, supervise and manage the Contract, acting through its authorised representative (Clause 1.1.1.16 of GCC 2015; see C1.2.2).
Service Provider / Tenderer / Contractor	The person, firm or company submitting a tender and, after award, the party whose tender has been accepted.
Project Champion	The Municipality's official responsible for technical enquiries and for representing the Employer on the project (see T1.2.3, F.1.4).
Data Sheet	A returnable schedule bound into T2.2 that the tenderer must complete and sign.
Functionality	The ability of a tenderer to provide the works in accordance with the specifications, scored in Stage One of the evaluation (T1.2.3, F.3.11).
Specific goals	The goals for which preference points are awarded in Stage Two of the evaluation in terms of the Preferential Procurement Regulations, 2022.
Lump sum	An amount tendered for an item, the extent of which is described in the Bill of Quantities, the specifications or elsewhere, but the quantity of work of which is not measured in any units (see T1.2.4.3).
Provisional sum	A sum included in the Contract and so designated in the Bill of Quantities, which may be used in whole, in part or not at all on the instruction of the Employer's Agent (see T1.2.4.3 and Clause 6.6 of GCC 2015).
Prime cost sum	A sum provided in the Bill of Quantities for specific goods, materials or services to be supplied by a supplier or subcontractor selected on the instruction of the Employer's Agent, paid at the net amount actually paid plus the tendered percentage for handling costs and profit.
Rate only	An item for which no quantity is scheduled but for which the tenderer must insert a rate that will apply should the work be ordered.
Local emerging contractor / target area	As defined in clause C1.2.1.3 (Local Subcontracting and Local Procurement of Materials).
Major culvert	The three-cell cast in-situ reinforced concrete box culvert at chainage 0+410 (Schedule B of the Bill of Quantities).

GENERAL TENDER INFORMATION

Employer	The Msunduzi Municipality
Contract number	SCM 18 OF 26/27
Contract description	Rehabilitation of Roads Vulindlela Ward 1 - Shange Road
Tender advertised	Monday, 19 October 2026 (The Witness newspaper, the Council's website and the National Treasury eTender Publication Portal)
Tender documents available	From 14h00 on Wednesday, 21 October 2026: free download from www.etenders.gov.za , or printed copies from the Supply Chain Management Unit Offices, 5th Floor, A S Chetty Centre, 333 Church Street, Pietermaritzburg, at a non-refundable tender deposit fee of R1,376.98 (including VAT) per document (cash or EFT only)
Required CIDB contractor grading	6CE or higher
Compulsory tender briefing / site inspection	Thursday, 05 November 2026 at 10h00, Auditorium 1, 1st Floor, Bessie Head Library, 260 Church Street, Pietermaritzburg
Closing date and time	12h00 on Friday, 27 November 2026
Closing venue	Tender Box, Msunduzi Municipality's Central Stores, 2 Abattoir Road (off Kershaw Street), Pietermaritzburg, 3201 (coordinates -29.6126297; 30.3610014)
Tender validity period	four (4) calendar months commencing from the closing date of the tender
Evaluation	Mandatory requirements, followed by a Two Stage Evaluation System: Stage One - Functionality (minimum 72 of 110 points); Stage Two - 80/20 preference point system (price 80; specific goals 20)
Technical enquiries	Mr Martin McNamara, Senior Technologist (Roads and Transportation Unit) Tel: 033 392 2189 E-mail: martin.mcnamara@msunduzi.gov.za
Procurement enquiries	Vuyani Msimang (Supply Chain Management Sub-Unit) Tel: 033 392 2807 E-mail: vuyani.msimang@msunduzi.gov.za
Instructions	Tenders must be submitted both in hard copy and on CD/USB flash drive, in a sealed envelope marked with the contract number and contract description, completed in handwriting (black ink) or typed and originally signed in pen, and deposited in the Tender Box before the closing time. Late, faxed or e-mailed tenders will not be accepted.

TENDER SUBMISSION CHECKLIST

The Checklist below is attached hereto to assist Tenderers with the completion of the tender document. Tenderers are required to **TICK** the relevant boxes for verification purposes. Where information is not applicable to the tender, the symbols **N/A** must be inserted in the space provided.

It must be noted that the Council shall not be held liable for any loss or damage incurred to the Tenderer should the Tenderer fail to fulfil the requirements of the Tender.

No.	Description	Tenderer to Tick (✓)	For Official Use Only	
1	Has the Tender Document been completed in handwriting and all corrections counter-signed? (No correction fluid used)		D	
2	Has all tendered amounts been arithmetically checked and the correct total amounts carried forward to the Summary Page and the Form of Offer and Acceptance (C1.1)?			
3	Has all information as required in terms of the tender document been submitted with the tender?		D	
4	Has the compulsory "Site Inspection/Tender Briefing" meeting been attended and has the "Site Inspection/Tender Briefing" Certificate been completed and signed at the meeting?		D	
5	Have all Declarations contained in the Tender Document been completed and signed by the Tenderer, and before a Commissioner of Oaths (if applicable)?		D	
6	Has the Form of Offer and Acceptance (C1.1) been completed and signed?		D	
7	Is a valid Tax Clearance Status Verification Pin Certificate attached to the Tender Document?		D	
8	Has the CSD Registration Full Report (not summary report) and CSD Unique Registration Reference Number been submitted with the Tender Document?		D	
9	Does the price includes VAT regardless of VAT status of being a VAT or Non-Vat vendor all prices must include VAT			

***** D: Failure to comply with these Sections will prejudice the tender.**

Name of Tenderer : _____

Signature : _____

Date : _____

PART T1: TENDERING PROCEDURES

T1.1 TENDER NOTICE AND INVITATION TO TENDER

THE MSUNDUZI MUNICIPALITY
CONTRACT No. SCM 18 OF 26/27
REHABILITATION OF ROADS VULINDLELA WARD 1 - SHANGE ROAD
TENDER NOTICE

Tenders are hereby invited from suitably qualified and experienced Contractors for the Rehabilitation of Roads Vulindlela Ward 1 - Shange Road.

Only Contractors registered with the Construction Industry Development Board (CIDB) with a Contractor Grading of **6CE or higher** will be eligible to submit tenders.

Tender documents will be made available to tenderers from **14h00 on Wednesday, 21 October 2026**.

Tender documents can be downloaded and printed at the tenderer's cost from the National Treasury eTender Publication Portal on www.etenders.gov.za.

Printed copies of the tender documents shall also be available from the Supply Chain Management Unit Offices, 5th Floor, A S Chetty Centre, 333 Church Street, Pietermaritzburg, as from the abovementioned date and time, at a non-refundable tender deposit fee of **R1,376.98 (including VAT)** for each document drawn. Only cash or EFT payments will be accepted.

For any technical enquiries regarding the Specifications, please contact Martin McNamara (Roads and Transportation Unit) on either Contact No. 033 392 2189 or e-mail martin.mcnamara@msunduzi.gov.za.

For any procurement related enquiries, please contact Vuyani Msimang (Supply Chain Management Sub-Unit) on direct Telephone No. 033 - 392 2807 or e-mail address vuyani.msimang@msunduzi.gov.za.

A compulsory Tender Briefing/Site Inspection will be held on **Thursday, 05 November 2026**, at the Auditorium 1, 1st Floor, Bessie Head Library, 260 Church Street, Pietermaritzburg, commencing at **10h00**.

Tenders must be submitted both in hard copy and on CD/USB Flash Drive contained in sealed envelopes and marked with "SCM 18 OF 26/27" and the Contract Description must be placed in the Tender Box located at the Msunduzi Municipality's Central Stores, 2 Abattoir Road (off Kershaw Street), Pietermaritzburg, 3201 (coordinates -29.6126297; 30.3610014), not later than **12h00 on Friday, 27 November 2026**, when they will be publicly opened. Only tenders placed in the Tender Box shall be accepted.

Tender Validity Period: four (4) calendar months commencing from the closing date of tender.

Tender Adjudication/Evaluation Criteria: Tenderers meeting the Mandatory Requirements of the tender shall be evaluated using a Two Stage Evaluation System - Stage One: Functionality and Stage Two: 80/20 Point System in accordance with the Msunduzi Municipality's Supply Chain Management Policy (incorporating Preferential Procurement) as prescribed in terms of the Preferential Procurement Regulations 2022, pertaining to the Preferential Procurement Policy Framework Act, Act No. 5 of 2000.

The Functionality for Stage One shall be evaluated on the following criteria:

No.	Evaluation Criteria	Maximum Points
1.	Key Personnel	60 Points (1a)+(1b)+(1c)
1(a)	Contracts Manager - Experience: Years of Post-Registration Experience in Road Projects	25 Points
1(b)	Construction Manager (Senior Site Agent) - Experience: Years of Post-Qualification Experience in Road Construction	20 Points
1(c)	Foreman / Supervisor - Years of Road Upgrade Experience	15 Points
2.	Tenderers Road Upgrade Projects Experience - Number of Completed Road Rehabilitation, Road Upgrade, Road Reseal or Bridge Construction Projects with a contract value exceeding R3 000 000 (Excluding VAT)	50 Points
Total Functionality Points		110 Points
Minimum Threshold		65.5% (72 Points)

The allocation of Preference Points will be according to the following Specific Goals:

Specific goals	Maximum points awarded
Black Owned Enterprise A "black-owned enterprise" with at least 51% South African black ownership and/or more than 51% management control by South African black people. <i>[Verified on CSD]</i>	10
Locality of the Business Within Msunduzi Municipality	10
Within uMgungundlovu District (outside Msunduzi)	5
Outside uMgungundlovu District	0
Bidders are to submit a lease agreement or Municipal Account to claim the locality points above. Failure to submit the above will result in zero (0) points being awarded per goal.	
Total points awarded	20

The Msunduzi Municipality does not bind itself to accept the lowest or any tender and reserves the right to accept the whole or any part of a tender. Each tenderer will be informed of the tender result.

The Msunduzi Municipality expects businesses within the Pietermaritzburg and Midlands Region to support its contract and BEE/SMME initiatives.

SF MNDEBELE (MUNICIPAL MANAGER)

T1.2 TENDER DATA

T1.2.1 General

The conditions of tender are the Standard Conditions of Tender as contained in Annex F of the Construction Industry Development Board (CIDB) Standard for Uniformity in Construction Procurement (Board Notice 423 of 2019, Government Gazette No. 42622 of 8 August 2019) (see www.cidb.org.za), which are reproduced in T1.2.2 for the convenience of tenderers. In the event of any discrepancy between the reproduction in T1.2.2 and the gazetted text, the gazetted text shall prevail.

The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data (T1.2.3 and T1.2.4) shall take precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender.

The Msunduzi Municipality's own Standard Conditions of Tender, Legislation section and Definitions, which the Municipality applies to all of its tenders, are incorporated as Additional Conditions of Tender in T1.2.4. Where the terms "Service Provider" or "Council" are used in those conditions they mean the tenderer (or, after award, the Contractor) and the Employer respectively, and "Engineer" means the Employer's Agent as defined in the General Conditions of Contract for Construction Works, Third Edition (2015). References in those conditions to the "Tender Form" are references to the Form of Offer and Acceptance in C1.1; no separate tender form is used in this tender.

T1.2.2 Standard Conditions of Tender

Note: These Standard Conditions of Tender are those contained in Annex F of the CIDB Standard for Uniformity in Construction Procurement (August 2019 edition). Clauses F.1.6.2 and F.1.6.3 (competitive negotiation and two-stage proposal procedures) are not applicable to this tender and are noted by title only.

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

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.1.6. Procurement procedures

- F.1.6.1. **General.** Unless otherwise stated in the tender data, a contract will, subject to F.3.13, be concluded with the tenderer who in terms of F.3.11 is the highest ranked or the tenderer scoring the highest number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders.
- F.1.6.2. **Competitive negotiation procedure.** Not applicable to this tender (refer to the CIDB Standard for Uniformity for the text of this clause).
- F.1.6.3. **Proposal procedure using the two stage-system.** Not applicable to this tender (refer to the CIDB Standard for Uniformity for the text of this clause).

F.2 TENDERER'S OBLIGATIONS

F.2.1. Eligibility

- F.2.1.1. *Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with the employer.*
- F.2.1.2. *Notify the employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the employer's written approval to do so prior to the closing time for tenders.*

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. Opening of Tender Submissions

- F.3.4.1. *Unless the two-envelope system is to be followed, open valid tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.*
- F.3.4.2. *Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices, preferences claimed and time for completion for the main tender offer only.*
- F.3.4.3. *Make available the record outlined in F.3.4.2 to all interested persons upon request.*

F.3.5. Two-envelope system

- F.3.5.1. *Where stated in the tender data that a two-envelope system is to be followed, open only the technical proposal of valid tenders in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data and announce the name of each tenderer whose technical proposal is opened.*
- F.3.5.2. *Evaluate the quality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the quality evaluation more than the minimum number of points for quality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any points claimed on BBBEE status level. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for quality.*

F.3.6. 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.3.7. 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.3.8. Test for Responsiveness

- F.3.8.1. *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.3.8.2. *A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:*

- 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.3.9. Arithmetical Errors, Omissions and Discrepancies

F.3.9.1. *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.3.9.2. *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.3.11 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.3.9.3. *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.3.9.4. *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.3.10. 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.3.11. Evaluation of tender offers

F.3.11.1. General. Appoint an evaluation panel of not less than three persons. Reduce each responsive tender offer to a comparative offer and evaluate them using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.

F.3.11.2. Method 1: Financial offer. In the case of a financial offer:

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

F.3.11.3. Method 2: Financial offer and preference. In the case of a financial offer and preferences:

- a) Score each tender in respect of the financial offer made and preferences claimed, if any, in accordance with the provisions of F.3.11.7 and F.3.11.8.
- b) Calculate the total number of tender evaluation points (T_{EV}) in accordance with the following formula: $T_{EV} = N_{FO} + N_P$, where N_{FO} is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7 and N_P is the number of tender evaluation points awarded for preferences claimed in accordance with F.3.11.8.
- c) Rank tender offers from the highest number of tender evaluation points to the lowest.
- d) Recommend the tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- e) Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points, and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this subclause is repeated.

F.3.11.4. Method 3: Financial offer and quality. In the case of a financial offer and quality:

- a) Score each tender in respect of the financial offer made and the quality offered in accordance with the provisions of F.3.11.7 and F.3.11.9, rejecting all tender offers that fail to score the minimum number of points for quality stated in the tender data, if any.
- b) Calculate the total number of tender evaluation points (T_{EV}) in accordance with the following formula: $T_{EV} = N_{FO} + N_Q$, where N_{FO} is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7 and N_Q is the number of tender evaluation points awarded for quality offered in accordance with F.3.11.9.
- c) Rank tender offers from the highest number of tender evaluation points to the lowest.
- d) Recommend the tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- e) Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this subclause is repeated.

F.3.11.5. Method 4: Financial offer, quality and preferences. In the case of a financial offer, quality and preferences:

- a) Score each tender in respect of the financial offer made, preference claimed, if any, and the quality offered in accordance with the provisions of F.3.11.7 to F.3.11.9, rejecting all tender offers that fail to score the minimum number of points for quality stated in the tender data, if any.
- b) Calculate the total number of tender evaluation points (T_{EV}) in accordance with the following formula, unless otherwise stated in the tender data: $T_{EV} = N_{FO} + N_P + N_Q$, where N_{FO} , N_P and N_Q are the numbers of tender evaluation points awarded for the financial offer, for preferences claimed and for quality offered in accordance with F.3.11.7, F.3.11.8 and F.3.11.9 respectively.
- c) Rank tender offers from the highest number of tender evaluation points to the lowest.
- d) Recommend the tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- e) Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this subclause is repeated.

F.3.11.6. **Decimal places.** Score financial offers, preferences and quality, as relevant, to two decimal places.

F.3.11.7. **Scoring financial offers.** 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; and 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	$A = (1 + (P - P_m) / P_m)$	$A = P / P_m$
2	Lowest price or percentage commission / fee	$A = (1 - (P - P_m) / P_m)$	$A = P_m / P$
^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.3.11.8. **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.3.11.9. **Scoring quality.** Score each of the criteria and subcriteria 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: $N_Q = W_2 \times S_o / M_s$, 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.3.12. 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.3.13. 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.3.14. Prepare Contract Documents

F.3.14.1. *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.3.14.2. *Complete the Schedule of Deviations attached to the Form of Offer and Acceptance, if any.*

F.3.15. 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.3.16. Notice to unsuccessful tenderers

F.3.16.1. *Notify the successful tenderer of the employer's acceptance of his tender offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the tender data, or agreed additional period.*

F.3.16.2. *After the successful tenderer has been notified of the employer's acceptance of the tender, notify other tenderers that their tender offers have not been accepted.*

F.3.17. 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.3.18. 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.

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	500 000
2 (class of construction works)	2	1 000 000
3 (class of construction works)	3	3 000 000
4 (class of construction works)	4	6 000 000
5 (class of construction works)	5	10 000 000
6 (class of construction works)	6	20 000 000
7 (class of construction works)	7	60 000 000
8 (class of construction works)	8	200 000 000
9 (class of construction works)	9	No limit

The class of construction works applicable to this tender is CE (Civil Engineering).

T1.2.3 Variations to the Standard Conditions of Tender

Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender (T1.2.2) to which it mainly applies. The following variations, amendments and additions to the Standard Conditions of Tender shall apply to this tender.

F.1.1 Actions

The Employer is THE MSUNDUZI MUNICIPALITY ("the Council"), acting through its Head: Supply Chain Management, Mrs D. N. Gambu, 333 Church Street (Private Bag X205), Pietermaritzburg, 3200, Telephone No. 033 - 392 2597.

F.1.2 Tender documents

The following documents form part of this tender by reference. They are not issued to tenderers but are available from the issuing bodies:

1. The COLTO Standard Specifications for Road and Bridge Works for State Road Authorities, 1998 edition, and, for the measurement and payment of Schedule B (major culvert) only, Chapters 11 and 13 of the COTO Standard Specifications for Road and Bridge Works for South African Road Authorities (Draft Standard, October 2020), as set out in C3.1.
2. CIDB Standard for Uniformity in Construction Procurement, Annex F: Standard Conditions of Tender (Board Notice 423 of 2019, Government Gazette No. 42622 of 8 August 2019).
3. General Conditions of Contract for Construction Works, Third Edition (2015), published by the South African Institution of Civil Engineering (SAICE) ("GCC 2015").
4. The Occupational Health and Safety Act, 1993 (Act No. 85 of 1993) and the Construction Regulations, 2014.
5. SANS 1921-1: Construction and management requirements for works contracts, Part 1: General engineering and construction works.
6. The Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000) and the Preferential Procurement Regulations, 2022 (Government Notice No. 2721, Government Gazette No. 47452 of 4 November 2022).
7. The Local Government: Municipal Finance Management Act, 2003 (Act No. 56 of 2003), the Municipal Supply Chain Management Regulations (Government Notice 868 of 2005) and the Msunduzi Municipality's Supply Chain Management Policy (incorporating Preferential Procurement).
8. CIDB Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts (Notice No. 1239 of 2017, Government Gazette No. 41237 of 10 November 2017).

The following project documents are available for inspection by arrangement with the Project Champion and do not form part of the Contract: the Detailed Design Report (ECSA Stage 3), Document No. KZN/10/2025-RDS-01-DOC-03, including Annexure F (Detailed Drainage Design Report for the major culvert), and the Geotechnical Investigation Report (Gevorkyan Geophysics (Pty) Ltd, Report GG001-26.R01, Revision 0, 13 February 2026).

The tender documents issued by the Employer comprise:

Volume 1: The Tender Document (this document), which must be returned to the Employer in its entirety when submitting a tender offer and in which the following is bound:

The Tender: Part T1: Tendering Procedures (T1.1 Tender Notice and Invitation to Tender; T1.2 Tender Data) and Part T2: Returnable Documents (T2.1 List of Returnable Documents; T2.2 Returnable Schedules).

The Contract: Part C1: Agreements and Contract Data (C1.1 to C1.6); 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; Part C5: Drawings.

Volume 2: Drawings, as listed in C5.1.

F.1.4 Communication and Employer's agent

Attention is drawn to the fact that verbal information given by the Employer or its agents during the tender briefing/site inspection 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.

For the purposes of the tender, communication shall be addressed to:

Technical enquiries (Project Champion)	Mr Martin McNamara, Senior Technologist, Roads and Transportation Unit Tel: 033 392 2189 E-mail: martin.mcnamara@msunduzi.gov.za
Procurement enquiries	Vuyani Msimang, Supply Chain Management Sub-Unit Tel: 033 392 2807 E-mail: vuyani.msimang@msunduzi.gov.za

The Employer's Agent for the administration of the Contract is Mzibani Consulting Engineers (Pty) Ltd (see C1.2.2). Tenderers shall not communicate with any member of the Council or Council employee on a question affecting the award of the contract between the closing date and the notification of the successful tenderer (see T1.2.4.1, clause 4).

F.2.1 Eligibility

Only those tenderers who satisfy the following **mandatory requirements** are eligible to have their tenders evaluated. Failure to meet any mandatory requirement, or to submit the documentary proof listed, will result in the tender being declared non-responsive:

Mandatory requirement	Requirement and documentary proof
Minimum CIDB grading	The bidder must be registered with the CIDB with a minimum contractor grading designation of 6CE or higher . CIDB registration must be active throughout the adjudication process; only a valid CRS number will be considered. Documentary proof: CIDB CRS printout showing valid 6CE registration or higher (Data Sheet 11).
Contracts Manager	Minimum qualification: must be professionally registered with ECSA or SACPCMP as (Pr Eng / Pr Tech Eng / Pr Techni / Pr CPM / Pr CM). Registration must be active and valid at the closing date. Documentary proof: certified copies of qualification(s) and of professional registration certificate(s) (Data Sheet 14).
Construction Manager (Senior Site Agent)	Minimum qualification: LIC NQF 5 "Manage Labour-Intensive Construction Processes", or Equivalent Quality Council for Trades and Occupations (QCTO) qualifications at NQF level 5, or 7 (SAQA Qualification ID 15162, as amended) Documentary proof: certified copies of qualification(s) (Data Sheet 14).

NB: Only the original certified copies will be considered. A copy of a certified copy will lead to disqualification.

Joint ventures are eligible to submit tenders provided that: (a) every member of the joint venture is registered with the CIDB; (b) the lead partner has a contractor grading designation in the CE class of construction work; (c) the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than 6CE; and (d) the documentation required in T1.2.4.1, clause 17, and Data Sheet 10 is submitted with the tender.

F.2.7 Clarification meeting

A **compulsory** Tender Briefing/Site Inspection will be held on **Thursday, 05 November 2026** at the Auditorium 1, 1st Floor, Bessie Head Library, 260 Church Street, Pietermaritzburg, commencing at **10h00**. Tenderers arriving after the stipulated time will be disqualified. Only one representative per company or consortium will be allowed to attend and no person may represent more than one company. Tenderers must sign the attendance register and have Data Sheet 8 signed at the meeting. Tenders will not be considered from tenderers who did not attend the meeting and sign the attendance register.

F.2.8 Seek clarification

Requests for clarification must reach the Employer at least five (5) working days before the closing time.

F.2.10 Pricing the tender offer

All rates and prices shall be in South African Rand. **Prices shall remain fixed for the entire Contract Period; no price adjustment (escalation) shall apply.** Regardless of whether the tenderer is a VAT vendor or not, the total tendered price is deemed to include Value Added Tax (section 64(1) of the VAT Act); VAT is shown as a separate addition in the Summary of the Bill of Quantities.

F.2.11 Alterations to documents

The tender document must be completed by hand in black ink (or typed) and originally signed in pen. Correction fluid may not be used; all corrections must be crossed out neatly and countersigned.

F.2.12 Alternative tender offers

No alternative tender offer will be considered unless a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted. Any alternative proposal, qualification or proposed change to the Conditions of Contract, Specifications, Quantities or Drawings must be listed in Annexure "A" (Alterations by Tenderer), failing which the tender will be deemed to be unqualified. The Council is under no obligation to accept any such alteration or qualification.

F.2.13 Submitting a tender offer

1. Parts of each tender offer communicated on paper shall be submitted as **one original**, together with a complete scanned copy of the signed tender on CD or USB flash drive (Annexure "G").
2. The tender shall be signed by a person duly authorised to do so (Data Sheet 2). Tenders submitted by joint ventures shall be accompanied by the documents listed in T1.2.4.1, clause 17.
3. The Employer's address for delivery of tender offers and the identification details to be shown on each tender offer package are:

Location of tender box: Msunduzi Municipality's Central Stores

Physical address: 2 Abattoir Road (off Kershaw Street), Pietermaritzburg, 3201 (coordinates - 29.6126297; 30.3610014)

Identification details: **CONTRACT No. SCM 18 OF 26/27: REHABILITATION OF ROADS VULINDLELA WARD 1 - SHANGE ROAD**, together with the tenderer's name and address.

4. A two-envelope system will **not** be followed.
5. **Offer form.** The Offer in C1.1 Form of Offer and Acceptance must be completed and signed, and the amount inserted in it must be identical to the total in the Summary of the Bill of Quantities. No separate tender form is required; references in T1.2.4.1 to the "Tender Form" are references to the Form of Offer and Acceptance in C1.1.

F.2.15 Closing time

The closing time for submission of tender offers is **12h00 on Friday, 27 November 2026**. Telephonic, telegraphic, facsimile or e-mailed tender offers will not be accepted. Only tenders placed in the Tender Box before the closing time will be accepted.

F.2.16 Tender offer validity

The tender offer validity period is **four (4) calendar months** from the closing date (see also T1.2.4.1, clause 3). A tenderer may be permitted to withdraw its tender within the initial five (5) working days after the closing date, on written application with good and sufficient reasons, at the sole discretion of the Head: Supply Chain Management.

F.2.17 Clarification of tender offer after submission

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 the CIDB, within the time for submission stated in the Employer's written request. A tender may also be rejected if the unit rates or lump sums for some of the items in the Bill 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 or to adjust them while retaining the total of the prices unchanged.

F.2.19 Inspections, tests and analysis

Not applicable. The Employer does not intend to inspect the tenderer's premises, off-site fabrication facilities or material storage yards at tender stage.

F.2.20 Submit securities, bonds, policies, etc.

The successful tenderer shall, within fourteen (14) days of the date of issue of the Provisional Letter of Acceptance, submit the Performance Guarantee, the insurances and the other documents required before commencement, as stated in the Contract Data (C1.2.2, Clauses 5.3.1, 6.2.1 and 8.6).

F.2.23 Certificates

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

1. A valid Tax Compliance Status Verification PIN issued by SARS (Annexure "D"); each party to a joint venture/consortium shall submit a separate PIN.
2. The CSD Registration Full Report (not the summary report) and CSD unique registration reference number (Annexure "F").
3. Proof of CIDB registration (Data Sheet 11).
4. Proof of registration with the Companies and Intellectual Property Commission (Annexure "E").
5. A current municipal account, or a lease agreement where premises are leased (Data Sheet 3); these also serve as proof of locality for the specific goals.
6. A valid Letter of Good Standing in terms of the Compensation for Occupational Injuries and Diseases Act (Data Sheet 12).
7. Certified copies of qualifications, professional registration certificates, curricula vitae and key personnel (Data Sheet 14), and completion / final approval certificates for completed projects (Data Sheet 13).
8. The signed Local Subcontracting and Local Procurement Undertaking (Data Sheet 16).

F.3.1 Respond to requests from the tenderer

The Employer will respond to requests for clarification received up to five (5) working days before the tender closing time.

F.3.4 Opening of tender submissions

Tenders will be opened in public immediately after the closing time, at 12h00 on Friday, 27 November 2026, at the Msunduzi Municipality's Central Stores, 2 Abattoir Road (off Kershaw Street), Pietermaritzburg.

F.3.5 Two-envelope system

A two-envelope system will not be followed.

F.3.8 Test for responsiveness

In addition to the requirements of F.3.8, tenders will be considered non-responsive if:

- the tenderer did not attend the compulsory Tender Briefing/Site Inspection;
- the Form of Offer and Acceptance (C1.1) has not been fully completed and signed by an authorised representative;
- the tender document has not been submitted in its entirety, or the Data Sheets required to be commissioned have not been signed before a Commissioner of Oaths where applicable;
- the tenderer does not meet the mandatory requirements stated in F.2.1; or
- the tenderer has failed to clarify or submit any supporting documentation within the time stated in the Employer's written request.

F.3.11 Evaluation of tender offers

Tenderers meeting the mandatory requirements will be evaluated on a **Two Stage Evaluation System**, in accordance with the Msunduzi Municipality's Supply Chain Management Policy (incorporating Preferential Procurement) and the Preferential Procurement Regulations, 2022, issued in terms of section 5 of the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000):

- **Stage One: Functionality** (quality), applied as a pre-qualifying criterion; and
- **Stage Two: the 80/20 preference point system** (Method 2: Financial offer and preference).

Stage One: Functionality. Tenderers are required to obtain a minimum functionality score of 65.5%, equivalent to **72 points** out of 110, in order to qualify for further evaluation under Stage Two. Points will be allocated only where the required supporting documentation has been submitted. Functionality points are not carried forward to Stage Two.

Criterion	Basis of scoring	Maximum points
1. Key Personnel Total score = 25 + 20 + 15 = 60 points. Scoring complies with CIDB SFU 4.5 (objective, measurable, auditable). (i) A detailed Curriculum Vitae is to be submitted in order to claim points, with certified copies of registration certificates / qualifications. (ii) The submission must demonstrate projects implementation experience and construction experience. (iii) Key personnel without the relevant minimum experience will be allocated 0 points.	1(a) Contracts Manager (maximum points = 25) Experience: years of post-registration experience in road projects: • more than 10 years = 25 points • more than 5 and up to 10 years = 15 points • more than 2 and up to 5 years = 8 points	25
	1(b) Construction Manager (Senior Site Agent) (maximum points = 20) Experience: years of post-qualification experience in road construction: • more than 10 years = 20 points • more than 5 and up to 10 years = 10 points • more than 2 and up to 5 years = 5 points	20
	1(c) Foreman / Supervisor (maximum points = 15) Years of road upgrade experience: • more than 10 years = 15 points • more than 5 and up to 10 years = 10 points • more than 2 and up to 5 years = 5 points	15
2. Tenderer's Road Upgrade Projects Experience Score: 50 points Tenderers must submit Final Approval Certificates/ Completion Certificates of road upgrade / rehabilitation projects. Only projects with a contract value of R3 000 000 (excl. VAT) and above are to be provided, with the traceable contact details of references. will be evaluated. NB: only roads upgrade/rehabilitation projects each with the minimum construction value of R3 000 000 (excl VAT) will be considered.	Construction experience (maximum points = 50) Number of completed Road Rehabilitation, Road Upgrade, Road Reseal or Bridge Construction projects with a contract value exceeding R3 000 000 (Excluding VAT), proven by certified Final Approval Certificates / Completion Certificates signed by the Employer: • 5 projects and above = 50 points • 4 projects = 40 points • 3 projects = 30 points • 2 projects = 20 points • 1 project = 10 points • 0 projects = 0 points	50
Total functionality points (maximum score = sum of all individual scores)		110
Minimum threshold to qualify for Stage Two		72 points (65.5%)

Notes to the functionality criteria:

- The Municipality reserves the right to conduct ongoing functionality assessments to ensure compliance. The Municipality must be notified immediately of any change to the personnel listed in the tender submission. Failure to comply with this requirement may result in the eventual termination of the contract.
- Any replacement personnel must possess qualifications and experience equal to or exceeding those of the originally proposed personnel (see also Clause 4.12 of GCC 2015 and C1.2.2).

Stage Two: 80/20 preference point system. The financial offers of tenderers that achieve the functionality threshold will be scored in accordance with F.3.11.7 using Formula 2, Option 1 of Table F.1, with $W_1 = 80$, which is equivalent to the formula prescribed by the Preferential Procurement Regulations, 2022:

$$P_s = 80 (1 - (P_t - P_{min}) / P_{min})$$

where P_s = points scored for price of the tender under consideration; P_t = price of the tender under consideration; and P_{min} = price of the lowest acceptable tender. Up to 20 points will be awarded for the following specific goals (F.3.11.8), which must be claimed in Annexure "C" and supported by the proof indicated:

Specific goals	Maximum points awarded
Black Owned Enterprise A "black-owned enterprise" with at least 51% South African black ownership and/or more than 51% management control by South African black people. [Verified on CSD]	10
Locality of the Business Within Msunduzi Municipality	10
Within uMgungundlovu District (outside Msunduzi)	5
Outside uMgungundlovu District	0
Bidders are to submit a lease agreement or Municipal Account to claim the locality points above. Failure to submit the above will result in zero (0) points being awarded per goal.	
Total points awarded	20

The points scored for price will be added to the points scored for specific goals and the total rounded to two decimal places. Subject to the Preferential Procurement Regulations, 2022, the contract will be awarded to the tenderer scoring the highest points, provided that the tendered price is market-related.

F.3.13 Acceptance of tender offer

Tender offers will only be accepted if:

- the tenderer's tax matters are in order, as verified with SARS or on the CSD, or the tenderer has made satisfactory arrangements with SARS; where the tax status becomes non-compliant before award, the tenderer will be given seven (7) working days' written notice to rectify its tax matters;
- the tenderer is registered with the CIDB in the appropriate contractor grading designation and is registered on the CSD;
- the tenderer, or any of its directors, is not listed on the Register for Tender Defaulters or the National Treasury Database of Restricted Suppliers;
- the tenderer is not a person in the service of the state, and (if not a natural person) none of its directors, managers, principal shareholders or stakeholders is a person in the service of the state, and is not an advisor or consultant contracted with the Municipality;
- the tenderer's municipal rates, taxes and service charges are not in arrears for more than three months;
- the tenderer has not abused the Employer's supply chain management system, been convicted of fraud or corruption during the past five years, or failed to perform on any previous contract after written notice to that effect; and

- (g) the tenderer has signed the Local Subcontracting and Local Procurement Undertaking (Data Sheet 16).

The award procedure is set out in T1.2.4.1, clause 10: a Provisional Letter of Acceptance will be issued stipulating the requirements for final award (Performance Guarantee, insurances, etc.), to be satisfied within fourteen (14) days; thereafter a Final Letter of Acceptance will be issued and the C1.1 Form of Offer and Acceptance and a Service Level Agreement will be concluded before any work is undertaken.

F.3.17 Provide copies of the contracts

The number of paper copies of the signed contract to be provided by the Employer is one (1).

T1.2.4 Additional Conditions of Tender

The additional conditions of tender are set out below. T1.2.4.1 to T1.2.4.3 reproduce the Msunduzi Municipality's standard tender conditions as issued by the Supply Chain Management Unit; T1.2.4.4 onwards are contract-specific additional conditions.

T1.2.4.1 Msunduzi Municipality Standard Conditions of Tender**1. DOCUMENTS**

This document comprises of the Standard Conditions of Tender, Standard Conditions of Contract, Special Conditions of Contract (if any), Legislation, Definitions, Specifications, Pricing Schedule (if applicable), Tender Form, Drawings (if any), Data Sheets and Annexures thereto.

2. COMPULSORY TENDER BRIEFING MEETING / SITE INSPECTION

Where in the tender document reference is made to a compulsory Tender Briefing Meeting/Site Inspection, the Service Providers shall be required to attend the meeting prompt on the date and time mentioned in the tender document. Service Providers arriving at the meeting after the stipulated time will be disqualified and the Council shall not be held liable for any loss or damage due to the above. Service Providers are to ensure that they complete and sign the Attendance Register circulated at the meeting. Only one representative per Company or Consortium will be allowed to attend the above meeting. No person will be allowed to represent more than one Company at the meeting.

Service Providers are to ensure that their Representatives, representing their respective Companies at the Tender Briefing Meeting/Site Inspection are familiar with the true nature and extent of the works as no claims for extras shall be entertained and the Council shall not be held liable should the Service Provider tender incorrectly.

An official will Chair the meeting and answer queries raised by prospective Service Providers. Any amendment to the tender documentation arising from such answers will be circulated in terms of the meeting's attendance register. Tenders will not be considered from Service Providers who do not attend the meeting and who did not sign the attendance register.

3. SUBMISSION OF TENDERS

Tenders must be made out on the Tender Form annexed hereto. Service Providers are advised that this document must be completed by being hand written or typed and originally signed by Pen and submitted in its entirety. Failure to comply with this condition shall result in the tender being disqualified.

Service Providers using Courier Companies or any other mode of transport to deliver their tender documents must ensure that the tender documents are delivered to the Tender Box located at the Msunduzi Municipality's Central Stores, 2 Abattoir Road (off Kershaw Street), Pietermaritzburg, 3201 (coordinates -29.6126297;30.3610014). The Council shall not be held liable for any tender document which is not timeously delivered, mislaid or incorrectly delivered due to the negligence of the Courier Company or any other party involved in the delivery of the tender documents including any employee of the Council.

Sealed tenders endorsed with the appropriate Contract No. and Contract Title must reach the Central Stores, 2 Abattoir Road, (Off Kershaw Road), Pietermaritzburg, 3201 not later than the closing date and time stated in the public advertisement inviting tenders, when they will be opened in public. Tenders shall remain valid for four (4) calendar months from the date of opening, except for the initial five (5) working days grace period after the close of tenders within which period a Service Provider may be permitted to withdraw its tender subject to an application with good and sufficient reasons

being submitted in writing to obtain approval of such withdrawal, at the sole discretion of the Head: Supply Chain Management.

All literature submitted must be securely attached to the tender. The Council shall not be held liable for any loss or damages sustained due to the Tenderer's failure to comply with this condition.

In the case of a Service Provider withdrawing its tender after the expiry of the grace period, the Council may refuse to receive or consider, for such period as it may think fit, any further tenders from that Service Provider.

4. COMMUNICATION WITH MEMBERS OF THE COUNCIL OR COUNCIL EMPLOYEES

Without detracting from any prevailing law, no Service Provider shall offer, promise or give any person or persons connected with the adjudication, or awarding of the tender, any gratuity, bonus, discount or consideration of any kind in connection with the obtaining of a contract. Nor shall any Service Provider communicate with any member of the Council or a Council employee on a question affecting the awarding of a contract which is the subject of a tender, during the period between the closing date of tenders and the date of notification of the successful Service Provider; provided always that the Head: Supply Chain Management may, in exceptional circumstances, obtain additional information from a Service Provider to enable her to formulate her recommendation to Council.

Any attempt to contravene this condition, which is brought to the notice of the Head: Supply Chain Management shall result in the disqualification of the Service Provider.

Prospective Service Providers are further advised that s118 of the Municipal Finance Management Act prohibits the interference, by any person, with the supply chain management system of the Municipality and the amendment of or tampering with any tender, quotation, contract or bid after its submission.

5. IMPORT PERMITS

The Council will not undertake to secure any import permits or currency for the import of any goods or materials required for the execution of this contract. The Service Provider must apply directly for any import permits or currency needed. However, the Council will furnish the successful Service Provider with a supporting statement, if required.

6. REGISTRATION WITH THE CENTRAL SUPPLIER DATABASE (CSD)

The National Treasury's Central Supplier Database (CSD) has been open for registration from 01 September 2015. The CSD serves as one single source of supplier information to all spheres of government. Within this system, suppliers are required to register once when they do business with the state. This will significantly reduce the administrative burden for businesses, especially small and medium sized enterprises. The database interfaces with the South African Revenue Service (SARS), the Companies and Intellectual Property Commission (CIPC) and the payroll system. It will electronically verify a supplier's tax status and enable public sector officials doing business with the state to be identified.

All prospective suppliers can register any time on the CSD website **www.csd.gov.za**. Prospective suppliers may also visit the Provincial Treasury Database office situated at Treasury House, Ground Floor, 145 Chief Albert Luthuli Road, Pietermaritzburg from 08h00 to 15h00, Mondays to Fridays, for any assistance with on-line registration on CSD.

For further information or enquiries, please contact 033 – 897 4516 / 033 – 897 4212 / 033 – 897 4624 / 033 – 897 4535 / 033 – 897 4676 / 033 – 897 4509 or Toll-Free at 0800 201 049 during office hours or via e-mail at **database@kzntreasury.gov.za**.

With effect from 01 July 2016, the Msunduzi Municipality will not award any tender to a supplier not registered as a prospective supplier on the CSD. Negotiations for the tender award will only be concluded with the qualify tenderer(s) who is/are registered on the CSD on or after 01 April 2016.

In order for Council to verify your Company's registration with CSD, please provide the following information for verification purposes: -

CSD Supplier Number	
Unique Registration Reference Number	

7. **TAX CLEARANCE CERTIFICATE REQUIREMENTS**

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

Service Providers shall be required to submit, together with the tender document, a valid Tax Compliance Status Verification Pin issued by SARS. Failure to submit a valid Tax Compliance Status Verification Pin, the Council reserves the right to verify the same on National Treasury's Central Supplier's Database.

Should the Tax status become non-compliant prior to the final award of the contract being made, the Council reserves the right to request the Service Provider to rectify their tax matters. In this instance, the Service Provider shall be given seven (7) working days written notice in which to comply. Should the Service Provider fail to comply with this request, the Council further reserves the right to make no award to the Service Provider, and the Council shall not be held liable for any loss or damages sustained by the Service Provider.

8. **RATES**

The prices, rates or percentages quoted in the proposal shall be deemed to include all costs, including but not limited to materials, plant, labour, patent rights and royalties, freight, insurance, customs, railage, delivery, etc, unless the Service Provider states otherwise in the proposal.

- **"Price"** means an amount of money tendered for goods or services and includes all applicable taxes less unconditional discounts.
- **Section 64(1) of the VAT Act states:** Any price charged by a vendor for a taxable supply is deemed to include VAT, whether or not explicitly stated. Thus, even if bidder B's invoice does not explicitly include VAT, the price is considered VAT Inclusive.
- **NB:** when submitting this tender Bidders are advised that regardless of the VAT status of being a VAT or non-VAT vendor the price must include VAT.
- Further to the above the price shall be deemed to be VAT inclusive regardless of whether the bidder is the VAT Vendor or not.

9. INCOMPLETE TENDERING

Tenders may be rejected if they show any additional, conditional or incomplete offers or irregularities of any kind in either the Tender Form or the Pricing Schedule. Partial awards **may** be made where this is perceived by the Supply Chain Management or the Bid Evaluation Committee. Council reserves the right to take into account the principle of the distribution of works in order to empower SMME's and or Local Suppliers.

Should there be any difference or discrepancy between the prices and particulars contained in the Tender Form and those contained in any covering letter or pricing schedule submitted by the Service Provider, the prices and particulars contained in the Tender Form shall prevail.

10. ACCEPTANCE OF ANY TENDER

- 10.1 The Council does not bind itself to accept the lowest or any tender and reserves the right to accept the whole or any part of a tender.
- 10.2 The procedure/s which shall be followed with the acceptance of a tender are as follows:
 - 10.2.1 Where in the tender document, Service Providers are required to submit Works Insurance, Sureties, Public Liability Insurance or any other provisional criteria, a letter of Provisional Acceptance will be sent to the successful Service Provider/s stipulating which amount or rate/s have been accepted and the requirements for the final award.
 - 10.2.2 In this instance, the Service Provider/s shall be required to satisfy the requirements of the Provisional Letter of Acceptance within fourteen (14) days from date of issue of the Provisional Letter of Acceptance.
 - 10.2.3 Should the Service Provider/s, fails to comply with the requirements of such provisional acceptance within the period specified in same or any variation thereto, and the Council elects not to confirm the provisional acceptance of the tender on that ground, the Council may refuse to receive or consider for such period as it may think fit, any further tenders from that/those Service Providers.
 - 10.2.4 Once the requirements of the Provisional Letter of Acceptance have been satisfied, a Final Letter of Acceptance will be sent by the Head: Supply Chain Management to the successful Service Provider/s notifying the Service Provider/s of Council's intent to make an award of the contract.
 - 10.2.5 Prior to the undertaking of any works, the successful Service Provider/s shall be required to enter into a Service Level Agreement (SLA) with the Council to address any post award qualification requirements as per the tender document.
 - 10.2.6 Once the SLA has been concluded, the Tender, Provisional Letter of Acceptance, the Final Letter of Acceptance and the SLA, shall constitute a binding agreement between the Service Provider/s and the Council.
 - 10.2.7 Should the Service Provider/s fail to enter into a contract when called upon to do so, then the Council may refuse to receive or consider for such period as it may think fit, any further tenders from that/those Service Provider/s.
- 10.3 Where no Insurances, Sureties or any other provisional criteria are required, a Final Letter of Acceptance stipulating which rate/s has been accepted will be sent by the Head: Supply Chain Management to the successful Service Provider/s notifying the Service Provider/s of Council's intent to make an award of the contract.

- 10.4 Prior to the undertaking of any works, the successful Service Provider/s shall be required to enter into a Service Level Agreement (SLA) with the Council to address any post award qualification requirements as per the tender document.
- 10.5 Once the SLA has been concluded, the Tender, the Final Letter of Acceptance and the SLA, shall constitute a binding agreement between the Service Provider/s and the Council.
- 10.6 Should the Service Provider/s fail to enter into a contract when called upon to do so, then the Council may refuse to receive or consider for such period as it may think fit, any further tenders from that/those Service Provider/s.

Unless otherwise stipulated in the covering letter submitted with the tender, the Service Provider shall have waived, renounced and abandoned any conditions printed or written upon any stationery used for the purpose of, or in connection with, the submission of the tender which are in conflict with the Council's Conditions of Tender and the Standard Conditions of Contract. The Service Provider is warned that any material divergence from the official conditions or specification may render the tender liable to disqualification.

11. DOMICILIUM CITANDI ET EXECUTANDI

For the purpose of the service of all documents and the giving of notice as may be required in terms of this contract, or as a result of any action arising in conjunction with it, the Council chooses City Hall, 169 Chief Albert Luthuli Street (formerly Commercial Road), Pietermaritzburg as its *domicilium citandi et executandi*.

The Service Provider's *domicilium citandi et executandi* shall be whatever street address is given in the Tender Form attached hereto. Either party may, at any time, give one (1) month notice, in writing, of a change of its *domicilium citandi et executandi* provided that such address shall be within the Republic of South Africa.

12. DATA SHEETS

Service Providers should complete, in full, all the Data Sheets attached to this document. These include, but are not limited to, the following:

- Declaration of Interest (MBD 4);
- Authority to Sign Document.
- Pricing Schedule (MBD 3.1 / 3.2 / 3.3 as applicable);
- Declaration of Bidder's Past Supply Chain Management Practices (MBD 8);
- Certificate of Independent Bid Determination (MBD 9); and
- Any other applicable Data Sheets or forms contained within the tender documentation.

Where Data Sheets and/or any other documentation are required to be commissioned, such documents must be duly stamped and signed by a Commissioner of Oaths, where applicable. Failure to complete and submit the required documentation in its entirety may result in the disqualification of the bid and render the offer non-responsive.

Completion of Tender Form

It is a compulsory requirement that the Tender Form be fully completed and signed by an authorised representative of the bidder. Failure to comply with this provision will render the bid unresponsive (invalid) and such bids will not be considered for adjudication.

13. PROHIBITION ON AWARDS TO PERSONS IN THE SERVICE OF THE STATE

The Supply Chain Management Municipal Regulations read in conjunction with Msunduzi Supply Chain Management policy states that the Council may not make any award to a person:

- (a) Who is in the service of the state.
- (b) If that person is not a natural person, of which and director, manager, principal shareholder or stakeholder is a person in the service of the state; or
- (c) Who is an advisor or consultant contracted with the municipality or municipal entity.

14. MUNICIPAL FEES

All Service Providers are to sign the Declaration herein declaring that their Municipal Fees are in order, or that proper arrangements have been made with the Council. Service Providers must include the relevant account numbers in the declaration.

15. OBJECTIONS

Any Service Provider aggrieved by decisions or actions taken by the Municipality must lodge within fourteen (14) calendar days from the day of receipt of a regret letter, a written objection or complaint to the Municipal Manager / Supply Chain Management. The objection must be submitted in writing with the grounds of objection within the stipulated fourteen (14) days. No objection will be entertained should the afore-mentioned condition not be adhered to, and the Municipality shall not be held liable for any loss or damages sustained by the Service Provider due to the Service Provider's failure to adhere to the above condition.

16. PREFERENCE POINTS CLAIMED IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

Service Providers claiming preference points shall be required to complete Annexure "C" hereto in its entirety and to fully comply with the General Conditions, Definitions and Directives stated therein.

In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, 2022, Preference points must be awarded for specific goals stated in the tender.

Service Providers are required to submit proof or documentation required in terms of this tender to claim points for specific goals. Failure to do so may result in no preference points being awarded to the Service Provider and the Council shall not be held liable for any loss or damages in this regard.

17. JOINT VENTURE AGREEMENTS AND CONSORTIUMS

Service Providers intending to tender in the form of Joint Ventures/Consortiums **should submit** the following documentation together with the tender:

- 1) Valid Tax Compliance Status Verification Pin Certificates issued by SARS of all parties of the Joint Venture/Consortium.
- 2) CSD Reports (Full Reports and not Summary Reports) of all parties of the Joint Venture/Consortium.
- 3) Signed copies of:
 - a) The Declaration of Interest Form.
 - b) The Declaration of Bidder's Past Supply Chain Management Practices Form, and
 - c) The Certificate of Independent Bid Determination Form.
- 4) An undertaking duly signed by all parties of the Joint Venture/Consortium indicating their intention to enter into an agreement for the purposes of this contract.

Further to the above, the name of the Joint Venture/Consortium should appear on the relevant pages of the document.

19. **ADJUDICATION CRITERIA**

The tender shall be evaluated in accordance with the Evaluation Criteria as outlined in the Specifications contained herein.

20. **COMBATIVE TENDERING**

The Supply Chain Management Regulations states that Combative tendering practices are unethical and illegal. These include but are not limited to:

- (i) Suggestions to fictitious lower quotations.
- (ii) Reference to non-existent competition.
- (iii) Exploiting errors in bids.
- (iv) Soliciting bids from Tenderers whose names appear on the list of restricted bidders/suppliers/persons, and,
- (v) Submission of two bids by a Tenderer.

Any attempt by a Tenderer to contravene this condition which is brought to the notice of the Municipal Manager or the Head: Supply Chain Management shall result in the disqualification of the tender. The Council further reserves the right to take any other action as it may deem necessary.

21. **ALTERATIONS BY TENDERER**

If a tenderer wishes to submit alternative proposals for consideration or wishes to change the Conditions of Contract, Specifications, Quantities or Drawings, or to qualify the tender in any way, such changes and/or proposals are to be listed in Annexure "A" hereto, failing which the tender will be deemed to be unqualified. It must be clearly understood that the Council will be under no obligation to accept any such qualification.

22. **OCCUPATIONAL HEALTH AND SAFETY ACT**

The attached Annexure "B" hereto must be completed thereby indemnifying the Msunduzi Municipality of any claims that may arise in terms of the Occupational Health and Safety Act (Act 85 of 1993), as amended.

T1.2.4.2 Legislation

1.0 GENERAL

- 1.1 Contractors will be deemed by virtue of submitting a tender to have undertaken to be aware of and comply fully for all purposes under this contract with all current legislation and related regulations. The following Acts, as amended from time to time, are listed for the attention of the Contractor, without prejudice and without in any way relieving the Contractor of the obligation to continuously comply with all the laws of South Africa for the entire duration of this contract, the cost of so doing being expressly included in the contract sum. It is the sole duty of the Contractor to ensure that it acquaints itself and complies with all applicable legislation. **The Council shall not be liable in any way whatsoever for any errors or omissions in the legislation listed herein.**

2.0 THE OCCUPATIONAL, HEALTH AND SAFETY ACT (ACT 85 OF 1993) (OHS ACT)

2.1 The OHS Act covers *inter alia* "any work in connection with –

- a) the erection, maintenance, alteration, renovation, repair, demolition or dismantling of an addition to a building.
- b) the installation, erection or dismantling of machinery.
- c) the construction, maintenance, demolition or dismantling of any bridge, dam, canal, railway, street, runway, sewer or water reticulation system or work on any similar project.
- d) the moving of earth, clearing of land or making of an excavation or work on any similar project." (General Administrative Regulations Clause 1).

It is recorded that the subject of this contract falls within the scope of the foregoing work definition, and that the Employer in terms of this contract is the Mandator and that the Contractor is the Mandatory in terms of the OHS Act.

2.2 The OHS Act covers *inter alia* "any work in connection with -

- a) the erection, maintenance, alteration, renovation, repair, demolition or dismantling of an addition to a building.
- b) the installation, erection or dismantling of machinery.
- c) the construction, maintenance, demolition or dismantling of any bridge, dam, canal, railway, street, runway, sewer or water reticulation system or work on any similar project; and
- d) the moving of earth, clearing of land or making of an excavation or work on any similar project." (General Administrative Regulations Clause 1).

It is recorded that the subject of this contract falls within the scope of the foregoing work definition, and that the Employer in terms of this contract is the Mandator and that the Contractor is the Mandatory in terms of the OHS Act.

2.3 The arrangements and procedures to ensure compliance by the Mandatory with the provisions of the OHS Act referred to in the Agreement, in Annexure "B", between the Employer and the Contractor in this contract are:

- 2.3.1 The Mandatory shall keep a record of all incidents in terms of Clause 10 (1) of the General Administration Regulations (GAR).
- 2.3.2 The Mandatory shall cause every incident to be investigated in terms of Clause 10 (2) of the GAR.
- 2.3.3 The Mandatory shall cause all such records to be examined by a Safety Committee in terms of Clause 10 (3) of the GAR.
- 2.3.4 The Mandatory shall on demand furnish the divisional inspector with such returns as may be required in terms of Clause 14 of the GAR.
- 2.3.5 The Mandatory shall charge a full-time employee designated in writing by the Mandatory with the duty of supervising the performance of the work (or the Mandatory may personally undertake this duty) in terms of Clause 11 of the General Safety Regulations.
- 2.3.6 The Mandatory shall, before commencing or carrying out the work, inform the divisional inspector in writing of: -

- a) the address of the premises on which such work will be carried out.
- b) the nature of such work.
- c) the date on which it is expected that such work will be commenced; and
- d) the date on which it is expected that such work will be completed.

all in terms of Clause 15c of the GAR

- 2.3.7 The Mandatory shall comply with all other aspects of the OHS Act relative to the nature of the works and shall scrupulously observe and execute any instruction given by an official inspector with reference thereto.

3.0 THE COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT (ACT 130 of 1993) (COID ACT)

- 3.1 Contractors are required to register as employers in terms of the COID Act.
- 3.2 Contractors must pay the assessments due in terms of the COID Act relative to their employee records including all sub-contractors and community-based labour.
- 3.3 In this specific contract the Contractor further acknowledges that the Employer shall have the right, without prejudice, to deduct any shortfall in compensation due to any employee of the Contractor (or sub-contractor) from monies due or which may become due to the Contractor, and so effect settlement of the matter.

4.0 THE LABOUR RELATIONS ACT (ACT 66 of 1995) (LR ACT)

- 4.1 Contractors are required to register as employers in terms of the LR Act.
- 4.2 Contractors are required to pay all employee and employer contributions to the Unemployment Benefits Fund, other than in respect of casual employees defined as persons who work for less than eight hours in any one week, or in respect of persons who by virtue of lawful reasons are exempt therefrom.

5.0 THE BASIC CONDITIONS OF EMPLOYMENT ACT (ACT 75 of 1997) (BCE ACT)

- 5.1 Contractors in their capacity as employers are required to comply with the provisions of the BCE Act with special reference to their employees' terms and conditions of employment.

6.0 THE INCOME TAX ACT (ACT 58 of 1962)

- 6.1 Contractors in their capacity both as business enterprises and employers are obliged to register and comply with the requirements of the South African Revenue Service (SARS).

7.0 THE VALUE ADDED TAX ACT (ACT 89 of 1991)

- 7.1 Contractors in their capacity as business enterprises are required, if their annual turnover exceeds or is expected to exceed the compulsory VAT registration threshold prescribed from time to time in terms of the Value-Added Tax Act, to register as VAT vendors with the South African Revenue Service (SARS) for the purpose of paying, recovering, charging and returning VAT to the State via the South African Revenue Service (SARS).
- 7.2 It is recorded that the Employer in this contract is registered as a VAT vendor.

8.0 THE ENGINEERING PROFESSION ACT (ACT 46 of 2000)

- 8.1 Where work undertaken in connection with this contract falls within the meaning of "*kinds of work reserved for professional engineers*" as fully set out in the Engineering Profession Act, 2000 (Act 46 of 2000), or any amendments thereof, only persons registered in terms of the above Act, may assume full responsibility, according to competency under the Act, for the respective sections and phases of such work, as described in the Act, particularly in regard to design, supervision of construction and installation, and commission where applicable.
- 8.2 The Service Provider shall submit a certificate with the tender certifying compliance with all these requirements in connection with the preparation and submission of the tender and shall give an undertaking to comply in full during the contract period. Where applicable the Service Provider shall submit at the time of tendering the name(s), qualifications and address(es) of the Professional Engineer(s) responsible for the various disciplines and portions of the work comprising this contract.

9.0 GENERAL CONDITIONS OF THE CONTRACT

The General Conditions of Contract will form part of this bid document and may not be amended.

10.0 NON-COMPLIANCE

- 10.1 The Employer in this contract will not under any circumstances be, or become party to, any act or omission by the Contractor and/or the Contractor's Sub-contractors and/or employees, which contravenes South African law.
- 10.2 Notwithstanding anything to the contrary in this tender document, and in addition to any other remedies the Council may have, if at any time during this contract, the Council discovers any contravention of the laws expressly mentioned herein or any other applicable law, then the Council shall have the right to cancel this contract forthwith. In such event, the Council shall not be liable for any loss or damages caused by such cancellation.

T1.2.4.3 Definitions

The following definitions apply: -

"Council" means The Msunduzi Municipality.

"Head: Supply Chain Management" means the Head: Supply Chain Management of the day of the Msunduzi Municipality or the Manager's duly appointed Representative.

"Engineer" means the Consulting Engineering Firm, person or entity appointed by the Municipality to design, administer, supervise and manage the Contract, acting through its authorised representative.

"Service Provider/Contractor" means the person, firm, Service Provider or company whose tender has been accepted by the Msunduzi Municipality and includes the Service Provider's heirs, executors, administrators, trustees, judicial managers or liquidators, as the case may be, but not, except with the written consent of the Council, any assignee of the Service Provider.

"Special Conditions" means any addition to or departure from or amendment of these Standard Conditions as set out in Annexure "A" hereof.

"Drawings" means the drawings referred to in the Specification and any modification of such drawings approved in writing by the Engineer and such other drawings as may from time to time be furnished or approved in writing by the Engineer.

"Contract Document" means the Conditions of Tender, Scope of Contract, Terms of Reference, these Definitions, Special Conditions (if any), Equipment Specifications, Rates, Percentages and Prices, Tender Form and Annexures thereto. Any amendments to the contract document agreed to by the Council and the Service Provider, Provisional Letter of Acceptance and the final Letter of Final Acceptance.

"Goods" means the equipment, plant, vehicles, service or materials to be supplied in accordance with the Contract.

"The Tender" means the written offer made by the Service Provider to the Council.

"Preferential Procurement Policy" means the Preferential Procurement Policy Framework Act, 2000 (Act No 5 of 2000).

"SARS" means the South African Revenue Services.

Additional definitions applicable to this contract

The following definitions are added for the purposes of the Pricing Data (C2) and the Scope of Work (C3):

"Lump sum" has the meaning given in the Preamble to the Schedule of Quantities of the COLTO Standard Specifications for Road and Bridge Works for State Road Authorities (1998), namely: "An amount tendered for an item, the extent of which is described in the schedule of quantities, the specifications or elsewhere but the quantity of work of which is not measured in any units." A lump sum item is priced by the tenderer as a single all-inclusive amount, is not subject to re-measurement, and is paid in full once the work it covers has been completed, or in instalments assessed by the Employer's Agent in proportion to the work done.

"Provisional sum" has the meaning given in the COLTO General Conditions of Contract for Road and Bridge Works for State Road Authorities (1998), clause 45, namely a sum included in the Contract and so designated in the Schedule of Quantities for the execution of work or the supply of goods, materials or services, or for contingencies, which sum may be used, in whole or in part, or not at all, on the instructions of the Engineer. In this Contract provisional sums are administered in terms of Clause 6.6 of GCC 2015. A provisional sum:

- (a) is inserted in the Bill of Quantities by the Employer and may not be altered by the tenderer;
- (b) is provided for work, goods or services that are foreseen but cannot be fully defined, detailed or quantified at the time of tender (for example the relocation of services that can only be located during construction, additional foundation investigations or special tests ordered by the Employer's Agent);
- (c) may be used only on the prior written instruction of the Employer's Agent, who shall first obtain the approval of the Employer where required by Clause 3.2.3 of the Contract Data;
- (d) is paid for at the value of the work actually ordered and executed, determined at tendered rates where applicable or otherwise on the basis of substantiated cost (invoices and proof of payment) plus the percentage tendered for handling costs and profit; and
- (e) does not constitute an entitlement of the Contractor: any part of a provisional sum that is not used is deducted from the Contract Price.

"Prime cost sum" means a sum provided in the Bill of Quantities for specific goods, materials or services to be supplied by a supplier or subcontractor selected on the instruction of the Employer's Agent, for which the Contractor is paid the net amount actually paid by it (excluding VAT and after deduction of discounts) plus the percentage tendered for handling costs and profit (Clause 6.6 of GCC 2015).

T1.2.4.4 Compliance with the Occupational Health and Safety Act, 1993 and the Construction Regulations, 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 of compliance therewith. The Contractor is required to ensure that all subcontractors or others engaged in the performance of the contract also comply with these requirements.

The Contractor shall prepare and maintain a Health and Safety File in respect of the project, which shall always be available for inspection on Site and shall be handed over to the Employer on completion of the project. The Contractor is required to submit to the Employer the agreement in terms of Section 37(2) of the Act (C1.6 and Annexure "B") and a Letter of Good Standing from the Compensation Commissioner, or a licensed compensation insurer, before access to the Site will be given.

T1.2.4.5 Expanded Public Works Programme and use of local labour

The Contractor is required to make maximum use of local labour and labour-intensive construction methods in accordance with the requirements of the Expanded Public Works Programme (EPWP) set out in C3.2 (clause C3.2.7) and Part F of C3.3. The Employer has determined that a maximum of fifteen (15) local labourers shall be employed under the EPWP on this Contract, at the rate of R220,00 per person per day. All unskilled labour shall be recruited from within Ward 1 and the surrounding wards of the Msunduzi Municipality through the Community Liaison Officer. Local labour shall be paid not less than the applicable statutory minimum wage (the EPWP Ministerial Determination or the National Minimum Wage, as applicable) or the rate stipulated by the Municipality at the time, whichever is the greater.

T1.2.4.6 Local subcontracting and local procurement of materials

The successful tenderer will be required to subcontract a minimum percentage of the value of the Works to local emerging contractors and to procure the majority of materials from suppliers within the area of jurisdiction of the Msunduzi Municipality. The requirement, its basis in the Municipality's procurement policies and the applicable percentages are set out in clause C1.2.1.3 of the Contract Data. By submitting a tender and signing Data Sheet 16 the tenderer confirms that it has allowed in its rates and prices for full compliance with that clause.

T1.2.4.7 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 Drawings or contained in the Conditions of Contract, Scope of Work and Pricing Data will be admitted by the Employer or the Employer's Agent after the submission of any tender, and the tenderer shall be deemed to have:

1. inspected the 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 itself with the nature of the works proposed and generally of all matters which may influence the Contract;
3. visited the Site, carefully examined existing conditions, the means of access to the Site and the conditions under which the work is to be done, and acquainted itself 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; and
4. requested the Employer or its duly authorised agent to make clear the actual requirements of anything shown on the Drawings or contained in the Scope of Work and Pricing Data, the exact meaning or interpretation of which is not clearly intelligible to the tenderer.

T1.2.4.8 Imbalance in tendered rates

In the event of tendered rates or lump sums being declared by the Employer to be unacceptable 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, 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 tender sum. Should the tenderer fail to amend the tender in a manner acceptable to the Employer, the Employer may reject the tender.

T1.2.4.9 Community Liaison Officer and Project Steering Committee

The residents served by the project are represented on a Project Steering Committee (PSC). The Contractor will be required to liaise with the community through a Community Liaison Officer (CLO), identified in consultation with the Ward Councillor, as set out in C1.2.1.2 and clause B1200 of C3.2. Provision for the remuneration of the CLO and for PSC meetings is made in Section 1200 of the Bill of Quantities.

T1.2.4.10 Invalid tenders

Tenders shall be considered invalid and shall be endorsed and recorded as such in the tender opening record in the following circumstances:

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

T1.2.4.11 Negotiations with preferred tenderers

The Employer may negotiate the final terms of a contract with tenderers identified through the competitive tendering process as preferred tenderers, provided that such negotiation does not allow any preferred tenderer a second or unfair opportunity, is not to the detriment of any other tenderer, and does not lead to a higher price than the tender as submitted. Minutes of any such negotiations shall be kept for record purposes.

PART T2: RETURNABLE DOCUMENTS

T2.1 LIST OF RETURNABLE DOCUMENTS

The tenderer must complete, sign and return all of the documents listed below as part of the tender submission. The Data Sheets and Annexures are bound into this document in T2.2; the Form of Offer and Acceptance is bound in C1.1. Data Sheets 1 to 7 and Annexures "A" to "G" are the Msunduzi Municipality's standard returnable documents; Data Sheets 8 to 16 are additional returnable schedules required for this construction works contract.

Reference	Returnable document	Purpose
Data Sheet 1	Invitation to Bid Document (MBD 1)	Mandatory
Data Sheet 2	Authority to Sign Document	Mandatory
Data Sheet 3	Declaration of Municipal Fees (attach current utility bill or lease agreement)	Mandatory; proof of locality
Data Sheet 4	Declaration of Interest (MBD 4)	Mandatory
Data Sheet 5	Declaration of Bidder's Past Supply Chain Management Practices (MBD 8)	Mandatory
Data Sheet 6	Certificate of Independent Bid Determination (MBD 9)	Mandatory
Data Sheet 7	Declaration for Procurement above R10 Million (MBD 5)	Mandatory
Data Sheet 8	Certificate of Attendance at Compulsory Tender Briefing / Site Inspection	Mandatory
Data Sheet 9	Record of Addenda to Tender Documents	Administrative
Data Sheet 10	Certificate of Authority for Joint Ventures (if applicable)	Mandatory for joint ventures
Data Sheet 11	CIDB Contractor Registration	Mandatory
Data Sheet 12	Letter of Good Standing (COID Act)	Mandatory
Data Sheet 13	Schedule of Completed Road Upgrade / Reconstruction Projects	Functionality (criterion 2)
Data Sheet 14	Details of Key Personnel	Mandatory and functionality (criterion 1)
Data Sheet 15	Form Concerning Fulfilment of the Construction Regulations	Administrative
Data Sheet 16	Local Subcontracting and Local Procurement Undertaking	Mandatory
Annexure "A"	Alterations by Tenderer	If applicable
Annexure "B"	Occupational Health and Safety Act: Section 37(2) agreement	Mandatory
Annexure "C"	Preference Points Claim Form (Preferential Procurement Regulations, 2022)	Preference points
Annexure "D"	Tax Compliance Status Verification PIN	Mandatory
Annexure "E"	CIPC Registration Certificate	Mandatory
Annexure "F"	Central Supplier Database (CSD) Registration Full Report	Mandatory; proof of black ownership
Annexure "G"	Submission of Tender on CD / USB Flash Drive	Mandatory
C1.1	Form of Offer and Acceptance (Offer portion)	Mandatory
C1.2.3	Contract Data provided by the Contractor	Mandatory
C2.2	Bill of Quantities (fully priced, including Summary)	Mandatory

NB: Tenderers must complete these documents in black ink. All corrections must be countersigned; correction fluid may not be used.

T2.2 RETURNABLE SCHEDULES

The returnable schedules (Data Sheets 1 to 16 and Annexures “A” to “G”) follow on the succeeding pages.

THE MSUNDUZI MUNICIPALITY
CONTRACT No. SCM 18 OF 26/27
REHABILITATION OF ROADS VULINDLELA WARD 1 - SHANGE ROAD
DATA SHEET 1: INVITATION TO BID DOCUMENT

PART A

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE MSUNDUZI MUNICIPALITY					
BID NUMBER:	SCM 18 OF 26/27	CLOSING DATE:	27 NOVEMBER 2026	CLOSING TIME:	12H00
DESCRIPTION					
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM					

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

MSUNDUZI MUNICIPALITY'S CENTRAL STORES					
2 ABATTOIR ROAD (OFF KERSHAW STREET)					
PIETERMARITZBURG					
3201					
(Coordinates -29.6126297;30.3610014)					
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	SCM Unit	CONTACT PERSON	Martin McNamara
CONTACT PERSON	Vuyani Msimang	TELEPHONE NUMBER	033 392 2189
TELEPHONE NUMBER	033 – 392 2807	FACSIMILE NUMBER	N/A
FACSIMILE NUMBER	n/a	E-MAIL ADDRESS	SEE BELOW
E-MAIL ADDRESS	vuyani.msimang@msunduzi.gov.za	Martin.McNamara@msunduzi.gov.za	

PART B

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:

THE MSUNDUZI MUNICIPALITY
CONTRACT No. SCM 18 OF 26/27
REHABILITATION OF ROADS VULINDLELA WARD 1 - SHANGE ROAD
DATA SHEET 2: AUTHORITY TO SIGN DOCUMENT

I/We*, the undersigned, am/are* duly authorised to sign the tender document on behalf of

.....

by virtue of the Articles of Association/Resolution of the Board of Directors*, **of which a certified**

copy is attached, or

Full Name of Signatory:

Capacity of Signatory:

Signature:

Date:

Witnesses:-

(1) Full Name:

Signature: Date.....

(2) Full Name:

Signature: Date.....

* **Delete whichever is inapplicable or complete as indicated if none are applicable.**

THE MSUNDUZI MUNICIPALITY
CONTRACT No. SCM 18 OF 26/27
REHABILITATION OF ROADS VULINDLELA WARD 1 - SHANGE ROAD
DATA SHEET 3: DECLARATION OF MUNICIPAL FEES

I/We do hereby declare that the Municipal Fees of *(Full Name of Tenderer)*

Is/are, as at the date of the tender closing, fully paid up, or arrangements have been concluded with the Municipality to pay the said Fees:-

DESCRIPTION

ACCOUNT No.

Electricity

Water

Rates

(Attach a copy of the current Utility Bill)

I/We acknowledge that should it be found that the Municipal Fees are not up to date, the Council may take such remedial action as it required, including termination of contract, and any income due to the Contractor shall be utilised to offset any monies due to the Council.

NB: If the Contractor is leasing the premises, a copy of the Lease Agreement must be submitted for adjudication purposes.

Full Name of Signatory.....

Capacity of Signatory.....

I.D. Number.....

Duly Authorised to sign on behalf of:-

Physical Address.....

.....

Signature.....Date.....

THE MSUNDUZI MUNICIPALITY
CONTRACT No. SCM 18 OF 26/27
REHABILITATION OF ROADS VULINDLELA WARD 1 - SHANGE ROAD
DATA SHEET 4: DECLARATION OF INTEREST

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

3.1 Full Name of bidder or his or her representative:

3.2 Identity Number:

3.3 Position occupied in the Company (director, trustee shareholder²):

.....

3.4 Company Registration Number:

3.5 Tax Reference Number:

3.6 VAT Registration Number:

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

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

3.8.1 If yes, furnish particulars.

.....

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

(a) a member of –

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

(b) a member of the board of directors of any municipal entity;

(c) an official of any municipality or municipal entity;

- (d) an employee of any national or provincial department, national or provincial public entity or 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.

“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, (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

THE MSUNDUZI MUNICIPALITY
CONTRACT No. SCM 18 OF 26/27
REHABILITATION OF ROADS VULINDLELA WARD 1 - SHANGE ROAD
DATA SHEET 5: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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

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

CERTIFICATION

I, THE UNDERSIGNED, (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

THE MSUNDUZI MUNICIPALITY
CONTRACT No. SCM 18 OF 26/27
REHABILITATION OF ROADS VULINDLELA WARD 1 - SHANGE ROAD
DATA SHEET 6: CERTIFICATE OF INDEPENDENT BID DETERMINATION

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* prohibited meaning that it cannot be justified under any grounds.
3. Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
4. This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

_____ (Name of Municipality / Municipal Entity)

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

I certify, on behalf of: _____
that:

(Name of Bidder)

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

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

THE MSUNDUZI MUNICIPALITY
CONTRACT No. SCM 18 OF 26/27
REHABILITATION OF ROADS VULINDLELA WARD 1 - SHANGE ROAD
DATA SHEET 7: 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:

* Delete if not applicable

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.

.....

.....

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

.....

.....

4. Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic?

***YES / NO**

- 4.1 If yes, furnish particulars

.....
.....

CERTIFICATION

I, THE UNDERSIGNED, (NAME)

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

THE MSUNDUZI MUNICIPALITY
CONTRACT No. SCM 18 OF 26/27
REHABILITATION OF ROADS VULINDLELA WARD 1 - SHANGE ROAD

DATA SHEET 8: CERTIFICATE OF ATTENDANCE AT COMPULSORY TENDER BRIEFING /
SITE INSPECTION

This is to certify that (Full Name of Tenderer)

.....

of (address)

.....

.....

was represented by the person named below at the compulsory Tender Briefing/Site Inspection held for all tenderers at **10h00** on **Thursday, 05 November 2026** at the Auditorium 1, 1st Floor, Bessie Head Library, 260 Church Street, Pietermaritzburg.

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. I/We further acknowledge that tenderers arriving after the stipulated time, or who fail to sign the attendance register, will be disqualified.

Particulars of the person attending the meeting:

Name:.....

Capacity:

Signature:.....

Attendance of the above person at the meeting is confirmed by the Employer's representative:

Name:.....

Capacity:

Signature:.....

Date and time:.....

THE MSUNDUZI MUNICIPALITY
CONTRACT No. SCM 18 OF 26/27
REHABILITATION OF ROADS VULINDLELA WARD 1 - SHANGE ROAD
DATA SHEET 9: RECORD OF ADDENDA TO TENDER DOCUMENTS

I/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.		

If there is insufficient space above, the tenderer may append additional sheets. Number of additional sheets appended (if nil, enter NIL):

SIGNED BY/ON BEHALF OF TENDERER:

NAME (in block letters)	SIGNATURE	DATE

THE MSUNDUZI MUNICIPALITY
CONTRACT No. SCM 18 OF 26/27
REHABILITATION OF ROADS VULINDLELA WARD 1 - SHANGE ROAD
DATA SHEET 10: CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

This Data Sheet is to be completed only if the tenderer is a joint venture or consortium.

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: ¶ CIDB CRS No.: % share:		Signature: ¶ Name: Designation:
Partner: ¶ CIDB CRS No.: % share:		Signature: ¶ Name: Designation:
Partner: ¶ CIDB CRS No.: % share:		Signature: ¶ Name: Designation:

Note: The documents listed in clause 17 of the Msunduzi Standard Conditions of Tender (T1.2.4.1) must be attached to this Data Sheet for every party to the joint venture, together with a signed undertaking or joint venture agreement showing clearly the company registration number, authorised signatory, percentage share and address of each partner. The value of work to be undertaken by each partner must be within its CIDB grading limit.

THE MSUNDUZI MUNICIPALITY
CONTRACT No. SCM 18 OF 26/27
REHABILITATION OF ROADS VULINDLELA WARD 1 - SHANGE ROAD
DATA SHEET 11: CIDB CONTRACTOR REGISTRATION

A printout of the tenderer's active registration from the CIDB Register of Contractors (CRS), showing a contractor grading designation of **6CE or higher**, shall be attached to this page. Where a tenderer satisfies the CIDB contractor grading designation requirements through joint venture formation, the CRS printout of each partner must be attached.

The details below will be verified on the CIDB website. It is the tenderer's responsibility to ensure that its registration is active and remains active throughout the adjudication process; only a valid CRS number will be considered.

Name of contractor or joint venture member	CIDB CRS number	Grading designation (e.g. 6CE) and expiry date

I/We acknowledge that failure to submit the required proof of active CIDB registration in the required grading designation will result in the tender being declared non-responsive.

SIGNED BY/ON BEHALF OF TENDERER:

NAME (in block letters)	SIGNATURE	DATE

THE MSUNDUZI MUNICIPALITY
CONTRACT No. SCM 18 OF 26/27
REHABILITATION OF ROADS VULINDLELA WARD 1 - SHANGE ROAD
DATA SHEET 12: LETTER OF GOOD STANDING (COMPENSATION FOR OCCUPATIONAL
INJURIES AND DISEASES ACT)

Tenderers shall attach to this page a copy of a valid Letter of Good Standing issued by the Compensation Commissioner, or by a licensed compensation insurer, in terms of the Compensation for Occupational Injuries and Diseases Act, 1993 (Act No. 130 of 1993). In the case of a joint venture, a letter must be attached for every partner.

COID registration number:

Expiry date of Letter of Good Standing:

SIGNED BY/ON BEHALF OF TENDERER:

NAME (in block letters)	SIGNATURE	DATE

THE MSUNDUZI MUNICIPALITY
CONTRACT No. SCM 18 OF 26/27
REHABILITATION OF ROADS VULINDLELA WARD 1 - SHANGE ROAD
DATA SHEET 13: SCHEDULE OF COMPLETED ROAD UPGRADE / RECONSTRUCTION
PROJECTS

This Data Sheet will be used to score functionality criterion 2 (Tenderer's Road Upgrade Projects Experience). Tenderers must submit a list of completed Road Rehabilitation, Road Upgrade, Road Reseal or Bridge Construction projects with a contract value exceeding R3 000 000 (excluding VAT). Evaluation will be based on the relevance of the projects, the scope of works undertaken and proof of successful completion. Tenderers must provide certified Final Approval Certificates or Completion Certificates for each project, together with the contact details of the Employer's representative for verification purposes. Only certificates signed by the Employer will be accepted as proof of experience. Projects for which no certificate is attached will not be scored.

No.	Project name and description of the road works	Employer and reference (name, telephone, e-mail)	Contract value (R, excl. VAT)	Date of completion	Certificate attached (Yes / No)
1					
2					
3					
4					
5					
6					

If there is insufficient space above, the tenderer may append additional sheets. Number of additional sheets appended (if nil, enter NIL):

SIGNED BY/ON BEHALF OF TENDERER:

NAME (in block letters)	SIGNATURE	DATE

THE MSUNDUZI MUNICIPALITY
CONTRACT No. SCM 18 OF 26/27
REHABILITATION OF ROADS VULINDLELA WARD 1 - SHANGE ROAD
DATA SHEET 14: DETAILS OF KEY PERSONNEL

This Data Sheet will be used to verify the mandatory minimum qualifications (F.2.1) and to score functionality criterion 1 (Key Personnel). For each person the tenderer shall attach a detailed Curriculum Vitae, certified copies of qualifications and (where required) professional registration certificates. Key personnel without the relevant minimum experience will be allocated 0 points.

1(a) CONTRACTS MANAGER		
Name:		
Professional registration (ECSA / SACPCMP) category, number and date:		
Years of relevant experience claimed:		
Relevant road projects (project and employer)	Position held	Period (from – to)

1(b) CONSTRUCTION MANAGER (SENIOR SITE AGENT)		
Name:		
LIC NQF 5, or Civil Engineering / Construction Management qualification (National Diploma, Degree, BTech, BEng/BSc or equivalent), and date obtained:		
Years of relevant experience claimed:		
Relevant road projects (project and employer)	Position held	Period (from – to)

1(c) FOREMAN / SUPERVISOR		
Name:		
NQF 4 qualification and date obtained:		
Years of relevant experience claimed:		
Relevant road projects (project and employer)	Position held	Period (from – to)

SIGNED BY/ON BEHALF OF TENDERER:

NAME (in block letters)	SIGNATURE	DATE

THE MSUNDUZI MUNICIPALITY
CONTRACT No. SCM 18 OF 26/27
REHABILITATION OF ROADS VULINDLELA WARD 1 - SHANGE ROAD
DATA SHEET 15: FORM CONCERNING FULFILMENT OF THE CONSTRUCTION
REGULATIONS

In terms of regulation 5(1)(h) of the Construction Regulations, 2014 (hereinafter referred to as the Regulations), promulgated on 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 its firm has the necessary competencies and resources to carry out the work safely and has allowed adequately in its 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 Bill 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 liability period. (Tick) ☐ YES ☐ NO

SIGNED BY/ON BEHALF OF TENDERER:

NAME (in block letters)	SIGNATURE	DATE

THE MSUNDUZI MUNICIPALITY
CONTRACT No. SCM 18 OF 26/27
REHABILITATION OF ROADS VULINDLELA WARD 1 - SHANGE ROAD

DATA SHEET 16: LOCAL SUBCONTRACTING AND LOCAL PROCUREMENT UNDERTAKING

I/We, the undersigned, being duly authorised to sign on behalf of the tenderer, confirm that I/we have read and understood clause C1.2.1.3 of the Contract Data (Local Subcontracting and Local Procurement of Materials) and undertake that, should this tender be accepted, the tenderer will:

1. subcontract 30% of the value of the Works (as defined in clause C1.2.1.3), which percentage is not to be exceeded, in accordance with clause 52.5 (Subcontracting as condition of Contract) of the Msunduzi Municipality's Supply Chain Management Policy, to local emerging contractors falling within the designated groups listed below and in clause C1.2.1.3, whose principal place of business is within the area of jurisdiction of the Msunduzi Municipality, with first preference to contractors based in Ward 1 and the adjoining wards;
2. procure the majority, being not less than 51% by value, of the materials required for the Works from suppliers and manufacturers located within the area of jurisdiction of the Msunduzi Municipality, subject to the exemptions provided for in clause C1.2.1.3;
3. submit the Local Participation Plan, enter into written subcontracts, pay local subcontractors and suppliers promptly and report monthly, all as required by clause C1.2.1.3; and
4. accept that the sanctions stated in clause C1.2.1.3 will apply should the specified participation goals not be achieved.

Designated groups for subcontracting (Msunduzi SCM Policy, clause 52.5). In terms of clause 52.5(2) of the Msunduzi Municipality's Supply Chain Management Policy (Subcontracting as condition of Contract), where subcontracting is applied as a tendering condition for a contract above R10 million, the successful tenderer must subcontract a minimum of 30% of the value of the contract to one or more of the following designated groups:

- (a) a Msunduzi EME;
- (b) an EME or QSE which is at least 51% owned by black people;
- (c) an EME or QSE which is at least 51% owned by black people who are youth;
- (d) an EME or QSE which is at least 51% owned by black people who are women;
- (e) an EME or QSE which is at least 51% owned by black people with disabilities;
- (f) an EME or QSE which is 51% owned by black people living in rural or underdeveloped areas or townships;
- (g) a co-operative which is at least 51% owned by black people;
- (h) an EME or QSE which is at least 51% owned by black people who are military veterans;
- (i) a Msunduzi manufacturing enterprise;
- (j) an enterprise qualifying on the basis of the location of the business enterprise; or
- (k) an enterprise falling within more than one of the categories referred to in paragraphs (a) to (j).

In terms of clauses 52.5(3), 52.5(4) and 52.6 of the Supply Chain Management Policy, the Municipality will make available the list of suppliers registered on the database approved by the National Treasury in respect of the applicable designated groups, from which the Contractor must select its subcontractors, and the Contractor may only enter into a subcontracting arrangement with the approval of the Municipality.

Subcontracting will be as per the Msunduzi Municipality's Supply Chain Management Policy. I/We confirm that the rates and prices tendered include full compensation for compliance with this undertaking and that no additional payment will be claimed in this regard.

Indicative portions of the Works that the tenderer proposes to subcontract to local emerging contractors (for information; the final Local Participation Plan is submitted after award):

No.	Portion of the Works / Bill of Quantities section	Estimated value (R, excl. VAT) as per BOQ
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
[A] Total value of construction payment items targeted for Sub-Contracting(R, excl. VAT)		
[B] Total value of construction payment items targeted for Sub-Contracting [A] as percentage (%) of total offered amount (excl VAT)		

SIGNED BY/ON BEHALF OF TENDERER:

NAME (in block letters)	SIGNATURE	DATE

THE MSUNDUZI MUNICIPALITY
CONTRACT No. SCM 18 OF 26/27
REHABILITATION OF ROADS VULINDLELA WARD 1 - SHANGE ROAD
ANNEXURE "A": ALTERATIONS BY TENDERER

PAGE	SECTION OR ITEM	PROPOSED DEPARTURE/MODIFICATION

SIGNATURE.....DATE.....

THE MSUNDUZI MUNICIPALITY
CONTRACT No. SCM 18 OF 26/27
REHABILITATION OF ROADS VULINDLELA WARD 1 - SHANGE ROAD
ANNEXURE “B”: OCCUPATIONAL HEALTH AND SAFETY ACT (ACT No. 85 OF 1993)

SECTION 37(1)

Whenever an employee does or omits to do any act which would be an offence in terms of this Act for the employer of such employee or a user to do or omit to do, then, it is proved that –

- (a) *in doing or omitting to do the act the employee was acting without connivance or permission of the employer or any such user;*
- (b) *it was not under any condition or in any circumstance within the scope of the authority of the employee to do or omit to do an act, whether lawful or unlawful, of the character of the act or omission charged; and*
- (c) *all reasonable steps were taken by the employer or any such user to prevent any act or omission of the kind in question,*

the employer or any such user himself shall be presumed to have done or omitted to do that act, and shall be liable to be convicted and sentenced in respect thereof; and the fact that he issued instructions forbidding any act or omission of the kind in question shall not, in itself, be accepted as sufficient proof that he took all reasonable steps to prevent the act or omission.

SECTION 37(2)

The provisions of subsection (1) shall “mutatis mutandi” apply in the case of a mandatory of any employer or user, except if the parties have agreed in writing to the arrangements and procedures between them to ensure compliance by the mandatory with the provisions of this Act.

ACCEPTANCE BY MANDATORY

In terms of the provisions of Section 37(2) of the Occupational Health and Safety Act 85 of 1993,

I, _____
 (Name of PRINCIPAL CONTRACTOR / Representative) acting for and on behalf of _____
 (Name of PRINCIPAL CONTRACTOR / Company) undertake to ensure that the requirements and provisions of the Health and Safety Specifications issued by the client at the following site: _____
 (Name of Site) are complied with in the following manner:

- To produce, review, monitor and enforce a Health and Safety Plan which has been approved by the Client, an Agent for the Client or a Principal Contractor;
- To include a risk assessment in the Health and Safety Plan which identifies all hazards pertaining to the project;
- To ensure that all relevant documentation required by the Occupational Health and Safety Act and Regulations, including the Construction Regulations, the Compensation for Occupational Injuries and

Diseases Act as well as any other statutory laws as amended from time to time is available on site in the health and safety file;

- Enforce precautionary measures stipulated in the risk assessments.

The person signing this agreement confirms that he/she has the authority to so sign and to bind his/her employer, the said Contractor.

Signature: _____ Date: _____
(on behalf of PRINCIPAL CONTRACTOR)

Signature: _____ Date: _____
(CLIENT- Msunduzi Municipality)

Print Name: _____
(Name of CLIENT Representative)

THE MSUNDUZI MUNICIPALITY
CONTRACT No. SCM 18 OF 26/27
REHABILITATION OF ROADS VULINDLELA WARD 1 - SHANGE ROAD
ANNEXURE “C”: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL
PROCUREMENT REGULATIONS 2022

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to all bids:
- 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 value of this bid is estimated not to exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 Preference Point System shall be applicable.
- 1.3 Points for this bid shall be awarded for:
- (a) Price; and
 - (b) Specific Goals.
- 1.4 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and Specific Goals must not exceed	100

- 1.5 Failure on the part of a bidder to submit proof or documentation required in terms of this tender to claim points for specific goals, if the bidder did not submit proof or documentation required to claim for specific goals will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a bid 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) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (b) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“Functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (d) **“highest acceptable tender”** means a tender that complies with all specifications and conditions of tender and that has the highest price compared to other tenders;
- (e) **“lowest acceptable tender”** means a tender that complies with all specifications and conditions of tender and that has lowest price compared to other tenders;

Pt = Price of bid 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.
- 4.2 For the purpose of this tender points will be allocated in accordance with the specific goals as outlined in the Tender Document specification and must be supported by proof / documentation stated therein.
- 4.3 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

5. SUB-CONTRACTING

- 5.1 Will any portion of the contract be sub-contracted?
(Tick applicable box)

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

- 5.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%?
- ii) The name of the sub-contractor.....
.....
- iii) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

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

- iv) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2022:

Designated Group: An EME or QSE which is at last 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Co-operative owned by black people		
Black people who are military veterans		
OR		

Msunduzi EME		
Msunduzi Manufacturing Enterprise		
Location of a Business Enterprise		

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

6.1 Name of company/firm.....

6.2 VAT registration number.....

6.3 Company registration number.....

6.4 **TYPE OF COMPANY/ FIRM**

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation
- ☐ Company
- ☐ (Pty) Limited
- ☐ Non-Profit Company

[Tick applicable box]

6.5 **DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

.....

.....

.....

6.6 **COMPANY CLASSIFICATION**

- ☐ Manufacturer
- ☐ Supplier
- ☐ Professional service provider
- ☐ Other service providers, e.g. transporter, etc.

[Tick applicable box]

6.7 **MUNICIPAL INFORMATION**

Municipality where business is situated.....

Registered Account Number:

Stand Number:

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

6.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I / we 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 5.2, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser 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 purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding 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 bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution.

WITNESSES:

1.

2.

.....

SIGNATURE(S) OF BIDDER(S)

DATE:.....

ADDRESS:

.....

.....

THE MSUNDUZI MUNICIPALITY
CONTRACT No. SCM 18 OF 26/27
REHABILITATION OF ROADS VULINDLELA WARD 1 - SHANGE ROAD
ANNEXURE "D": TAX CLEARANCE CERTIFICATE

Please attach hereto a Tax Compliance Status Verification Pin issued by SARS as required in terms of Regulation 16 of the Preferential Procurement Regulations, 2001

THE MSUNDUZI MUNICIPALITY
CONTRACT No. SCM 18 OF 26/27
REHABILITATION OF ROADS VULINDLELA WARD 1 - SHANGE ROAD
ANNEXURE "E": CIPC REGISTRATION CERTIFICATE

Please attach hereto proof of registration with the Companies and Intellectual Property Commission (CIPC)

THE MSUNDUZI MUNICIPALITY
CONTRACT No. SCM 18 OF 26/27
REHABILITATION OF ROADS VULINDLELA WARD 1 - SHANGE ROAD
ANNEXURE "F": CENTRAL SUPPLIER DATABASE (CSD) REGISTRATION REPORT

Please attach hereto proof of registration with the Central Supplier Database (CSD)

THE MSUNDUZI MUNICIPALITY
CONTRACT No. SCM 18 OF 26/27
REHABILITATION OF ROADS VULINDLELA WARD 1 - SHANGE ROAD
ANNEXURE “G”: COMPACT DISC (CD) OR USB-FLASH DRIVE

The Compact Disc (CD) or USB-Flash Drive should be submitted in a sealed envelope and attached hereto.

The Disc(CD) or USB -flash drive may assist both Municipality and bidders in case of dispute with regards to the contents of the bid submitted, the scanned copy may serve as the secondary verification method.

SIGNED ON BEHALF OF THE SERVICE PROVIDER:

Name of Service Provider

Name of Signatory:

Capacity of Signatory:

Signature Date

All literature and attachments submitted must be securely attached to the tender.

The Council shall not be held liable for any loss or damages sustained due to the Service Provider's failure to comply with this condition.

PART C1: AGREEMENTS AND CONTRACT DATA

C1.1 FORM OF OFFER AND ACCEPTANCE

A. OFFER

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

Contract No.: SCM 18 OF 26/27

REHABILITATION OF ROADS VULINDLELA WARD 1 - SHANGE ROAD

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

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

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

R (In words.),

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 Bidder before the end of the period of validity stated in the Bid Data, whereupon the Bidder becomes the party named as the Contractor in the Conditions of Contract identified in the Contract Data.

Signature: (of person authorized to sign the Bid):

Name: (of signatory in capitals):

Capacity: (of Signatory):

Name of Bidder: (organisation):

Address:

Telephone number: **Email Address:**

Witness:

Signature:

Name: (in capitals):

Date:

[Failure of a Bidder to sign this form will invalidate the BID]**B. ACCEPTANCE**

By signing this part of the Form of Offer and Acceptance, the Employer identified below accepts the Bidder'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 Bidder's Offer shall form an agreement between the Employer and the Bidder upon the terms and conditions contained in this Agreement and in the Contract that is the subject of this Agreement.

The terms of the contract are contained in

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

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

Deviations from and amendments to the documents listed in the Bid Data and any addenda thereto listed in the Bid Schedules as well as any changes to the terms of the Offer agreed by the Bidder 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 representatives of both parties.

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

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

Signature:

Name: *(in capitals)*

Capacity:

Name of Employer (organisation)

Address:

Witness:

Signature: **Name:**

Date:

C. SCHEDULE OF DEVIATIONS

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

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

Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the bid documents and which it is agreed by the Parties becomes an obligation of the contract shall also be recorded here.

Any change or addition to the tender documents arising from the above 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:
5. **Subject:**
Details:

By the duly authorised representatives signing this Schedule of Deviations, the Employer and the Bidder agree to and accept the foregoing Schedule of Deviations as the only deviations from and amendments to the documents listed in the Bid Data and addenda thereto as listed in the Tender Schedules, as well as any confirmation, clarification or change to the terms of the offer agreed by the Bidder 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 bid documents and the receipt by the Bidder of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this Agreement.

FOR THE BIDDER:

Signature:

Name:

Capacity:

Bidder: *(Name and address of organisation)*

Witness:

Signature:

Name:

Date:

FOR THE EMPLOYER

Signature:

Name:

Capacity:

Employer: *(Name and address of organisation)*

Witness:

Signature:

Name:

Date:

D: CONFIRMATION OF RECEIPT

The Bidder, (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) 20.....(year)

at(place)

For the Contractor:

.....

Signature

.....

Name

.....

Capacity

Signature and Name of Witness:

.....

Signature

.....

Name

C1.2 CONTRACT DATA

C1.2.1 Conditions of Contract

C1.2.1.1 General Conditions of Contract

The Conditions of Contract are the **General Conditions of Contract for Construction Works, Third Edition (2015)**, published by the South African Institution of Civil Engineering (SAICE), Private Bag X200, Halfway House, 1685 ("GCC 2015"). Copies of these conditions of contract may be obtained from SAICE (www.saice.org.za). The General Conditions of Contract are not bound into this document and may not be amended by the tenderer.

The General Conditions of Contract make several 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 Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the General Conditions of Contract. Each item of data given in C1.2.2 is cross-referenced to the clause in the General Conditions of Contract to which it mainly applies.

All references in this document to the General Conditions of Contract are references to GCC 2015 (Third Edition) and its clause numbering. Where the Msunduzi Municipality's standard tender conditions (T1.2.4) or the COLTO Standard Specifications refer to the "Engineer", this means the Employer's Agent as defined in Clause 1.1.1.16 of GCC 2015.

Prior to the undertaking of any work the successful tenderer shall be required to enter into a Service Level Agreement with the Employer to address any post-award requirements of this tender document (T1.2.4.1, clause 10). The Service Level Agreement shall not amend the Conditions of Contract.

C1.2.1.2 Payment of Labour and Community Liaison Officer

The Ward Councillor in whose ward the work is to be done will, together with the Project Steering Committee, identify a Community Liaison Officer (CLO) for the project and make the person known to the Contractor within two days of being requested to do so. The Contractor will be required to enter into a written contract with the CLO that specifies:

- (a) the hours of work and the remuneration of the CLO, which shall be R6 500,00 (six thousand five hundred Rand) per month, being the rate stipulated by the Employer in item B12.04 of the Bill of Quantities;
- (b) the duration of the appointment; and
- (c) the duties to be undertaken by the CLO, which include assisting in all respects relating to the recruitment of local labour; acting as a source of information for the community and councillors on issues related to the contract; keeping the Contractor advised on community issues and issues pertaining to local security; assisting in setting up any meetings or negotiations with affected parties; keeping a written record of any labour or community issues that may arise; and any other duties that may reasonably be required by the Contractor.

Responsibility for the identification of a pool of suitable labour shall rest with the CLO, although the Contractor shall have the right to choose from that pool. The Contractor shall have the right to determine the total number of labourers required at any one time, which may vary during the contract, and the right to replace labour that is not performing adequately, in consultation with the CLO.

Local labour shall be paid not less than the applicable statutory minimum wage in force at the time (the Ministerial Determination for the Expanded Public Works Programme or the National Minimum Wage, as applicable) or the rate stipulated by the Municipality, whichever is the greater, and all statutory conditions of employment shall be met. The rate stipulated by the Municipality for EPWP labour on this Contract is R220,00 per person per day, and the number of EPWP labourers is limited to a maximum of fifteen (15).

The CLO shall be retained for the full duration of the construction period. If the Works are not completed within the time for achieving Practical Completion, the CLO shall continue to be paid by the Contractor, at the Contractor's cost, until the labour force is no longer required, including during any period in which penalties for late completion apply.

C1.2.1.3 Local Subcontracting and Local Procurement of Materials

(1) Requirement. It is a condition of this Contract that the Contractor shall:

- (a) subcontract **30%** of the value of the Works, which percentage is not to be exceeded, to local emerging contractors ("the Local Subcontracting Goal"); subcontracting will be as per the Msunduzi Municipality's Supply Chain Management Policy; and
- (b) procure the majority, being not less than **51%** by value, of the materials incorporated in the Works from manufacturers and suppliers located within the area of jurisdiction of the Msunduzi Municipality ("the Local Procurement Goal").

(2) Basis of the requirement. The requirement is imposed by the Employer as a contract participation goal in furtherance of section 217(2) and (3) of the Constitution of the Republic of South Africa, 1996, and section 2(1)(d) of the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000), read with the Preferential Procurement Regulations, 2022, and in accordance with the following instruments:

- (a) the Msunduzi Municipality's Supply Chain Management Policy (incorporating Preferential Procurement), which records that "the Msunduzi Municipality may give preference to local suppliers and/or service providers" and, in paragraph 34 (Proudly SA Campaign), that, all things being equal, preference is given to procuring local goods and services from, firstly, "suppliers and businesses within the municipality or district", and which provides, in clause 52.5 (Subcontracting as condition of Contract), that where subcontracting is applied for a contract above R10 million the tender must be advertised with a specific tendering condition that the successful tenderer must subcontract a minimum of 30% of the value of the contract to the designated groups listed in clause 52.5(2) of that Policy, from the list of suppliers made available by the Municipality, and that a subcontracting arrangement may only be entered into with the approval of the Municipality;
- (b) the Msunduzi Municipality's Supply Chain Management Policy, Part 2: Infrastructure Procurement Policy, which records that the "Msunduzi Municipality encourages the participation of subcontracting of 35% of high value infrastructure projects starting from R5 million to local emerging contractors"; for this Contract the minimum of 30% prescribed by clause 52.5 of the Supply Chain Management Policy applies;
- (c) the CIDB Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts (Notice No. 1239 of 2017, Government Gazette No. 41237 of 10 November 2017), issued in terms of section 5(2) of the Construction Industry Development Board Act, 2000 (Act No. 38 of 2000), which provides for target areas comprising one or more local municipalities or wards and with which this clause shall be read; and
- (d) Clause 4.4 (Subcontracting) of the General Conditions of Contract for Construction Works, Third Edition (2015).

(3) Definitions. For the purposes of this clause:

- (a) "value of the Works" means the Contract Sum excluding Value Added Tax, contingencies, Provisional Sums and Prime Cost Sums;
- (b) "local emerging contractor" means an enterprise falling within one or more of the designated groups listed in clause 52.5(2) of the Msunduzi Municipality's Supply Chain Management Policy (a Msunduzi EME; an EME or QSE which is at least 51% owned by black people, including black people who are youth, women, persons with disabilities, persons living in rural or underdeveloped areas or townships, or military veterans; a co-operative which is at least 51% owned by black people; a Msunduzi manufacturing enterprise; or an enterprise qualifying on the basis of the location of the business enterprise), which is registered on the Central Supplier Database, is tax compliant, is registered with the CIDB in a contractor grading designation and class of works appropriate to the work subcontracted to it, and has its principal place of business within the target area;
- (c) "target area" means the area of jurisdiction of the Msunduzi Municipality, with first preference to enterprises based in Ward 1 and the adjoining wards; where the Contractor demonstrates to the satisfaction of the Employer's Agent that no suitable enterprise is available in the Msunduzi Municipality for a particular work package, the target area for that package may, with the written approval of the Employer, be extended to the uMgungundlovu District; and

- (d) "local supplier" means a manufacturer or supplier that operates from premises within the area of jurisdiction of the Msunduzi Municipality, as evidenced by a municipal account or lease agreement.

(4) Local Participation Plan. Within fourteen (14) days of the Commencement Date the Contractor shall submit to the Employer's Agent, for approval, a Local Participation Plan setting out the work packages to be subcontracted and their estimated values, the procedure by which local emerging contractors will be invited and selected, the materials to be procured from local suppliers and their estimated values, and the programme for subcontracting. Portions of the Works that are considered suitable for subcontracting include clearing and grubbing, kerbing and channelling, concrete-lined drains, brickwork catchpits and inlet/outlet structures, stone pitching, gabions and Reno mattresses, guardrails, road signs, road markings, traffic accommodation and finishing of the road reserve.

(5) Selection and engagement of local subcontractors. Local emerging contractors shall be selected by means of a fair, transparent and competitive process, in consultation with the Employer's Agent, the Project Steering Committee and the Community Liaison Officer, and no person may demand or be given work otherwise than through that process. The Contractor shall enter into a written subcontract with each local subcontractor on terms that are consistent with this Contract and not less favourable to the subcontractor than the corresponding terms of this Contract, including payment within thirty (30) days of the subcontractor's invoice or within seven (7) days of receipt by the Contractor of the corresponding payment from the Employer, whichever is the earlier. The Contractor shall provide reasonable mentorship and technical support to local subcontractors. Labour-only arrangements and the supply of materials shall not be counted towards the Local Subcontracting Goal.

(6) Contractor's responsibility. In terms of Clause 4.4 of the General Conditions of Contract the Contractor shall not subcontract the whole of the Contract, shall obtain the consent of the Employer's Agent to each subcontract, and shall remain fully liable for the acts, defaults and neglects of any subcontractor as if they were the acts, defaults or neglects of the Contractor. Nothing in this clause relieves the Contractor of any obligation or liability under the Contract, nor creates any contractual relationship between the Employer and a subcontractor or supplier.

(7) Local procurement of materials. The Local Procurement Goal applies to the total value (excluding VAT) of materials incorporated in the Works. Materials that are not manufactured or stocked within the area of jurisdiction of the Msunduzi Municipality, or that are not available there at the specified quality or at market-related prices, may be excluded from the calculation with the prior written approval of the Employer's Agent. Local procurement shall not relieve the Contractor of the obligation to supply materials that comply with the Specifications.

(8) Reporting and verification. With each monthly statement the Contractor shall submit a Local Participation Report, in a format approved by the Employer's Agent, showing for the month and cumulatively the value of work executed by and paid to each local subcontractor and the value of materials procured from each local supplier, supported by proof of payment. The Employer may audit the Contractor's records for the purpose of verifying the report.

(9) Sanctions. Should the Contractor fail to achieve a specified goal, for reasons other than reasons beyond the Contractor's control that are accepted in writing by the Employer, the Employer shall be entitled to deduct from amounts due to the Contractor a penalty equal to 10% of the monetary value of the shortfall, calculated at Practical Completion. A persistent failure to implement the approved Local Participation Plan, after written notice, shall constitute a failure to comply with the Contract for the purposes of Clause 9.2 of the General Conditions of Contract.

(10) No additional payment. The Contractor's rates and prices shall be deemed to include full compensation for compliance with this clause, including the management, supervision, mentorship and administration of local subcontractors and suppliers.

C1.2.1.4 Compliance with Legislation, By-laws and Standards

All works executed under this Contract shall comply with all applicable South African legislation, regulations, standards and municipal by-laws relevant to road construction, for the full duration of the Contract including the Defects Liability Period. All costs of compliance are deemed to be included in the Contract Sum. The following Acts, as amended, are listed for the attention of the Contractor without relieving the Contractor of the obligation to comply with all applicable law:

Act No.	Description
85 of 1993	Occupational Health and Safety Act (and the Construction Regulations, 2014)
130 of 1993	Compensation for Occupational Injuries and Diseases Act (COIDA)
66 of 1995	Labour Relations Act (LRA)
75 of 1997	Basic Conditions of Employment Act (BCEA)
89 of 1991	Value-Added Tax Act
58 of 1962	Income Tax Act
46 of 2000	Engineering Profession Act
38 of 2000	Construction Industry Development Board Act
56 of 2003	Local Government: Municipal Finance Management Act (MFMA)
107 of 1998	National Environmental Management Act (NEMA)
36 of 1998	National Water Act
93 of 1996	National Road Traffic Act
5 of 2009	National Land Transport Act (road classification, access, permits)
5 of 2008	National Regulator for Compulsory Specifications Act (materials compliance, SANS standards)
103 of 1977	National Building Regulations and Building Standards Act (where applicable to structures, retaining walls and culverts)
21 of 1940	Advertising on Roads and Ribbon Development Act (road reserve control)
57 of 2002	Disaster Management Act (stormwater, flood risk, emergency access)

Notwithstanding anything to the contrary in this document, and in addition to any other remedies the Employer may have, if at any time during the Contract the Employer discovers any contravention by the Contractor of the laws expressly mentioned herein or of any other applicable law, the Employer shall have the right to terminate the Contract in accordance with Clause 9.2 of GCC 2015.

C1.2.2 Contract Data Provided by the Employer

The following contract specific data, referring to the General Conditions of Contract for Construction Works, Third Edition (2015), are applicable to this Contract:

GCC 2015 clause	Contract specific data provided by the Employer
1.1.1.13	The Defects Liability Period is 12 months , commencing on the date of issue of the Certificate of Completion (Clause 5.14.4). The period is extended by the time required by the Contractor to make good outstanding work and defects notified during the period (Clause 7.8), and ends with the issue of the Final Approval Certificate (Clause 5.16.1).
1.1.1.14	The time for achieving Practical Completion is 8 months from the Commencement Date, inclusive of non-working days and special non-working days. The Commencement Date is the date of handover of the Site, after the official order has been issued.
1.1.1.15	The name of the Employer is The Msunduzi Municipality .
1.2.1.2	The address of the Employer (domicilium citandi et executandi) is: City Hall, 169 Chief Albert Luthuli Street, Pietermaritzburg, 3201. Postal: Private Bag X321, Pietermaritzburg, 3201. Employer's representative (Project Champion): Mr Martin McNamara, Senior Technologist, Roads and Transportation Unit, Tel 033 392 2189, e-mail martin.mcnamara@msunduzi.gov.za.
1.1.1.16	The name of the Employer's Agent is Mzibani Consulting Engineers (Pty) Ltd . Where the term "Engineer" is used in the Contract it means the Employer's Agent.
1.2.1.2	The address of the Employer's Agent is: 688 Karee Drive, Carlswald North Lifestyle Estate, Midrand, 1682. Tel: 011 702 1039; e-mail: admin@mzibani.co.za. Contact person: Mr Ngobende Tshabalala, Pr. Eng.
1.1.1.26	The Pricing Strategy is a Re-measurement Contract .
3.2.3	The Employer's Agent is required to obtain the specific approval of the Employer before executing any of his functions or duties according to the following clauses of the General Conditions of Contract: Clause 5.12 (extension of time for Practical Completion); Clause 6.3 (variations), where the variation will cause the Contract Price to be exceeded or changes the scope; Clause 6.6 (expenditure of Provisional Sums and Prime Cost Sums); Clause 10.1 (rulings on Contractor's claims); and any expenditure in excess of the Contract Price.
4.11 and 4.12	The key personnel named in the Contractor's tender (Contracts Manager, Construction Manager and Foreman / Supervisor) shall be employed on the Contract. Any change in key personnel must be reported to the Employer immediately; replacement personnel must have qualifications and experience equal to or exceeding those of the personnel originally proposed and must be approved by the Employer's Agent. Failure to comply may result in termination of the Contract.
5.3.1	The documentation required before commencement with Works execution is: • Health and Safety Plan, approved by the Employer's health and safety agent (refer to Clause 4.3), and proof of notification of construction work to the Department of Employment and Labour; • Initial programme, including a cash flow forecast (refer to Clauses 5.6.1 and 5.6.2.6); • Security: Performance Guarantee (refer to Clause 6.2); • Insurance (refer to Clause 8.6); • Letter of Good Standing in terms of the COID Act; and • the signed agreement in terms of section 37(2) of the Occupational Health and Safety Act (C1.6).
5.3.2	The time to submit the documentation required before commencement with Works execution is 14 days from the date of the Provisional Letter of Acceptance.
5.4.2	The access and possession of Site shall not be exclusive to the Contractor. Shange Road is a public road and access for residents, emergency vehicles, public transport and other service providers shall be maintained at all times. A Site Access Certificate will be issued once the conditions of Clauses 5.3.1 and 5.3.2 have been met.
5.8.1	The non-working days are Sundays . The special non-working days are all statutory public holidays and the annual year-end break of the civil engineering industry from 12 December 2026 to 5 January 2027 inclusive (work

GCC 2015 clause	Contract specific data provided by the Employer
	resuming on 6 January 2027), as confirmed by the Employer, or such dates as are determined for that period by the Bargaining Council for the Civil Engineering Industry.
5.12.2.2	Extension of time for abnormal climatic conditions (rainfall) shall be calculated in accordance with clause B1215 of the Project Specifications (C3.2).
5.13.1	The penalty for failing to complete the Works is R5 000 (five thousand Rand) per day for every day that elapses between the Due Completion Date and the actual date of Practical Completion. Penalties accrue from the date stated in the written Notice of Implementation of Penalties issued to the Contractor.
5.13.2	Where the Employer's Agent certifies that a portion of the Works has been completed and occupied by the Employer before the Due Completion Date, the penalty may be reduced in accordance with this clause.
5.14.1 to 5.14.4	A Certificate of Practical Completion will be issued when the Works are substantially complete and can be used for the purpose intended. A Certificate of Completion will be issued when all outstanding work and defects listed at Practical Completion have been completed and all outstanding documentation has been submitted, including as-built records, test results and any other information required by the Scope of Work.
5.16.1	The Final Approval Certificate will be issued after the expiry of the Defects Liability Period, once all defects have been made good and all contractual requirements and outstanding documentation have been submitted and approved. After issue of the Final Approval Certificate the Municipality assumes full responsibility for the long-term maintenance of the road.
5.16.3	The latent defect period is 10 years.
6.2.1	The security to be provided by the Contractor shall be a Performance Guarantee of 10% of the Contract Sum , in the form of the pro forma in C1.3, issued by a registered bank or insurer acceptable to the Employer and delivered within 14 days of the date of the Provisional Letter of Acceptance and before access to the Site is given. The guarantee will be returned to the guarantor within 14 days after the issue of the Certificate of Completion.
6.5.1.2.3	Daywork will be valued at the rates tendered in Section 1800 of the Bill of Quantities (Clause 6.5.1.1). For daywork not covered by those rates the percentage allowances to cover overhead charges are those tendered in the Bill of Quantities for handling costs and profit.
6.8.2	Contract Price Adjustment is not applicable . Prices shall remain fixed for the entire Contract Period and no price adjustment (escalation) shall apply.
6.8.3	Price adjustments for variations in the costs of special materials are not allowed.
6.10.1.5	The percentage advance on materials not yet built into the Permanent Works is 80%.
6.10.3	The percentage retention on the amounts due to the Contractor is 10% . The limit of retention money is 10% of the Contract Sum.
6.10.5	50% of the retention money shall be released upon issue of the Certificate of Practical Completion. The remaining 50% shall be released upon issue of the Final Approval Certificate, following expiry of the Defects Liability Period and completion of all outstanding obligations.
8.6.1.1.2	The value of Plant and materials supplied by the Employer to be included in the insurance sum is nil .
8.6.1.1.3	The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is 10% of the Contract Sum (i.e. the Works, plant and materials shall be insured for the Contract Sum plus 10%). The insurance shall be in the joint names of the Employer and the Contractor and shall remain valid until the issue of the Certificate of Completion.
8.6.1.2	A Coupon Policy for Special Risks issued by SASRIA is required, for the full value of the Works.
8.6.1.3	The limit of indemnity for liability insurance is R5 000 000 (five million Rand) for any single liability claim, with the number of claims unlimited. The insurance shall be valid during construction and the Defects Liability Period.
8.6	Proof of all insurances shall be submitted before commencement of construction and before access to the Site is given. All policies shall remain valid for the required duration.
10.5.1	Dispute resolution shall be by ad-hoc adjudication.
10.5.3	The number of Adjudication Board Members to be appointed is one .

GCC 2015 clause	Contract specific data provided by the Employer
10.7.1	The determination of disputes shall be by arbitration.

C1.2.3 Data Provided by the Contractor

The Contractor is advised to read the General Conditions of Contract for Construction Works, Third Edition (2015), in order to understand the implications of this Data which is required to be completed. Each item of data given below is cross-referenced to the clause in the General Conditions of Contract to which it mainly applies.

GCC 2015 clause	Item	Data to be provided by the Contractor
1.1.1.9	The name of the Contractor is:	
1.2.1.2	The address of the Contractor is (physical):	
1.2.1.2	The address of the Contractor is (postal):	
	Telephone:	
	E-mail:	
4.12.2	The Contractor's Site Agent (Construction Manager) is:	
6.2.1	The security to be provided by the Contractor is:	A Performance Guarantee of 10% of the Contract Sum (as stated in C1.2.2). Name of proposed guarantor:

SIGNED BY/ON BEHALF OF THE TENDERER:

NAME (in block letters)	SIGNATURE	DATE

C1.3 PERFORMANCE GUARANTEE

PRO FORMA

PERFORMANCE GUARANTEE

For use with the General Conditions of Contract for Construction Works, Third Edition (2015).

1. GUARANTOR DETAILS AND DEFINITIONS

"Guarantor" means:

Physical address:

"Employer" means:

"Contractor" means:

"Employer's Agent" means:
.....

"Works" means:

"Site" means:

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

"Contract Sum" means: The accepted amount inclusive of tax of R

Amount in words:

"Guaranteed Sum" means: The maximum aggregate amount of R

Amount in words:

Type of Performance Guarantee: (*Insert Variable or Fixed*)

"Expiry Date" means: (*Give date*) or any other later date set by the Contractor and/or Employer provided such instruction is received prior to the Expiry Date as indicated here.

2. 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.

3. GUARANTOR'S LIABILITY

3.1 The Guarantor's liability shall be limited to the amount of the Guaranteed Sum.

3.2 The Guarantor's period of liability shall be from and including the date on which the Performance Guarantee is signed, up to and including the Expiry Date, or the date of issue by the Employer's Agent of the Certificate of Completion of the Works, or the date of payment in full of the Guaranteed Sum, whichever occurs first.

3.3 The Employer's Agent and/or the Employer shall advise the Guarantor in writing of the date on which the Certificate of Completion of the Works has been issued.

4. CONDITIONS APPLICABLE TO THIS PERFORMANCE GUARANTEE

4.1 The Guarantor hereby acknowledges that:

4.1.1 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.

4.1.2 Its obligation under this Performance Guarantee is restricted to the payment of money.

4.2 Subject to the Guarantor's maximum liability referred to in 3.1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.2.1 to 4.2.3:

- 4.2.1 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 4.2.2;
- 4.2.2 A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) days has elapsed since the first written demand in terms of 4.2.1 and the sum certified has still not been paid;
- 4.2.3 A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 4.2.
- 4.3 Subject to the Guarantor's maximum liability referred to in 3.1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Performance Guarantee, such demand stating that:
 - 4.3.1 the Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 4.3; or
 - 4.3.2 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 4.3; and
 - 4.3.3 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.
- 4.4 It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4.2 and 4.3 shall not exceed the Guarantor's maximum liability in terms of 3.1.
- 4.5 Where the Guarantor has made payment in terms of 4.3, 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.
- 4.6 Payment by the Guarantor in terms of 4.2 or 4.3 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
- 4.7 Payment by the Guarantor in terms of 4.3 will only be made against the return of the original Performance Guarantee by the Employer.
- 4.8 The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may consider fit and the Guarantor shall not have the right to claim his release from this Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.
- 4.9 The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
- 4.10 This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 3.2, 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.
- 4.11 This Performance Guarantee, with the required demand notices in terms of 4.2 or 4.3, shall be regarded as a liquid document for the purposes of obtaining a court order.
- 4.12 Where this Performance Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrates' Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed at

Date

Guarantor's signatory (1)

Capacity

Guarantor's signatory (2)

Capacity

Witness signatory (1)

Witness signatory (2)

C1.4 DISCLOSURE STATEMENT

(Date).....

Contract: (Name).....

Contractor: (Name).....

Employer: (Name).....

Engineer: (Name).....

Dear Sirs,

I am willing and available to serve as (ad-hoc/standing) Adjudication Board Member in the above-mentioned Contract.

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

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

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

Name in full:

Signature:

C1.5 ADJUDICATION BOARD MEMBER AGREEMENT

This Agreement is entered into between:

Adjudication Board Member: *(Name, physical address, postal address, email address, fax number, telephone number and mobile number)*

.....

Contractor: *(Name, physical address, postal address, email address, fax number, telephone number and mobile number)*

.....

Employer: *(Name, physical address, postal address, email address, fax number, telephone, number and mobile number)*

.....

The contractor and the Employer will hereinafter be collectively referred to as "the Parties".

The Parties entered into a Contract for
(name of project) which provides that a dispute under or in connection with the General Conditions of Contract for Construction Works, Third Edition, 2015, must be referred to *(ad-hoc adjudication/ standing adjudication**)*.

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

1. The Adjudication Board Member accepts to perform his duties in accordance with the terms of the Contract, the General Conditions of Contract for Construction Works Adjudication Board Rules and this Agreement.
2. The Adjudicator undertakes to remain independent and impartial of the Contractor, Employer and Engineer for the duration of the Adjudication Board proceedings.
3. The Adjudication Board Member agrees to serve for the duration of the Adjudication Board proceedings.
4. The Parties may at any time, without cause and with immediate effect, jointly terminate this Agreement.
5. Unless the Parties agree, the Adjudication Board Member shall not act as arbitrator or representative of either Party in any subsequent proceedings between the Parties under the Contract. No Party may call the Adjudication Board Member as a witness in any such subsequent proceedings.
6. The standing Adjudication Board's duties shall end upon the Adjudication Board Member(s) receiving notice from the Parties of their joint decision to disband the Adjudication Board.

7. The Adjudication Board Member shall be paid in respect of time spent upon or in connection with the adjudication including time spent travelling:
- A monthly retainer of R.....(amount) for(number) of months, and /or
 - A daily fee of R.....(amount) based on a(number) hour day, and /or
 - A hourly fee of R.....(amount), and /or
 - A non- recurrent appointment fee of R.....(amount) which shall be accounted for in the final sums payable.
8. The Adjudication Board Member's expenses incurred in adjudication work shall be reimbursed at cost.

Upon submission of an invoice for fees and expenses to the Parties, the (*Contractor/ Employer***) shall pay the full amount within 28 days of receipt of the invoice and he shall be reimbursed by the other party by half the amount so that the fees and expenses are borne equally by the Parties. Late payment of such invoice shall attract the interest at prime plus 3% points compounded monthly at the prime rate changed by the Adjudication Board Member's bank.

This Agreement is entered into by:

Contractor's Signature :

Contractor's name :

Place :

Date :

Employer's signature :

Employer's name :

Place :

Date :

Adjudication Board Member's signature :

Adjudication Board Member's name :

Place :

Date :

***Delete the inapplicable party*

C1.6 AGREEMENT IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT No. 85 OF 1993

THIS AGREEMENT is made between **Msunduzi Municipality** (hereinafter called the EMPLOYER) of the one part, herein represented by:

in his capacity as:

AND:

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

in his capacity as:

duly authorized to sign on behalf of the Contractor.

WHEREAS the CONTRACTOR is the Mandatory of the EMPLOYER in consequence of an agreement between the CONTRACTOR and the EMPLOYER in respect of

CONTRACT No: (CONTRACT TITLE)

..... for the construction, completion and maintenance of the works;

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

NOW THEREFORE the parties agree as follows:

1. The CONTRACTOR undertakes to acquaint the appropriate officials and employees of the CONTRACTOR with all relevant provisions of the ACT and the regulations promulgated in terms thereof.
2. The CONTRACTOR undertakes to fully comply with all relevant duties, obligations and prohibitions imposed in terms of the ACT and Regulations: Provided that should the EMPLOYER have prescribed certain arrangements and procedures that same shall be observed and adhered to by the CONTRACTOR, his officials and employees. The CONTRACTOR shall bear the onus of acquainting himself/herself/itself with such arrangements and procedures.
3. The CONTRACTOR hereby accepts sole liability for such due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures, if any, imposed by the ACT and Regulations, and the CONTRACTOR expressly absolves the EMPLOYER and the Employer's CONSULTING ENGINEERS from being obliged to comply with any of the aforesaid duties, obligations, prohibitions, arrangements and procedures in respect of the work included in the contract.
4. The CONTRACTOR agrees that any duly authorized officials of the EMPLOYER shall be entitled, although not obliged, to take such steps as may be necessary to ensure that the CONTRACTOR has complied with his undertakings as more fully set out in paragraphs 1 and 2 above, which steps may include, but shall not be limited to, the right to inspect any appropriate site or premises occupied by the CONTRACTOR, or to take such steps it may deem necessary to remedy the default of the CONTRACTOR at the cost of the CONTRACTOR.

5. The CONTRACTOR shall be obliged to report forthwith to the EMPLOYER any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the ACT and Regulations, pursuant to work performed in terms of this agreement, and shall, on written demand, provide full details in writing of such investigation, complaint or criminal charge.

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

on this the day of 20.....

SIGNATURE:

NAME AND SURNAME:

CAPACITY:

WITNESSES: 1.

2.

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

on this the day of 20.....

SIGNATURE:

NAME AND SURNAME:

CAPACITY:

WITNESSES: 1.

2.

PART C2: PRICING DATA

C2.1 PRICING INSTRUCTIONS

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

2. DESCRIPTION OF ITEMS IN THE SCHEDULE

The Bill of Quantities has been drawn up generally in accordance with the relevant provisions of the COLTO Standard Specifications for Road and Bridge Works for State Road Authorities 1998 edition.

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

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

Unit:	The unit of measurement for each item of work as defined in the specifications.
Quantity:	The number of units of work for each item.
Rate:	The payment per unit of measurement at which the Tenderer tenders to do the work.
Amount:	The product of the quantity and the rate tendered for an item.
Lump Sum:	An amount tendered for an item, the extent of which is described in the Bill of Quantities, the specifications or elsewhere but the quantity of work of which is not measured in any units.

3. QUANTITIES REFLECTED IN THE SCHEDULE

The quantities given in the Bill of Quantities are estimates only and are subject to re-measure during the execution of the work. The quantities finally accepted and certified for payment, and not the quantities given in the Bill of Quantities, shall be used to determine payments to the Contractor. The Contractor shall obtain the Engineer's detailed instructions for all work before ordering any materials or executing work or making arrangements for it. The quantities of material or work stated in the Bill of Quantities shall not be regarded as authorisation for the Contractor to order material or to execute work.

The Works as finally completed in accordance with the Contract shall be measured and paid for as specified in the Bill of Quantities and in accordance with the COLTO Standard Specifications for Road and Bridge Works for State Road Authorities (1998 edition), the Project Specifications and the Drawings. Unless otherwise stated, items are measured neat in accordance with the Drawings, and no allowance has been made for waste. The validity of the contract will in no way be affected by differences between the quantities in the Bill of Quantities and the quantities finally certified for payment.

4. PROVISIONAL SUMS

Where Provisional sums or Prime Cost sums are provided for items in the Bill of Quantities, payment for the work done under such items will be made in accordance with clause 6.6 of the General Conditions of Contract 2015. The Employer reserves the right, during the execution of the works, to adjust the stated amounts upwards or downwards according to the work done under the item, or the item may be omitted altogether, without affecting the validity of the Contract.

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

5. PRICING OF THE SCHEDULE OF QUANTITIES

The prices and rates to be inserted by the Tenderer in the Bill of Quantities shall be the full inclusive prices to be paid by the Employer for the work described under the several items, and shall include full compensation for all costs and expenses that may be required in and for the completion and maintenance during the defects liability period of all the work described and as shown on the drawings as well as all overheads, profits, incidentals and the cost of all general risks, liabilities and obligations set forth or implied in the documents on which the Tender is based.

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

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

All rates and amounts quoted in the Bill of Quantities shall be in Rands and Cents and shall include all levies and taxes (other than VAT). VAT will be added in the Summary of the Bill of Quantities.

The Tenderer shall fill in rates for all items where the words "Rate Only" appear in the "Total" column. "Rate Only" items have been included where:

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

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

6. CORRECTION OF ENTRIES

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

7. INTERIM PAYMENTS

Unless otherwise specified, progress payments in Interim Certificates, referred to in Clause 6.10 of the General Conditions of Contract 2015, in respect of "sum" items in the Bill of Quantities shall be by means of interim progress instalments assessed by the Engineer and based on the measure in which the work actually carried out relates to the extent of the work to be done by the Contractor.

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

8. UNITS OF MEASUREMENT

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

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

9. CONSISTENCY OF RATES

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

A tender will be considered out of balance if:

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

13.01 The Contractor's general obligations

- (a) Fixed obligations
- (b) Value-related obligations
- (c) Time-related obligations

exceeds a maximum of 15% of the Tender Offer (excluding contingencies, escalation and VAT).

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

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

10. PROJECT-SPECIFIC PRICING INSTRUCTIONS

1. **Schedules.** The Bill of Quantities comprises Schedule A (Roadworks), which is measured in accordance with the COLTO Standard Specifications (1998) as amended by the Project Specifications, and Schedule B (Major Culvert), whose items are numbered and measured in accordance with Chapters 11 and 13 of the COTO Standard Specifications (Draft Standard, October 2020), read with the cross-references to the COLTO Standard Specifications given in Part B of C3.2. Item numbers prefixed with "B" or "C" are project-specific items whose measurement and payment is described in Part B of C3.2.
2. **Fixed prices.** The Contract is a fixed-price contract. Rates and prices shall be fixed for the full duration of the Contract and no contract price adjustment or special materials adjustment will be made (Clauses 6.8.2 and 6.8.3 of the Contract Data).
3. **Provisional Sums, Prime Cost Sums and Employer-stipulated rates.** The amounts and rates marked for insertion by the Employer in the "Rate" or "Amount" columns will be inserted by the Employer before the tender documents are issued and may not be altered by the tenderer.
4. **Percentage items.** For items with the unit "%" (handling costs and profit on Provisional or Prime Cost Sums) the tenderer shall insert a percentage in the "Rate" column and extend the amount as that percentage of the sum to which the item relates.
5. **Contingencies.** The contingency allowance in the Summary is under the sole control of the Employer's Agent and the Employer and will be expended in whole, in part or not at all, only on written instruction.
6. **Local participation.** The rates and prices shall include full compensation for compliance with clause C1.2.1.3 (Local Subcontracting and Local Procurement of Materials) and with the labour-intensive construction requirements of the Scope of Work.
7. **Totals.** The total of the Consolidated Summary shall be carried to the Offer in C1.1 Form of Offer and Acceptance. In the event of an arithmetical error the unit rates shall be taken as correct.

C2.2 BILL OF QUANTITIES

The Bill of Quantities follows. Schedule A covers the roadworks and Schedule B the major structure (three-cell box culvert) at chainage 0+410. Tenderers shall price every item in black ink, extend the amounts, total each section and complete the summaries.

THE MSUNDUZI MUNICIPALITY

CONTRACT No. SCM 18 OF 26/27

REHABILITATION OF ROADS VULINDLELA WARD 1 - SHANGE ROAD

(Upgrade of Shange Road, Ward 1)

PART C2: PRICING DATA

C2.2 BILL OF QUANTITIES

SCHEDULE A: BILL OF QUANTITIES - ROADWORKS

SCHEDULE A: UPGRADE OF SHANGE ROAD (WARD 1)**SECTION 1200**

ITEM NO	DESCRIPTION	UNIT	QTY	RATE (R)	AMOUNT (R)
1200	1200: GENERAL REQUIREMENTS AND PROVISIONS				
B12.01(a)(i)	Excavation of material within depth range 0-2,0m below ground level, for exposing or searching existing services - Soft material	m³	30.00		
B12.01(a)(ii)	Excavation of material within depth range 0-2,0m below ground level, for exposing or searching existing services - Intermediate material	m³	15.00		
B12.03(a)	Relocation or protection of services as ordered by Engineer - Cost of work	P.sum	1.00	35,000.00	35,000.00
B12.03(b)	Handling costs and profit in respect of item B12.03(a) above	%	35,000.00		
B12.04(a)	Provision for Community Liaison Officer - payment of CLO @ R6 500.00/month	Month	8.00	6,500.00	52,000.00
B12.04(b)	Contractor's handling cost in respect of item B12.04(a) above	%	52,000.00		
B12.05(a)	Construction Health and Safety Obligations - Occupational Health and Safety obligations (SANS 1200 A/AA, OHS Act 85 of 1993, Construction Regulations 2014)	P.sum	1.00	25,000.00	25,000.00
B12.06(a)	Compensation for Landowners - Prime Cost Sum	P.sum	1.00	80,000.00	80,000.00
B12.06(b)	Handling Cost and Profit in respect of item B12.06(a) above	%	80,000.00		
B12.07(a)	Setting Out and Protection of Beacons	P.sum	1.00	32,000.00	32,000.00
B12.07(b)	Contractor's handling cost in respect of item B12.07(a) above	%	32,000.00		
B12.09(i)(a)	Provision of Training - Training and Venue	P.sum	1.00	35,000.00	35,000.00
B12.09(i)(b)	Provision of Training - Remuneration of workers undergoing training	P.sum	1.00	45,000.00	45,000.00
B12.09(ii)	Contractor's handling costs, profits and all other charges in respect of B12.09(i)(a) and (b) above	%	80,000.00		
B12.10(a)	Employment of Graduate Students in Training - payment @ R7 500.00/month (1 no. student)	Month	8.00	7,500.00	60,000.00
B12.10(b)	Contractor's handling cost in respect of item B12.10(a) above	%	60,000.00		
B12.11(a)	Personnel Protective Clothing - cost of protective clothing	P.sum	1.00	44,000.00	44,000.00
SUB-TOTAL SECTION 1200 CARRIED FORWARD					

SCHEDULE A: UPGRADE OF SHANGE ROAD (WARD 1)**SECTION 1200**

ITEM NO	DESCRIPTION	UNIT	QTY	RATE (R)	AMOUNT (R)
SUB-TOTAL SECTION 1200 BROUGHT FORWARD					
B12.11(b)	Contractor's handling cost in respect of item B12.11(a) above	%	44,000.00		
B12.12(a)	Project Steering Committee - payment for attending meetings @ R200.00/meeting, maximum 5 members	P.sum	1.00	30,000.00	30,000.00
B12.12(b)	Contractor's handling cost in respect of item B12.12(a) above	%	30,000.00		
B12.13	Construction Nameboard	No	1.00		
B12.14(a)	Medicals for Labourers - cost of medicals	P.sum	1.00	25,000.00	25,000.00
B12.14(b)	Contractor's handling cost in respect of item B12.14(a) above	%	25,000.00		
B12.15	Social Facilitation Audits - independent social facilitator, monthly community/stakeholder engagement compliance audit and report	No	8.00	13,500.00	108,000.00
B12.18	Contractor's handling cost in respect of item B12.15 above	%	108,000.00		
TOTAL SECTION 1200 CARRIED TO SUMMARY					

SCHEDULE A: UPGRADE OF SHANGE ROAD (WARD 1)**SECTION 1300**

ITEM NO	DESCRIPTION	UNIT	QTY	RATE (R)	AMOUNT (R)
1300	1300: CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS				
B13.01(a)	The Contractor's general obligations - Fixed obligations	L. Sum	1.00		
B13.01(b)	The Contractor's general obligations - Value-related obligations	L. Sum	1.00		
B13.01(c)	The Contractor's general obligations - Time-related obligations	Month	8.00		
	Note: the combined total tendered for sub-items (a), (b) and (c) shall not exceed 15% of the tender sum.				
TOTAL SECTION 1300 CARRIED TO SUMMARY					

SCHEDULE A: UPGRADE OF SHANGE ROAD (WARD 1)

SECTION 1400

ITEM NO	DESCRIPTION	UNIT	QTY	RATE (R)	AMOUNT (R)
1400	1400: HOUSING, OFFICES AND LABORATORIES FOR THE ENGINEER'S SITE PERSONNEL				
14.01(a)	Office and laboratory accommodation - Offices (fully furnished)	m²	30.00		
14.01(e)	Office and laboratory accommodation - Ablution units	No	1.00		
14.02(a)	Office furniture - Chairs	No	8.00		
14.02(d)	Office furniture - Desks, complete with drawers and locks	No	1.00		
14.02(f)	Office furniture - Conference table	No	1.00		
14.04	Car ports, 3.0m wide and 2.5m high, at offices	No	1.00		
B14.07(a)	Rented, hotel and other accommodation for Engineering Staff - Provisional sum	L.Sum	1.00	88,000.00	88,000.00
B14.07(b)	Cellphone for Engineering Staff - Provisional sum	L. Sum	1.00	16,000.00	16,000.00
B14.07(c)	Laptop and Printer with the associated hrdware and software for the Engineeering staff.	L.sum	1.00	25,000.00	25,000.00
B14.07(d)	Handling costs and profit in respect of subitem 14.07(a)	%	129,000.00		
14.09(i)	Services at offices - Fixed costs	ump Sur	1.00		
14.09(ii)	Services at offices - Running costs	Month	8.00		
TOTAL SECTION 1400 CARRIED TO SUMMARY					

SCHEDULE A: UPGRADE OF SHANGE ROAD (WARD 1)**SECTION 1500**

ITEM NO	DESCRIPTION	UNIT	QTY	RATE (R)	AMOUNT (R)
1500	1500: ACCOMMODATION OF TRAFFIC				
15.01	Accommodation of traffic and maintaining temporary deviations	months	8.00		
15.02(a)	Earthworks for temporary deviation - Shaping of temporary deviations	km	0.60		
B15.03(a)	Temporary traffic-control facilities - Flagmen	man-day	440.00		
B15.03(b)	Temporary traffic-control facilities - Portable STOP and GO-RY sign	No	4.00		
B15.03(e)	Temporary traffic-control facilities - Road signs, R- and TR-series, up to 900mm dia.	No	4.00		
B15.03(h)(i)	Temporary traffic-control facilities - Delineators (800x200mm), single	No	10.00		
15.05(a)	Gravelling and repair of temporary deviations	m ³	50.00		
15.06	Watering of temporary deviations	kl	200.00		
15.07(a)	Blading by road grader of temporary deviations	km-pass	0.60		
TOTAL SECTION 1500 CARRIED TO SUMMARY					

SCHEDULE A: UPGRADE OF SHANGE ROAD (WARD 1)

SECTION 1700

ITEM NO	DESCRIPTION	UNIT	QTY	RATE (R)	AMOUNT (R)
1700	1700: CLEARING AND GRUBBING				
17.01(a)(i)	Clearing and grubbing within the road reserve	m 2	16,509.00		
B17.09	Demolition and Disposal of Existing Stormwater Structures	pump Sur	1.00		
TOTAL SECTION 1700 CARRIED TO SUMMARY					

SCHEDULE A: UPGRADE OF SHANGE ROAD (WARD 1)**SECTION 1800**

ITEM NO	DESCRIPTION	UNIT	QTY	RATE (R)	AMOUNT (R)
1800	1800: DAYWORKS				
B18.01(i)	Labourers - Unskilled	hr	40.00		
B18.01(ii)	Labourers - Semi-skilled	hr	20.00		
B18.01(iii)	Labourers - Skilled	hr	12.00		
B18.02	Foreman	hr	12.00		
B18.03(ii)	Tipper trucks, 5.1 - 10 ton	hr	20.00		
B18.05	Grader (CAT 140G or similar)	hr	12.00		
B18.07(i)	Compaction Rollers - Vibratory roller	hr	40.00		
B18.08(i)	Hand Controlled Compactors - Pedestrian roller	hr	20.00		
B18.09	Water truck (min. 10 000 l)	hr	12.00		
B18.10	Provisional Sum for Dayworks Materials	Prov Sum	1.00	20,000.00	20,000.00
B18.11	Handling costs and profit in respect of Dayworks Materials above	%	20,000.00		
TOTAL SECTION 1800 CARRIED TO SUMMARY					

SCHEDULE A: UPGRADE OF SHANGE ROAD (WARD 1)

SECTION 2100

[illegible]

SCHEDULE A: UPGRADE OF SHANGE ROAD (WARD 1)**SECTION 2200**

ITEM NO	DESCRIPTION	UNIT	QTY	RATE (R)	AMOUNT (R)
2200	2200: PREFABRICATED CULVERTS				
22.01	Excavation				
	(a) Excavating soft material situated within the following depth ranges below the surface level:				
	(i) 0 m up to 1.5 m	m ³	60.00		
	(b) Extra over subitem 22.01(a) for excavation in hard material, irrespective of depth	m ³	25.00		
22.02	Backfilling:				
	(a) Using the excavated material	m ³	45.00		
	(b) Using imported selected material	m ³	9.00		
	(c) Extra over subitems 22.02(a) and 22.02(b) for				
	soil cement backfilling (3% cement)	m ³	1.80		
22.09(b)(i)	Concrete pipe culverts on Class C bedding - 900mm dia. Class 75D	m	45.00		
22.09(b)(ii)	Concrete pipe culverts on Class C bedding - 600mm dia. Class 75D	m	56.00		
22.10	Brickwork [Inlet and outlet structures (masonry)]				
	(b) 230 mm thick	m ²	93.00		
22.11	(i) Vertical formwork for F1 surface finish	m ²	25.00		
	(ii) Vertical formwork for F2 surface finish	m ²	21.00		
22.12	Cast in situ concrete and formwork				
	In floor slabs for portal or rectangular culverts including formwork, joints and Class U2 finish for:				
	(i) Class 25/19 concrete	m ³	6.00		
22.13	Removing and Stacking prefabricated culverts				
	(i) 450- 600mm Diametre	m	40.00		
	(ii) 900mm diametre	m	15.00		
22.17	Manholes, catchpits, precast inlet and outlet structures complete				
	(b) Catchpits				
SUB-TOTAL SECTION 2200 CARRIED FORWARD					

SCHEDULE A: UPGRADE OF SHANGE ROAD (WARD 1)

SECTION 2200

ITEM NO	DESCRIPTION	UNIT	QTY	RATE (R)	AMOUNT (R)
SUB-TOTAL SECTION 2200 BROUGHT FORWARD					
	(1) Single splay inlet in concrete side drain as per drawing	No	8.00		
	(2) Double splay inlet in concrete side drain as per drawing	No	2.00		
22.18	Removal of existing Brickwork				
	(a) 115 mm thick	m ²	10.00		
	(b) 230 mm thick	m ²	10.00		
22.20	Removal of existing concrete Benching	m ²	10.00		
TOTAL SECTION 2200 CARRIED TO SUMMARY					

SCHEDULE A: UPGRADE OF SHANGE ROAD (WARD 1)**SECTION 2300**

ITEM NO	DESCRIPTION	UNIT	QTY	RATE (R)	AMOUNT (R)
2300	2300: CONCRETE KERBING, CONCRETE CHANNELLING, CHUTES AND DOWNPIPES, AND CONCRETE LININGS FOR OPEN DRAINS				
B23.01(a)	(Precast kerb to SABS 927 and cast in situ channel 300 mm concrete class 20/13)	m	780.00		
B23.01(b)	Precast mountable kerb (Fig 8(c) to SANS 927-1969), high/uphill side of carriageway opposite K&C, full length of road	m	880.00		
B23.01(c)	Precast mountable kerb (Fig 8(c) to SANS 927-1969) to bellmouth radius returns at Morcom Road (D1135) and Caluza Road (P399) junctions	m	64.00		
B23.07(a)	Trimming of excavation for open drains - in soft material	m ²	240.00		
B23.08	Concrete lining for open drains on 150mm G5 compacted to 93 MOD AASHTO				
	(a) Cast in situ concrete lining class 20/13 for:				
	(i) Open Drains including finishing	m ³	80.08		
	(ii) Other concrete work (Pedestrian, vehicular scoops, bullnosing, driveways etc.) including finishing	m ³	2.20		
23.1	Sealed joints in concrete linings				
	(c) Polysulphide-based sealant	m	220.00		
23.13	Polyethylene sheeting (0,15 mm thick)	m ²	220.00		
23.09	Formwork to cast in situ concrete lining for open drains (Class F2 surface finish)				
	(c) To ends of slabs	m ²	18.09		
	(d) To outside and/or inside edges of concrete lined drains and sidewalks	m ²	20.10		
23.11	Steel reinforcement				
	(c) Welded steel fabric Ref 395	m ²	220.00		
TOTAL SECTION 2300 CARRIED TO SUMMARY					

SCHEDULE A: UPGRADE OF SHANGE ROAD (WARD 1)

SECTION 3100

ITEM NO	DESCRIPTION	UNIT	QTY	RATE (R)	AMOUNT (R)
3100	3100: BORROW MATERIALS				
31.01(a)	Excess overburden - depth up to and including 0,5m	m³	100.00		
31.03(c)	Finishing-off borrow areas in soft material	ha	0.20		
	Note: compensation to landowners is priced under Section 1200, item B12.06, and is not duplicated here.				
31/B55.10(a)	Borrow-pit stock-proof fencing, 1.8m height incl. gate, Provisional Sum	Prov Sum	1.00	30,000.00	30,000.00
31/B55.10(b)	Handling costs and profit in respect of subitem 31/B55.10(a)	%	30,000.00		
TOTAL SECTION 3100 CARRIED TO SUMMARY					

SCHEDULE A: UPGRADE OF SHANGE ROAD (WARD 1)

SECTION 3300

[illegible]

SCHEDULE A: UPGRADE OF SHANGE ROAD (WARD 1)

SECTION 3400

ITEM NO	DESCRIPTION	UNIT	QTY	RATE (R)	AMOUNT (R)
3400	3400: PAVEMENT LAYERS				
	All pavement material for Items B34.01(a) to B34.01(c) will be obtained from a commercial source:				
B34.01(a)	Selected subgrade layer, Type G9 gravel (borrow pit), 150mm compacted to 93% Mod AASHTO density	m³	680.00		
B34.01(b)	Selected subgrade layer, Type G7 gravel (borrow pit), 150mm compacted to 95% Mod AASHTO density	m³	640.00		
B34.01(c)	Sub-base layer, G5 gravel 150mm compacted to 97% Mod AASHTO density	m³	605.00		
B34.01(d)	Base layer, crushed stone Type G2, 150mm compacted to 100% Mod AASHTO density	m³	535.00		
B34.02	Prime coat to base layer prior to surfacing	m²	3,675.00		
B34.03	Tack Coat				
	Spray surface using 60% anionic stable grade emulsion @ 0,8 l/m2	m2	3,675.00		
	Variation in application of emulsion	litre	5.00		
B35.00	Surfacing: 30 mm asphalt surfacing with A-E2 polymer-modified binder, commercially imported and laid	m²	3,675.00		
TOTAL SECTION 3400 CARRIED TO SUMMARY					

SCHEDULE A: UPGRADE OF SHANGE ROAD (WARD 1)

SECTION 5100

[illegible]

SCHEDULE A: UPGRADE OF SHANGE ROAD (WARD 1)

SECTION 5200

ITEM NO	DESCRIPTION	UNIT	QTY	RATE (R)	AMOUNT (R)
5200	5200: GABIONS				
52.03(c)	Galvanised & PVC-coated gabion boxes and mattresses, incl. geotextile filter membrane, to culvert inlet/outlet protection and retaining sections per Drg D-003-01/D-006-01 (road drainage structures)	m³	132.00		
TOTAL SECTION 5200 CARRIED TO SUMMARY					

SCHEDULE A: UPGRADE OF SHANGE ROAD (WARD 1)

SECTION 5400

[illegible]

SCHEDULE A: UPGRADE OF SHANGE ROAD (WARD 1)

SECTION 5600

ITEM NO	DESCRIPTION	UNIT	QTY	RATE (R)	AMOUNT (R)
5600	5600: ROAD SIGNS				
B56.01	R1 Stop sign, 600mm, incl. post and footing	No	8.00		
B56.01	R201-40 Speed limit sign (40km/h), 600mm	No	3.00		
B56.01	R201-30 Speed limit sign (30km/h), 600mm	No	3.00		
B56.01	R214 No overtaking sign, 600mm	No	5.00		
B56.01	R136 Buses, midi-buses and minibuses only sign, 900mm	No	2.00		
B56.01	W107/W108 Side road junction sign (left/right), 600mm	No	3.00		
B56.01	W202/W203 Gentle curve sign (left/right), 600mm	No	7.00		
B56.01	W208 Winding road sign, 600mm	No	5.00		
B56.01	W307 Pedestrian on the road sign, 600mm	No	3.00		
B56.10(a)	W401/W402 Danger plate at kerb inlet/speed hump, 150 x 600mm	No	16.00		
B56.01	W409 T-junction chevron sign, 2700 x 450mm	No	7.00		
B56.01	W413 Gore plate, 600 x 150mm	No	9.00		
B56.01	W332 Speed hump, 900mm, incl. road marking	No	4.00		
TOTAL SECTION 5600 CARRIED TO SUMMARY					

SCHEDULE A: UPGRADE OF SHANGE ROAD (WARD 1)

SECTION 5700

[illegible]

SCHEDULE A: UPGRADE OF SHANGE ROAD (WARD 1)

SECTION 5900

[illegible]

SCHEDULE A: UPGRADE OF SHANGE ROAD (WARD 1)

SECTION 8100

ITEM NO	DESCRIPTION	UNIT	QTY	RATE (R)	AMOUNT (R)
8100	8100: TESTING MATERIALS AND WORKMANSHIP				
B81.02(a)	Other special tests requested by the Engineer - cost of testing (materials, compaction, asphalt/concrete cubes for roadworks)	P.Sum	1.00	40,000.00	40,000.00
B81.02(b)	Handling cost and profit in respect of subitem B81.02(a)	%	40,000.00		
TOTAL SECTION 8100 CARRIED TO SUMMARY					

SCHEDULE A: UPGRADE OF SHANGE ROAD (WARD 1)**SECTION B1**

ITEM NO	DESCRIPTION	UNIT	QTY	RATE (R)	AMOUNT (R)
B1	OCCUPATIONAL HEALTH AND SAFETY ACT OBLIGATIONS				
B1.1	Contractor's initial obligations in respect of the Occupational Health and Safety Act and Construction Regulations	L. Sum	1.00		
B1.2	Contractor's time-related obligations in respect of the OHS Act and Construction Regulations / implementation of approved OHS Plan for duration of contract, incl. daily/weekly inspections, monthly meetings, required audits, consolidated health and safety file, etc.	Month	10.00		
B1.3	Submission of the Health and Safety File	L.Sum	1.00		
TOTAL SECTION B1 CARRIED TO SUMMARY					

THE MSUNDUZI MUNICIPALITY - CONTRACT No. SCM 18 OF 26/27
REHABILITATION OF ROADS VULINDLELA WARD 1 - SHANGE ROAD

SCHEDULE A: SUMMARY OF SCHEDULE OF QUANTITIES - ROADWORKS

SECTION	DESCRIPTION	AMOUNT (R)
1200	General Requirements and Provisions	
1300	Contractor's Establishment on Site and General Obligations	
1400	Housing, Offices and Laboratories 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	
3100	Borrow Materials	
3300	Mass Earthworks	
3400	Pavement Layers	
5100	Pitching, Stonework, etc.	
5200	Gabions	
5400	Guardrails	
5600	Road Signs	
5700	Road Markings	
5900	Finishing the Road and Road Reserve and Treating Old Roads	
8100	Testing Materials and Workmanship	
B1	Occupational Health and Safety Act Obligations	
	SUB-TOTAL 1 (SCHEDULE A)	
	ADD 10% CONTINGENCIES ON SUB-TOTAL 1	
	TOTAL SCHEDULE A (SUB-TOTAL 1 + 10% CONTINGENCIES, EXCLUDING VAT) CARRIED FORWARD TO THE CONSOLIDATED BILL SUMMARY	

THE MSUNDUZI MUNICIPALITY

CONTRACT No. SCM 18 OF 26/27

REHABILITATION OF ROADS VULINDLELA WARD 1 - SHANGE ROAD

(Upgrade of Shange Road, Ward 1)

PART C2: PRICING DATA

C2.2 BILL OF QUANTITIES

SCHEDULE B: BILL OF QUANTITIES - MAJOR STRUCTURE

(THREE-CELL REINFORCED CONCRETE BOX CULVERT AT CHAINAGE 0+410)

SCHEDULE B: UPGRADE OF SHANGE ROAD (WARD 1)

SECTION 11.2

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SCHEDULE B: UPGRADE OF SHANGE ROAD (WARD 1)**SECTION 13.1**

ITEM	DESCRIPTION		UNIT	QTY	RATE (R)	AMOUNT (R)
	Part C13.1: FOUNDATIONS					
C13.1.2	Additional foundation investigations:					
	C13.1.2.1	Provisional sum allowed for additional foundation investigations	P.Sum	1.00	50,000.00	50,000.00
	C13.1.2.2	Handling costs and profit in respect of item C13.1.2.1	%	50,000.00		
	For works at concrete structure & channel diversion/stream widening within 5.0m of concrete structure.					
C13.1.3	Excavation:					
	C13.1.3.1	Excavating soft material situated within the following depth ranges:				
	(a)	0m up to 1.5m	m3	100.00		
	(b)	> 1.5m and < 3.0m	m3	10.00		
	(c)	> 3.0m and < 4.5m	m3	10.00		
	C13.1.3.2	Extra over subitem C13.1.3.1 for excavation in hard material irrespective of depth	m3	10.00		
	C13.1.3.3	Extra over subitem C13.1.3.1 for additional excavation required by the Engineer after excavation is complete	m3	10.00		
	C13.1.3.4	Extra over subitem C13.1.3.1 for excavation by hand	m3	10.00		
	C13.1.3.5	Extra over subitem C13.1.3.1 for excavation in restricted areas	m3	10.00		
	For working space for formwork.					
C13.1.3	Excavation:					
	C13.1.3.1	Excavating soft material situated within the following depth ranges:				
	(a)	0m up to 1.5m	m3	200.00		
	(b)	> 1.5m and < 3.0m	m3	120.00		
	(c)	> 3.0m and < 4.5m	m3	20.00		
	C13.1.3.2	Extra over subitem C13.1.3.1 for excavation in hard material irrespective of depth	m3	20.00		
SUB-TOTAL SECTION 13.1 CARRIED FORWARD						

SCHEDULE B: UPGRADE OF SHANGE ROAD (WARD 1)**SECTION 13.1**

ITEM	DESCRIPTION				UNIT	QTY	RATE (R)	AMOUNT (R)
SUB-TOTAL SECTION 13.1 BROUGHT FORWARD								
	C13.1.3.3	Extra over subitem C13.1.3.1 for additional excavation required by the Engineer after excavation is complete			m3	20.00		
	C13.1.3.4	Extra over subitem C13.1.3.1 for excavation by hand			m3	20.00		
	C13.1.3.5	Extra over subitem C13.1.3.1 for excavation in restricted areas			m3	20.00		
C13.1.6	Access and drainage:							
	C13.1.6.1	Access			L.Sum	1.00		
	C13.1.6.2	Drainage			L.Sum	1.00		
C13.1.7	Backfill to excavations utilising:							
	C13.1.7.1	Material from excavation			m3	20.00		
	C13.1.7.2	Imported material			m3	120.00		
C13.1.10	Haul in excess of 1.0km on excavated material and on material imported for backfill, foundation fill and fill for cassions				m3-km	18,500.00		
C13.1.14	Foundation fill consisting of:							
	C13.1.14.1	Rock fill			m3	200.00		
	C13.1.14.5	Concrete blinding (75mm thickness in concrete class 15MPa)			m3	5.00		
C13.1.21	Foundation lining (SABS 250micron sheeting)				m2	60.00		
TOTAL SECTION 13.1 CARRIED TO SUMMARY								

SCHEDULE B: UPGRADE OF SHANGE ROAD (WARD 1)**SECTION 13.2**

ITEM	DESCRIPTION				UNIT	QTY	RATE (R)	AMOUNT (R)
	Part C13.2: FALSEWORK, FORMWORK AND CONCRETE FINISH							
C13.2.2	Vertical formwork to provide surface finish to:							
		(Class F1 - Concealed)						
		(a)	Parapets and cut-off walls to barrel and apron slabs		m2	40.00		
		(b)	Barrel walls		m2	25.00		
		(c)	Earwing walls		m2	25.00		
		(d)	Wearing Course Slab		m2	5.00		
		(c)	Approach slab		m2	5.00		
		(Class F2 - Exposed)						
		(a)	Parapet walls		m2	30.00		
		(b)	Barrel walls		m2	40.00		
		(c)	Earwing walls		m2	25.00		
C13.2.3	Horizontal formwork to provide surface finish to:							
		(Class F2 - Exposed)						
		(a)	Barrel soffit (including top fillets)		m2	15.00		
		(b)	Barrel bottom fillets		m2	25.00		
C13.2.4	Inclined formwork to provide surface finish to:							
		(Class F2 - Exposed)						
		(a)	Barrel inlet soffit 150 x 150 bevel		m2	5.00		
TOTAL SECTION 13.2 CARRIED TO SUMMARY								

SCHEDULE B: UPGRADE OF SHANGE ROAD (WARD 1)**SECTION 13.3**

ITEM	DESCRIPTION			UNIT	QTY	RATE (R)	AMOUNT (R)
	Part C13.3: STEEL REINFORCEMENT						
C13.3.1	Reinforcement for:						
	C13.3.1.1	Parapet walls and barrel cut-off walls:					
		(a)	High-yield-stress-steel bars (450MPa Y Bars)	t	1.00		
	C13.3.1.2	Barrel:					
		(a)	High-yield-stress-steel bars (450MPa Y Bars)	t	5.00		
	C13.3.1.3	Earwing walls:					
		(a)	High-yield-stress-steel bars (450MPa Y Bars)	t	1.00		
	C13.3.1.4	Wearing Course Slab:					
		(a)	High-yield-stress-steel bars (450MPa Y Bars)	t	0.50		
	C13.3.1.5	Approach Slab (Welded steel fabric)					
		(b)	Ref: 245 for approach apron slab	kg	130.00		
	C13.3.1.6	Apron slabs, baffle blocks & apron slab cut-off walls					
		(a)	High-yield-stress-steel bars (450MPa Y Bars)	t	0.50		
		(b)	Welded Steel Fabric				
		(i)	Ref: 245 for approach apron slab	kg	80.00		
C13.3.4	Extra-over item C13.3.1 for galvanising of reinforcement:						
		(a)	C13.3.1.2 (b) - Barrel (dowels at apron and reno-mattresses)	t	0.50		
TOTAL SECTION 13.3 CARRIED TO SUMMARY							

SCHEDULE B: UPGRADE OF SHANGE ROAD (WARD 1)

SECTION 13.4

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SCHEDULE B: UPGRADE OF SHANGE ROAD (WARD 1)

SECTION 13.7

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SCHEDULE B: UPGRADE OF SHANGE ROAD (WARD 1)**SECTION 13.8**

ITEM	DESCRIPTION				UNIT	QTY	RATE (R)	AMOUNT (R)
	Part C13.8: ANCILLARY STRUCTURAL ELEMENTS							
C13.8.7	Numbers for structures							
	C13.8.7.3	Numbers formed in concrete			No.	2.00		
C13.8.10	Drainage pipes and weep holes:							
	C13.8.10.2	Weep holes:						
		(b)	Type uPVC size 50mm diameter		No	10.00		
C13.8.12	Synthetic-fibre filter fabric (Geotextile Grade 1 to bottom and sides of rockfill)				m2	400.00		
C13.8.15	Drainage strips:							
		(a)	500mm wide strip of geotextile grade 2 to cover joints between the box culvert barrel sections, earwing joints and cantilever wingwall joints		m	20.00		
		(b)	Drainage strips 330 mm wide (Kaytech WickDrain GPA 330 or equivalent as approved by the engineer), including wrapping the strips in stitched grade 2 filter fabric sleeves		m	20.00		
C13.8.16	Perforated drainage pipes:							
	C13.8.16.1	Perforated drainage pipes (Kaytech M65 geopipe or equivalent as approved by the engineer)			m	20.00		
PC13.8.18	Cover plates for joints:							
		(a)	300 mm wide x 1,6 mm thick galvanised mild steel sheet on outside face of joint between the box culvert barrel sections		m	20.00		
TOTAL SECTION 13.8 CARRIED TO SUMMARY								

THE MSUNDUZI MUNICIPALITY - CONTRACT No. SCM 18 OF 26/27
REHABILITATION OF ROADS VULINDLELA WARD 1 - SHANGE ROAD

SCHEDULE B: SUMMARY OF SCHEDULE OF QUANTITIES - MAJOR STRUCTURE (3-CELL BOX CULVERT)

SECTION	DESCRIPTION	AMOUNT (R)
11.2	Non-structural gabions	
13.1	Foundations	
13.2	Falsework, formwork and concrete finish	
13.3	Steel reinforcement	
13.4	Concrete	
13.7	Joints	
13.8	Ancillary structural elements	
	SUB-TOTAL 1 (SCHEDULE B)	
	ADD 10% CONTINGENCIES ON SUB-TOTAL 1	
	TOTAL SCHEDULE B (SUB-TOTAL 1 + 10% CONTINGENCIES, EXCLUDING VAT) CARRIED FORWARD TO THE CONSOLIDATED BILL SUMMARY	

**THE MSUNDUZI MUNICIPALITY - CONTRACT No. SCM 18 OF 26/27
REHABILITATION OF ROADS VULINDLELA WARD 1 - SHANGE ROAD**

CONSOLIDATED BILL SUMMARY

NO.	DESCRIPTION	AMOUNT (R)
1	SCHEDULE A - ROADWORKS (TOTAL SCHEDULE A: including 10% contingencies, excluding VAT)	
2	SCHEDULE B - MAJOR STRUCTURE: 3-CELL BOX CULVERT (TOTAL SCHEDULE B: including 10% contingencies, excluding VAT)	
3	SUB-TOTAL CONSTRUCTION AMOUNT (EXCLUDING VAT) = SCHEDULE A + SCHEDULE B	
4	ADD VALUE ADDED TAX AT 15%	
5	TOTAL TENDER SUM (INCLUDING VAT) CARRIED TO C1.1 FORM OF OFFER AND ACCEPTANCE [SUB-TOTAL (3) + 15% VAT]	

Amount in words (including VAT):

.....

Signed by / on behalf of the Tenderer: Date:

PART C3: SCOPE OF WORK

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** ("COLTO 1998"). The items of Schedule B (major culvert) of the Bill of Quantities are numbered and measured in accordance with Chapters 11 and 13 of the COLTO Standard Specifications for Road and Bridge Works for South African Road Authorities (Draft Standard, October 2020); for those items the workmanship and material requirements of the corresponding sections of COLTO 1998 (Sections 5200, 6100, 6200, 6300, 6400 and 6600) apply, as set out in Part B of C3.2. The Standard Specifications are not bound into this document; the Contractor shall keep a copy on Site.

Where the Drawings refer to SANS 1200, the corresponding section of COLTO 1998 as amended by the Project Specifications shall apply.

C3.2 PROJECT SPECIFICATIONS

The Project Specifications 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 only those variations, amendments and additions to the Standard Specifications that are required for the scope of this Contract. In the event of any discrepancy between the Standard Specifications and the Project Specifications, the Project Specifications shall take precedence.

PART A: GENERAL

C3.2.1 Employer's objectives

The Employer's objective is to upgrade approximately 800 m of the existing gravel Shange Road in KwaMpumuza, Ward 1, to an asphalt-surfaced, all-weather road with proper stormwater and subsoil drainage and a new major culvert at the watercourse crossing, so as to provide the community with safe, reliable, low-maintenance access. The Employer also wishes to create work and business opportunities for the local community through labour-intensive construction, local subcontracting and local procurement (clauses C1.2.1.2 and C1.2.1.3).

C3.2.2 Overview of the Works

The Works comprise the upgrade of approximately 800 m of Shange Road (chainage 0+000 to 0+800) to an asphalt-surfaced road, together with the associated stormwater and subsoil drainage and the construction of a three-cell cast in-situ reinforced concrete box culvert at the major watercourse crossing at chainage 0+410. The scope includes, but is not limited to:

- **Site establishment:** site camp, offices, ablutions, utilities, security and measuring equipment.
- **Temporary works and traffic accommodation** for the duration of the contract (8 months), including temporary deviations, flagmen and temporary traffic-control facilities in accordance with the SARTSM, and maintenance of access to all properties.
- **Survey:** control and as-built surveys, setting out, and protection and reinstatement of benchmarks and beacons.
- **Clearing and grubbing** of the road reserve; removal and reinstatement of affected fences; location, protection and relocation of existing services.
- **Demolition** of the existing crossing at chainage 0+410 and removal of existing stormwater structures, brickwork, concrete benching and culvert pipes as instructed.
- **Earthworks:** cut to spoil/fill to form the roadbed and raise the Finished Road Level (approximately 330 mm above existing); disposal of spoil at approved dump sites.
- **Roadbed and pavement layers:** rip and recompact 150 mm in-situ roadbed; 200 mm dump rock layer at high water-table locations as directed; 150 mm G9 and 150 mm G7 selected layers; 150 mm G5 subbase; 150 mm G2 crushed-stone base; prime and tack coat; 30 mm asphalt surfacing with A-E2 polymer-modified binder.

- **Kerbing, channels and lined drains:** precast kerbs with cast in-situ channel, mountable kerbs, concrete-lined open drains, scoops and driveway crossings.
- **Stormwater and subsoil drainage:** 600 mm and 900 mm diameter concrete pipe culverts, catchpits, inlet/outlet structures and headwalls; subsoil drains with outlet structures and cleaning eyes.
- **Major culvert:** three-cell cast in-situ reinforced concrete box culvert (approximately 1.2 m x 1.2 m cells), complete with earwalls, wingwalls, headwalls, cut-off walls, apron and approach slabs, protective slab and steel bollards.
- **Scour and erosion protection:** gabions, Reno mattresses and grouted stone pitching; interlocking concrete retaining blocks at property entrances.
- **Road furniture:** galvanised W-beam guardrails, regulatory and warning road signs, speed humps and thermoplastic road markings.
- **Finishing** of the road and road reserve and reinstatement of all disturbed areas.
- **Environmental compliance** with the Environmental Management Programme (Part C of C3.3) and **quality control** testing by an accredited laboratory.

C3.2.3 Summary of design parameters

Element	Design parameter
Road category	Category C (TRH 4), Class 5b local street (residential). Pavement class ES0.3 (less than 0.3 million E80s); 15-year structural design period at 80% design reliability.
Design speed	30 km/h (lower locally where the existing geometry governs, with speed-warning and traffic-calming measures).
Road length and reserve	800 m (chainage 0+000 to 0+800); road reserve in the order of 14 m.
Cross-section	Two lanes (two-way) of 2.25 m each plus 0.3 m channels (total road width 5.18 m); 2% cross-fall to kerb and channels.
Pavement structure	30 mm asphalt surfacing (A-E2 polymer-modified binder); 150 mm G2 crushed-stone base (100% Mod AASHTO); 150 mm G5 subbase (97%); 150 mm G7 upper selected layer (95%); 150 mm G9 lower selected layer (93%), all imported from an approved commercial source; on 150 mm ripped and recompacted in-situ roadbed (93%).
Kerbs and channels	Precast kerb to SANS 927 with 300 mm cast in-situ concrete channel; precast mountable kerb Fig. 8(c) on the high (uphill) side and at bellmouth returns.
Pipes	600 mm and 900 mm diameter concrete pipes, Class 75D, on Class C bedding; single and double splay catchpits; inlet/outlet structures and headwalls. Subsoil drains: 160 mm diameter slotted uPVC pipes in 19 mm stone wrapped in geotextile.
Major culvert	Three-cell cast in-situ reinforced concrete box culvert at chainage 0+410: approximately 1.2 m x 1.2 m cells, 250 mm walls and slabs, approximately 4.6 m overall barrel width; designed to TMH 7 Parts 1 to 3 and SANS 10100 (NA and NB36 loading); founded on engineered fill as shown on the structural drawings.
Gabions and mattresses	Galvanised and PVC-coated gabion boxes and Reno mattresses with geotextile filter, to SANS 1580 and drawings D-003-01 and D-006-01.
Accesses and intersections	Intersections with the adjoining local streets, with bellmouth returns; concrete vehicular scoops and driveway crossings to property accesses.
Verges and side slopes	Shoulder break point 1.0 m from the edge of the roadway (minimum 0.5 m where space is constrained). Standard side slopes 1:1.5; where space is restricted, slopes may be steepened to a maximum of 1:1 with the approval of the Employer's Agent.

C3.2.4 Location of the Site and access

The Site is located in KwaMpumuza, Ward 1 of the Msunduzi Municipality, approximately 9.4 km south-west of the centre of Pietermaritzburg. Shange Road starts at latitude 29°37'37.73"S, longitude 30°18'8.44"E and ends at latitude 29°37'53.17"S, longitude 30°18'29.15"E. Access is from the existing public road network. The Site is the existing road reserve, which is not for the exclusive use of the Contractor. Site information is given in Part C4.

C3.2.5 Order of precedence and discrepancies

The documents forming the Contract are to be taken as mutually explanatory. Unless the Employer's Agent instructs otherwise, the order of precedence is: the Contract Data; the Project Specifications (Part A, then Part B); the Particular Specifications; the Drawings (structural drawings governing for the major culvert, and drawings of larger scale and later revision governing otherwise); the Bill of Quantities; and the Standard Specifications.

The three-cell box culvert shown on the structural drawings (P00SH/STR series) at chainage 0+410 supersedes the 2 x 900 mm diameter pipe crossing (Culverts 2.1 and 2.2) shown at that position on the General Layout and Stormwater Layout Plans. The Contractor shall bring any discrepancy within or between the Drawings, Specifications and Bill of Quantities to the attention of the Employer's Agent before the affected work is ordered or executed, and no claim will be entertained for work executed on the basis of an unresolved discrepancy.

The drawings issued with the tender are for tender purposes. The Works shall be executed in accordance with the drawings issued "for construction" by the Employer's Agent at or after the Commencement Date.

C3.2.6 Site conditions

The in-situ materials along the route are fills of clayey and silty sands, sandy gravels and gravelly clays of poorer than G10 quality (CBR 1 to 3 at 93% Mod AASHTO). They are unsuitable for use in the pavement layers and will function only as the ripped and recompacted roadbed. Shallow groundwater seepage (0.1 m to 0.6 m below surface) was encountered and intermittent shallow groundwater is expected across the Site; soft and wet spots shall be removed and replaced as directed. Excavation is expected to be soft, although boulders and rock fragments may be encountered. The project falls in a wet (humid) climatic zone with high summer rainfall. Further site information is given in Part C4.

C3.2.7 Labour, community liaison and local participation

The Works shall be executed with the maximum practicable use of local labour and labour-intensive construction methods, in accordance with Part F of C3.3. Labour shall be recruited through the Community Liaison Officer (clause C1.2.1.2) and the Contractor shall attend the meetings of the Project Steering Committee. Subject to occupational health and safety considerations and the specified standards, the following portions of the Works shall be executed by hand using local labour: clearing and grubbing; excavation for kerbs, drains and structures up to 1.5 m deep; bedding and backfilling of pipe trenches; concrete-lined drains, kerbing and channelling; brickwork; stone pitching; gabions; erection of road signs and guardrails; and finishing of the road reserve.

The Contractor shall comply with clause C1.2.1.3 (Local Subcontracting and Local Procurement of Materials).

C3.2.8 Accommodation of traffic and access to properties

Shange Road shall remain open to residents, public transport and emergency vehicles throughout the contract. Traffic shall be accommodated in half-widths or on temporary deviations within the road reserve, in accordance with Section 1500 and the SARTSM (Volume 2, Chapter 13). Safe vehicular and pedestrian access to every property, including the cemeteries adjoining the road reserve, shall be maintained at all times, and residents shall be given at least 24 hours' written notice of any unavoidable temporary disruption of access.

C3.2.9 Existing services, adjoining properties and cemeteries

Before any excavation the Contractor shall locate, expose by hand and protect all existing services (item B12.01). Services requiring relocation will be dealt with under the provisional sum in item B12.03. Houses, boundary fences and walls, septic tanks and cemeteries adjoin the road reserve: the Contractor shall confine its operations to the road reserve, shall treat the cemeteries as no-go areas which may not be entered, used for storage or disturbed in any way, and shall immediately stop work and notify the Employer's Agent if any grave or human remains are encountered.

C3.2.10 Programme and construction constraints

The programme required by Clause 5.6 of GCC 2015 shall be submitted within the time stated in the Contract Data and shall take account of the following:

1. The whole of the Works shall be completed within 8 months of the Commencement Date, inclusive of non-working days and special non-working days.
2. The major culvert and the associated works in the watercourse shall as far as practicable be constructed during the drier months; the Contractor shall provide temporary diversion and drainage of the watercourse and shall limit the exposure of open excavations and partially completed works to flooding.
3. Working days lost due to abnormal rainfall will be dealt with in accordance with clause B1215.
4. The prepared roadbed and the founding level of every structure shall be inspected and approved by the Employer's Agent (and the geotechnical practitioner where required) before it is covered.
5. The environmental requirements of the EMPr and the health and safety requirements of Part E shall be complied with at all times.

C3.2.11 Site facilities

The Contractor shall provide and maintain for the Employer's Agent the furnished office, ablution unit, carport and services scheduled in Section 1400 of the Bill of Quantities, at a location close to the Works approved by the Employer's Agent. The position of the Contractor's camp shall be approved by the Employer's Agent and shall comply with the EMPr. No employees other than security personnel may be accommodated on Site. Only chemical toilets are permitted. The Contractor shall make its own arrangements for water, electricity and other services, the cost of which shall be included in the rates tendered under Section 1300.

C3.2.12 Materials, quality control and testing

All materials shall comply with the Standard Specifications, the Project Specifications, the Drawings and the applicable SANS standards and compulsory specifications. No substitution is allowed without the written approval of the Employer's Agent. Compliance certificates and test results shall be submitted before materials are incorporated in the Works.

The Contractor is responsible for process control. All testing for material classification, strength, density and compaction of concrete works, foundations, roadbed, fill and layerworks shall be carried out by an approved, accredited external laboratory in accordance with the SANS 3001 test methods, with process and acceptance control in accordance with TMH 5 and Section 8200 of COLTO 1998. The prepared roadbed shall be proof-rolled and inspected before any layerworks are placed.

C3.2.13 Health, safety and environment

The Contractor shall comply with the Occupational Health and Safety Act, 1993, the Construction Regulations, 2014 and the Health and Safety Specification in Part E of C3.3, and shall enter into the agreement in C1.6. The Contractor shall comply with the Environmental Management Programme in Part C of C3.3; an Environmental Control Officer will monitor compliance.

C3.2.14 Completion documentation

Before the Certificate of Completion is issued the Contractor shall submit as-built survey information and marked-up drawings, all test results and quality records, the consolidated Health and Safety File, the final Local Participation Report (clause C1.2.1.3) and the labour and training records required by Part F.

PART B: AMENDMENTS TO THE STANDARD SPECIFICATIONS

This part contains only the amendments and additions to COLTO 1998 that are required for the scope of this Contract. The prefix "B" indicates an amendment or addition to the correspondingly numbered clause or pay item of COLTO 1998. Items in the Bill of Quantities without the prefix "B" are measured and paid for as specified in COLTO 1998. Sections of COLTO 1998 that are not scheduled in the Bill of Quantities are not applicable unless work under them is ordered.

SECTION 1100: DEFINITIONS AND TERMS

B1115 General conditions of contract. The General Conditions of Contract applicable to this Contract are GCC 2015 (see C1.2). References in COLTO 1998 to the "COLTO General Conditions of Contract (1998)" and its clauses, and to the "Engineer", shall be read as references to GCC 2015 and the Employer's Agent. The equivalent GCC 2015 clauses for the subjects most commonly referred to in COLTO 1998 are:

Subject referred to in COLTO 1998	GCC 2015 clause
Legal provisions; health and safety	4.3
Subcontracting	4.4
Contractor's employees and superintendence	4.10 to 4.12
Commencement; access to and possession of the Site	5.3; 5.4
Programme	5.6
Suspension of the Works	5.11
Extension of time for Practical Completion	5.12
Penalty for delay	5.13
Practical Completion and Completion	5.14
Final Approval Certificate; latent defects	5.16
Variations and their valuation	6.3 and 6.4
Daywork	6.5
Provisional sums and prime cost sums	6.6
Measurement	6.7
Payments and retention	6.10
Plant, workmanship, materials and tests	7.1 to 7.7
Defects and the Defects Liability Period	7.8
Care of the Works; insurances	8.2; 8.6
Contractor's claims; disputes	10.1; 10.2 to 10.8

SECTION 1200: GENERAL REQUIREMENTS AND PROVISIONS

B1202 Services. Existing services shall be located and exposed by careful hand excavation before any mechanical excavation within 1.0 m of their expected position. Relocation or protection of services will be carried out only on the written instruction of the Employer's Agent.

B1206 Setting out of work and protection of beacons. Setting out shall be done by a qualified surveyor from the setting-out data on the Drawings (WGS84, Lo 31). The Contractor shall verify ground levels before construction and report any significant discrepancy. Property beacons and benchmarks disturbed by the Contractor shall be replaced by a registered land surveyor at the Contractor's cost.

B1215 Extension of time resulting from abnormal rainfall. Extension of time for abnormal rainfall shall be calculated for each calendar month in accordance with the rainfall formula of clause 1215 of COLTO 1998: $V = (Nw - Nn) + (Rw - Rn) / X$, where V is the extension of time in calendar days for the month; Nw is the actual number of days in the month on which 10 mm or more of rain was recorded; Rw is the actual rainfall for the month; and Nn, Rn and X are the values given below. A negative V for a month is carried forward and set off against subsequent months, but the total for the contract shall not be negative.

B1233 Environmental management. The Contractor shall comply with the Environmental Management Programme in Part C of C3.3. No separate payment will be made; the cost is deemed to be included in the rates tendered under Section 1300.

Measurement and payment

Item	Description and basis of payment	Unit
B12.01	Excavation by hand for exposing or searching for existing services , within the depth range 0 to 2.0 m: (a)(i) in soft material; (a)(ii) in intermediate material. Measured as the volume of excavation ordered. The rate includes careful hand excavation, protection and support of the	m ³

Item	Description and basis of payment	Unit
	service, backfilling and compaction to 93% Mod AASHTO and disposal of surplus material.	
B12.03	Relocation or protection of services as ordered by the Employer's Agent: (a) provisional sum for the cost of the work; (b) handling costs and profit on (a).	Prov. Sum; %
B12.04	Community Liaison Officer: (a) remuneration of the CLO at the monthly rate stipulated by the Employer, for the months the CLO is employed; (b) handling costs on (a).	month; %
B12.05	Construction health and safety obligations: provisional sum to be expended as directed by the Employer's Agent on health and safety measures not covered by items B1.1 to B1.3.	Prov. Sum
B12.06	Compensation for landowners: (a) prime cost sum for compensation approved by the Employer; (b) handling costs and profit on (a).	PC Sum; %
B12.07	Setting out and protection of beacons: (a) provisional sum for the re-establishment of survey control and the replacement of property beacons by a registered land surveyor, as ordered; (b) handling costs on (a).	Prov. Sum; %
B12.09	Provision of training: (i)(a) training and venue; (i)(b) remuneration of workers undergoing training, both provisional sums for accredited training of local labour approved in advance by the Employer's Agent; (ii) handling costs, profit and all other charges on (i).	Prov. Sum; %
B12.10	Employment of graduate students in training: (a) remuneration, at the monthly rate stipulated by the Employer, of student(s) nominated by or approved by the Employer; (b) handling costs on (a).	month; %
B12.11	Personal protective clothing for local labour: (a) provisional sum for the cost of the clothing; (b) handling costs on (a).	Prov. Sum; %
B12.12	Project Steering Committee: (a) payment to PSC members for attending meetings at the rate per meeting stipulated by the Employer; (b) handling costs on (a).	meeting; %
B12.13	Construction name board in accordance with drawing D-004-01, erected at a position indicated by the Employer's Agent within 14 days of the Commencement Date and removed on completion. The rate includes supply, erection, maintenance and removal.	No.
B12.14	Medical examinations for local labourers: (a) provisional sum for the cost of medical certificates of fitness; (b) handling costs on (a).	Prov. Sum; %
B12.15 and B12.18	Social facilitation audits: monthly community/stakeholder engagement compliance audit and report by an independent social facilitator approved by the Employer, at the amount stipulated by the Employer per audit (B12.15), and the Contractor's handling costs thereon (B12.18).	No.; %

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

B1303 Payment. Item B13.01 (a) fixed obligations, (b) value-related obligations and (c) time-related obligations are measured and paid as specified in clause 1303 of COLTO 1998. The combined total tendered for sub-items (a), (b) and (c) shall not exceed 15% of the tender sum (excluding contingencies and VAT). The time-related item is paid per month for the time for achieving Practical Completion, as extended in terms of the Contract; no time-related payment is made for any period during which penalties for late completion apply. The rates include site security, compliance with the EMPr and with clause C1.2.1.3, and all obligations not separately scheduled.

SECTION 1400: HOUSING, OFFICES AND LABORATORIES FOR THE EMPLOYER'S AGENT'S SITE PERSONNEL

B1402 Offices. The facilities scheduled (30 m² furnished office, ablution unit, chairs, desk, conference table and one carport) shall be provided within 14 days of the Commencement Date and maintained until the Certificate of Completion is issued.

B14.07 covers provisional sums for (a) rented accommodation for the Employer's Agent's site staff and (b) a cellphone for the site staff; a lump sum for a laptop and printer with associated hardware and software, which remain the property of the Employer on completion; and (c) handling costs and profit on the provisional sums.

SECTION 1500: ACCOMMODATION OF TRAFFIC

B1502 General requirements. The Contractor shall submit a traffic accommodation plan for approval before commencing work. Temporary signs, delineators and flagmen shall comply with the SARTSM, Volume 2, Chapter 13. Flagmen shall wear reflective safety garments and shall be trained. Dust on deviations shall be controlled by watering. Access to properties shall be maintained as required by clause C3.2.8.

B15.03 Temporary traffic-control facilities are measured as scheduled: (a) flagmen, per man-day actually worked on the instruction of the Employer's Agent; (b) portable STOP/GO-RY signs; (e) road signs, R- and TR-series; and (h)(i) delineators, per number provided, irrespective of the number of times they are moved. The rates include provision, erection, moving, maintenance and removal.

SECTION 1600: OVERHAUL

B16.02 Overhaul on material hauled in excess of 10 km. For this Contract the free-haul distance is 10 km. Overhaul is measured in m³-km only for material hauled, on the instruction of the Employer's Agent, further than 10 km, for the distance in excess of 10 km. Materials obtained from commercial sources are delivered to Site at the tendered rates for the relevant layer or item and no overhaul is payable on them.

SECTION 1700: CLEARING AND GRUBBING

B1702 Description of work. Clearing and grubbing is limited to the road reserve and the areas indicated by the Employer's Agent. Trees are to be removed only on instruction. Topsoil shall be stockpiled, in heaps not higher than 2 m, for use in reinstatement.

B17.09 Demolition and disposal of existing stormwater structures (lump sum) covers the breaking down and removal, to an approved spoil site, of the existing minor stormwater structures along the route that are not separately scheduled. Demolition of the existing structure at the major culvert is measured under Schedule B, item C13.4.13.

SECTION 1800: DAYWORK

Daywork shall be carried out only on the prior written order of the Employer's Agent, in accordance with Clause 6.5 of GCC 2015 and Part D of C3.3. Items B18.01 to B18.09 are measured per hour actually worked; the rates for labour include all statutory costs, supervision, small tools, overheads and profit, and the rates for plant include the operator, fuel, consumables, maintenance, overheads and profit. Item B18.10 is a provisional sum for materials used in daywork and item B18.11 the handling costs and profit thereon.

SECTION 2100: DRAINS

B2104 Subsoil drainage. Subsoil drains shall be constructed at the seepage zones, the extent of which will be confirmed on Site when the zones are exposed. They shall comprise 160 mm diameter slotted uPVC pipes (class 34) laid in 19 mm crushed stone from a commercial source, wrapped in non-woven synthetic-fibre filter fabric (Grade A2 or equivalent) with 300 mm overlaps, with concrete outlet structures, cleaning eyes and caps as shown on drawing D-002-01. Dump rock shall be placed where directed.

B21.08 Subsoil drainage systems is measured as scheduled: (a) crushed stone and (c) dump rock, by compacted volume (m³); (b) filter fabric, by net area covered (m²); (d) slotted pipe, by length laid (m). The rates include excavation not measured under 21.01, supply, placing, jointing and backfilling.

SECTION 2200: PREFABRICATED CULVERTS

B2203 Materials. Concrete pipes shall be 600 mm and 900 mm nominal diameter, Class 75D, complying with SANS 677, with spigot-and-socket rubber-ring joints or ogee joints with rubber collars. References on drawing D-002-01 to SANS 667 and SANS 0102 shall be read as SANS 677 and SANS 10102.

B2210 Laying and bedding. Pipes shall be laid on Class C bedding in accordance with drawing D-002-01 and SANS 10102, to a minimum grade of 2% and with a minimum cover of 600 mm; where this cover cannot be achieved the pipe shall be encased in concrete as directed. Lifting holes shall be plugged. Trench excavation alongside existing structures and services shall be by hand.

B2212 Inlet and outlet structures, catchpits and headwalls shall be constructed as shown on drawing D-002-01, in 230 mm brickwork and cast in-situ concrete (Class 25/19 in floor slabs; grade as shown on the drawings elsewhere), with cut-off walls and with stone pitching at outlets where erosion is likely. Single and double splay catchpits in the concrete side drain are measured per number, complete.

Removal of existing culverts and structures. Items 22.13, 22.18 and 22.20 cover the careful removal of existing pipes, brickwork and concrete benching; pipes that are fit for re-use shall be stacked at a place indicated by the Employer's Agent and the remainder disposed of at an approved spoil site.

SECTION 2300: CONCRETE KERBING, CONCRETE CHANNELLING AND CONCRETE LININGS FOR OPEN DRAINS

B2302 Materials. Precast kerbs shall comply with SANS 927. Cast in-situ concrete for channels and open-drain linings shall be of the class scheduled in the Bill of Quantities (Class 20/13; drawings D-001-01 and D-002-01 show Class 20/19 and Class 25/19). Welded steel fabric shall be Ref. 395.

B2304 Construction. Kerbs shall be laid in 2.0 m lengths on the prepared bedding with 10 mm joints, and the 300 mm channel cast simultaneously with the kerb haunch, as shown on drawing D-001-01. Concrete linings to open drains shall be 100 mm thick (200 mm at swales and vehicular crossings), reinforced with Ref. 395 mesh, on 150 mm G5 bedding compacted to 93% Mod AASHTO and 0.15 mm polyethylene sheeting, with construction joints at not more than 3 m centres and keyed expansion joints, sealed with polysulphide sealant, at not more than 12 m centres, as shown on drawing D-002-01.

Measurement and payment. B23.01(a) precast kerb with cast in-situ channel; (b) precast mountable kerb, Fig. 8(c), on the high (uphill) side; and (c) mountable kerb to bellmouth radius returns, are measured per metre along the face of the kerb, complete with excavation, bedding, haunching and jointing. B23.07 trimming of excavations for open drains is measured in m². B23.08 concrete lining is measured in m³ of concrete placed, (a)(i) in open drains and (a)(ii) in other concrete work (scoops, bullnoses and driveways), including finishing and the G5 bedding. Formwork (23.09), sealed joints (23.10), reinforcement (23.11) and polyethylene sheeting (23.13) are measured as in COLTO 1998.

SECTION 3100: BORROW MATERIALS

The pavement design requires all selected, subbase and base materials to be obtained from an approved commercial source; the in-situ materials and the borrow areas investigated (BP02 and BP03) are unsuitable. The items scheduled under Section 3100 will therefore be used only if the Employer's Agent approves a borrow source in writing.

SECTION 3300: MASS EARTHWORKS

B3307 Roadbed preparation. After removal of topsoil and unsuitable material the roadbed shall be ripped to a depth of 150 mm and recompacted to 93% Mod AASHTO density at optimum moisture content. Soft, wet or otherwise unsuitable roadbed shall be excavated to the depth directed and replaced with approved imported material; where the roadbed cannot be stabilised because of groundwater, a 200 mm layer of dump rock (nominal size 100 mm) shall be placed as directed. The prepared roadbed shall be proof-rolled and approved before any layer is placed.

Measurement and payment. B33.04(a) cut to spoil or fill in all classes of material, including free-haul, is measured in m³ in the original position. B33.10(b) roadbed preparation is measured in m³ of compacted 150 mm layer. Item 33.13 dump rock is measured in m³ placed.

SECTION 3400: PAVEMENT LAYERS OF GRAVEL MATERIAL, CRUSHED-STONE BASE AND SURFACING

B3402 Materials. The pavement layers shall be as shown on drawing D-001-01: 150 mm G9 lower selected layer (93% Mod AASHTO); 150 mm G7 upper selected layer (95%); 150 mm G5 subbase (97%); and 150 mm G2 graded crushed-stone base. The G2 base shall be compacted to the density shown on drawing D-001-01 (100% Mod AASHTO); the note on the longitudinal section (LS-111-01) showing a C4 subbase and different densities does not apply. All materials shall comply with COLTO 1998 and TRH 14 for their class and shall be supplied with current product certificates; the Contractor shall arrange independent verification testing at the specified frequencies.

B34.01 (a) to (d) are measured in m³ of compacted layer to the specified thickness and width, and the rates include procuring, delivering, placing, mixing, watering, compacting and finishing.

B34.02 Prime coat. The completed base shall be primed with MC-30 cut-back bitumen or an approved inverted bitumen emulsion prime, at the rate of application ordered by the Employer's Agent (nominally 0.7 l/m²), in accordance with Section 4100 of COLTO 1998. Measured in m² primed.

B34.03 Tack coat. A tack coat of 60% anionic stable-grade bitumen emulsion shall be applied at a nominal rate of 0.8 l/m² immediately before the asphalt is laid. Measured in m²; variations in the ordered rate of application are measured in litres.

B35.00 Asphalt surfacing. The surfacing shall be a 30 mm continuously graded asphalt wearing course with A-E2 polymer-modified binder, manufactured, laid and compacted in accordance with Section 4200 of COLTO 1998. The mix design shall be submitted for approval at least 14 days before paving. Measured in m² of completed surfacing of the specified thickness, including joints, tie-ins and the surfacing of speed humps.

SECTION 5100: PITCHING, STONEMASONRY AND PROTECTION AGAINST EROSION

B5104 Grouted stone pitching shall be constructed where shown or directed at side drains, culvert inlets and outlets and embankments, on a surface compacted to 90% Mod AASHTO, in accordance with drawings D-002-01 and D-003-01 and Section 5100 of COLTO 1998. Item 51.05 covers interlocking concrete retaining blocks (Loffelstein or similar approved) at property entrances, measured in m² of face, including excavation, bedding, geotextile and backfill.

SECTION 5200: GABIONS

B5202 Materials. Gabion boxes and mattresses shall be galvanised and PVC-coated, complying with SANS 1580, filled with hard, durable rock. A non-woven geotextile filter (Grade A2 or equivalent) shall be placed behind and beneath all gabions with 300 mm overlaps. Gabion retaining walls shall be founded on in-situ material compacted to 90% Mod AASHTO and built to the batter shown on drawing D-006-01. Item 52.03(c) is measured in m³ of gabion, including the geotextile.

SECTION 5400: GUARDRAILS

Guardrails shall be galvanised W-beam guardrails complying with SANS 1350, erected in accordance with drawing D-005-01 and Section 5400 of COLTO 1998, complete with posts, spacer blocks, reflectors and terminal (turned-down) end sections. Item 54.01(a) is measured per metre of guardrail erected.

SECTION 5600: ROAD SIGNS

Road signs shall comply with the SARTSM and Section 5600 of COLTO 1998 and shall be erected at the positions shown on drawing LP-115-01. The manufacturer shall guarantee the retro-reflectivity of the sign-face material for seven years, and the manufacturer's details and date of manufacture shall be permanently marked on the back of each sign; stickers are not acceptable. Existing destination signs shall be re-used. Item B56.01 is measured per sign, complete with post and footing; item B56.10 per danger plate.

SECTION 5700: ROAD MARKINGS

All permanent road markings shall be of hot-applied thermoplastic material with retro-reflective beads, complying with Section 5700 of COLTO 1998 and the SARTSM. All markings shall be pre-marked and approved by the Employer's Agent before painting.

SECTION 5900: FINISHING THE ROAD AND ROAD RESERVE

On completion the road reserve shall be cleared of all surplus material and rubble, side slopes trimmed, drains cleaned, and all disturbed areas, property accesses and fences reinstated and topsoiled. No separate item is scheduled for topsoiling and grassing; the cost is deemed to be included in item 59.01.

SECTION 8100: TESTING MATERIALS AND WORKMANSHIP

Process control testing is the responsibility of the Contractor and its cost is included in the rates for the relevant work. Item B81.02 is a provisional sum, with handling costs, for special tests and acceptance control tests ordered by the Employer's Agent at an accredited commercial laboratory.

SCHEDULE B1: OCCUPATIONAL HEALTH AND SAFETY OBLIGATIONS

Items B1.1 (initial obligations, including the health and safety plan, notification, risk assessments and appointments), B1.2 (time-related obligations for implementing the approved plan, per month) and B1.3 (submission of the consolidated health and safety file) are paid as specified in Part E of C3.3.

SCHEDULE B: MAJOR CULVERT AT CHAINAGE 0+410

General. The culvert shall be constructed in accordance with the structural drawings (P00SH/STR series) and Sections 6100 to 6600 of COLTO 1998. Schedule B items are measured as described in the corresponding COTO 2020 sub-chapters: C11.2 non-structural gabions (COLTO 5200); C13.1 foundations (6100); C13.2 falsework, formwork and concrete finish (6200); C13.3 steel reinforcement (6300); C13.4 concrete (6400); C13.7 joints and C13.8 ancillary structural elements (6600).

Foundations (C13.1). The existing structure shall be demolished and the excavation taken to the levels shown. The culvert shall be founded on engineered fill placed and compacted in layers to the approval of the Employer's Agent: a minimum depth of 1.5 m below the underside of the barrel, comprising rock fill and a compacted G7 layer as shown on drawing P00SH/STR/SC/01, on geotextile, with a 75 mm concrete blinding layer and 250 micron sheeting beneath the slabs. Founding levels shall be inspected and approved by the Employer's Agent and the geotechnical practitioner before any fill or concrete is placed. The Contractor shall provide access, temporary diversion of the watercourse and drainage of the excavation (items C13.1.6.1 and C13.1.6.2) and lateral support to excavations deeper than 1.5 m. Item C13.1.2.1 is a provisional sum for additional foundation investigations ordered by the Employer's Agent.

Concrete (C13.4) and formwork (C13.2). Structural concrete shall be of the class scheduled in the Bill of Quantities (C35/45); blinding shall be C12/15. Surface finishes shall be Class F1 to concealed and F2 to exposed formed surfaces, U1 to the top of the barrel and U2 to the tops of walls, inverts and apron slabs. All exposed corners shall have 20 mm x 20 mm chamfers. Concrete cover to reinforcement shall be 40 mm.

Reinforcement (C13.3). Reinforcement shall comply with SANS 920: high-yield deformed bars of 450 MPa and welded steel fabric of the references shown, fixed in accordance with the reinforcement layout and bending schedules (P00SH/STR/SR/01 and SR/02). Dowels and hook bars anchoring the apron and the Reno mattresses shall be hot-dip galvanised. Minimum lap length is 50 bar diameters unless shown otherwise.

Joints and ancillary elements (C13.7 and C13.8). Movement joints shall be formed and sealed with silicone sealant (DowSil 888 or similar approved) as detailed on drawing P00SH/STR/SC/02, with 300 mm wide x 1.6 mm galvanised mild steel cover strips on the outside face. Weepholes of 50 mm diameter uPVC at 3.0 m centres, 65 mm perforated geopipe wrapped in Grade 2 geotextile, drainage strips and geotextile shall be installed behind the walls as detailed. The structure number shall be formed in the concrete as detailed. Steel bollards, approach slabs and the protective slab shall be constructed as shown.

Scour protection (C11.2). Galvanised Reno mattresses (6.0 m x 2.0 m x 0.3 m, 1.0 m diaphragm spacing) on geotextile shall be placed at the outlet and anchored to the cut-off wall as detailed.

C3.3 PARTICULAR SPECIFICATIONS

The Particular Specifications comprise: Part C: Environmental Management Programme; Part D: Daywork; Part E: OHSA 1993 Health and Safety Specification; and Part F: Expanded Public Works Programme and labour-intensive construction.

PART C: ENVIRONMENTAL MANAGEMENT PROGRAMME

The Environmental Management Programme (EMPr) for the project, compiled by VeleZinhle Environmental Consulting (Mr Eward Linda, 25 February 2026) for the Msunduzi Municipality, is reproduced in full below and forms part of the Scope of Work. The Contractor shall comply with it at its own cost, which is deemed to be included in the rates tendered under Section 1300. For the purposes of this Contract the EMPr shall be read as follows:

- (a) "Implementing Entity", "IE", "Contractor", "Principal Contractor" and "Sub-contractor" mean the Contractor and its subcontractors;
- (b) "Project Manager" and "Engineer" mean the Employer's Agent, and "Project Management Team" means the Employer, the Employer's Agent and the Environmental Control Officer;
- (c) references to the "rehabilitation phase", "bridge construction" and the "construction of the access road" mean the construction of the Works under this Contract; and
- (d) where the EMPr assigns a construction-stage implementation duty to the holder of the EMPr or to the consulting engineers, that duty shall be discharged by the Contractor under the supervision of the Employer's Agent.

ENVIRONMENTAL MANAGEMENT PROGRAMME (2026)

Upgrade of Shange Road from gravel to blacktop surface, Edendale, Msunduzi Municipality

By: Mr Eward Linda, VeleZinhle Environmental Consulting, 25 February 2026

Document Description

Applicant/Client:	Msunduzi Local Municipality
Report Name:	Environmental Management Programme for the proposed upgrade of Shange road from gravel to blacktop surface, Edendale, Msunduzi Local Municipality
Report type:	Environmental Management Programme report (EMPr)
Compiled and Authorised by:	Eward Linda (Project Director/Leader), Velezinhle Consulting and Projects, J1778 Nsezi Street, Eskhawini, 3887; 063 935 2749 / 072 979 2944; velezinhleconsulting@gmail.com

Glossary of Terms

Environmental Authorisation: Environmental Authorisation obtained in terms of the National Environmental Management Act 107 of 1998 (NEMA) and the associated EIA Regulations 2014 (as amended).

Environmental Control Officer (ECO): Individual appointed by the Project Developer responsible for monitoring compliance with the implementation of the Environmental Authorisation and the EMPr, ensuring liaison between the Project Developer, the Contractor and relevant authorities and reporting on the verified compliance with the EMPr.

Environmental Site Officer (ESO): An environmentally knowledgeable or qualified person nominated by the Contractor to assist with and monitor the day-to-day implementation of the EMPr on site.

Environment: The surroundings within which humans exist and that are made up of the land, water and atmosphere of the earth; micro-organisms, plant and animal life; any part or combination thereof and the interrelationships among and between them; and the physical, chemical, aesthetic and cultural properties and conditions of the foregoing that influence human health and wellbeing.

Environmental Impact: An environmental impact is the change to the environment, whether desirable or undesirable, that will result from the effect of an activity. An impact may be the direct or indirect consequence of an activity.

Fauna: Any and all animals identified within or outside of the operational or project areas. Animals may not be harmed in any way.

Flora: All species of indigenous plants that are found in a particular region, habitat, or time period within or outside of the operational or project areas.

Mitigation measures: Mitigation seeks to address poor or inadequate practices, procedures, systems and/or management measures by the implementation of preventative and corrective measures to reduce, limit, and eliminate adverse or negative environmental impacts or improve the positive aspects.

Rehabilitation: is defined as the return of a disturbed area, feature or structure to a state that approximates to the state (where possible) that it was before disruption, or to an improved state.

Watercourse: A river or spring; a natural channel or depression in which water flows regularly or intermittently; a wetland, lake or dam into which, or from which, water flows.

Cement laden water: Means water (fresh or wash water) which has been in contact with partially cured concrete/mortar or raw cement product and which contains suspended and dissolved cement solids.

Commence: The start of any physical activity, including site preparation and any other activity on site in furtherance of a listed activity or specified activity, but does not include any activity required for the purposes of an investigation or feasibility study as long as such investigation or feasibility study does not constitute a listed activity or specified activity.

Contaminated water: Means water contaminated by the Implementing Entity's activities such as with hazardous substances, hydrocarbons, paints, solvents and runoff from plant, workshop or personnel wash areas but excludes water containing cement/concrete or silt.

Corrective (or remedial) action: Reactive response required to address an environmental problem that is in conflict with the requirements of the EMPr. The need for corrective action may be determined through monitoring, audits or management review.

Dust: Any material composed of particles small enough to pass through a 1 mm screen and large enough to settle by virtue of their weight into the sampling container from the ambient air.

Endangered species: Means any indigenous species listed as an endangered species in terms of section 56 of the National Environmental Management: Biodiversity Act (No. 10 of 2004).

Endemic: An "endemic" is a species that grows in a particular area (i.e. it is endemic to that region) and has a restricted distribution. It is only found in a particular place. Whether something is endemic or not depends on the geographical boundaries of the area in question and the area can be defined at different scales.

Hazard: Means a source of or exposure to danger.

Indigenous vegetation: Refers to vegetation consisting of indigenous plant species occurring naturally in an area, regardless of the level of alien infestation and where the topsoil has not been lawfully disturbed during the preceding ten years.

Glossary of Acronyms

DHWS	Department of Human Settlements, Water and Sanitation
DEFF	Department of Environment, Forestry and Fisheries
EDTEA	Department of Economic Development, Tourism and Environmental Affairs
EA	Environmental Authorisation
ECO	Environmental Control Officer
EIA	Environmental Impact Assessment
EMPr	Environmental Management Programme
ESO	Environmental Site Officer

Executive Summary

The purpose of the Environmental Management Programme (EMPr) is to provide the mitigation and management measures required to ensure that social and environmental impacts, risks and liabilities identified are effectively managed as the process of the Shange Road upgrade commences. The programme will set out guidelines to ensure that the construction of the road upgrade does not negatively affect the eco system as well as the local water sources in the area. The guidelines listed in this EMPr are centred on the local, provincial and national environmental legislation.

Summary of principal objectives

The key objectives of this EMPr are to:

- Determine environmental and social impacts that could be caused by the proposed road upgrade project;
- Suggest mitigation and management measures that will minimise the degradation of the environment and promote the preservation of the ecosystem;
- Formalise and disclose the programme for the environmental and social management of impacts of the road upgrade;
- Ensure compliance to environmental legislation and guidelines which may be local, provincial and/or national;
- Ensure sufficient resources were allocated on the project budget so that the scale of the EMPr related activities are consistent with the significance of the identified environmental and social impacts;
- Provide feedback for continual improvement in environmental performance; and
- Provide a framework for the implementation of environmental and social management initiatives.

1. Introduction

1.1 Background

The Msunduzi Local Municipality is responsible for the upgrade of Shange Road; they have identified a need to initiate a project that will attend to the current challenges experienced by residents and other stakeholders in the area. The improved road infrastructure will foster greater accessibility, linking the community more effectively to critical services and amenities.

VeleZinhle Environmental Consulting has been appointed by Msunduzi Local Municipality to undertake the required services in terms of the (amended) EIA Regulations, 2014 promulgated in terms of the National Environmental Management Act 107 of 1998 (NEMA) for the proposed upgrade of Shange Road in Ward 1, Edendale, Msunduzi Local Municipality, KwaZulu-Natal.

This EMPr has been developed to form part of the Section 28 of NEMA for the proposed upgrade of Shange road. The intention in compiling this EMPr is in accordance with the Integrated Environmental Management Guidelines published by the Department of Environmental Affairs & Tourism (DEAT) in 2014, which states that the purpose of an EMPr is "to describe how negative environmental impacts will be managed, rehabilitated or monitored and how positive impacts will be maximised". This EMPr therefore organises and coordinates environmental mitigation, rehabilitation and monitoring so that positive impacts are enhanced, and negative impacts and damage to the environment are avoided, minimised or rectified where required.

1.2 Purpose of This Document

The purpose of the Environmental Management Programme (EMPr) is to provide the mitigation and management measures required to ensure that social and environmental impacts, risks and liabilities identified and caused by the construction project are effectively managed as the process commences. The programme will set out guidelines that will ensure that the negative impacts that may result from this project are prevented and mitigated. It will also touch on how these will be controlled and monitored to subsequently achieve a required end state.

The EMPr specifies the mitigation and management measures to which Msunduzi Municipality and Mzibani Consulting Engineers is committed, should the Environmental Authorisation (EA) be granted. It also shows how Mzibani Consulting Engineers will mobilise organisational capacity and resources to implement these measures and how the rehabilitation phase aimed at mitigation and enhancement will be scheduled.

Environmental specifications, conditions and/or recommendations are provided to ensure:

- Ensuring appropriate rehabilitation of areas affected by construction and operation.
- Preventing and remediating long term environmental degradation.

This EMPr must be read in conjunction with any Environmental Authorisation (once issued) for the proposed development site and any other relevant licensing and other compliance obligations imposed by national, provincial or local legislation. These could include but not be limited to: a water use license or general authorisation (if applicable), protected tree permits as well as the various duties of care prescribed in terms of the environment in general, and waste, water, heritage resources and alien invasive species in particular.

1.3 Expertise of Author of the EMPr

This EMPr was prepared and reviewed by Mr Eward Linda. Eward Linda is the Project Director/Leader at VeleZinhle and in this process. He has over 16 years of experience in the Environmental Management field. His expertise includes: compilation of EIAs and Environmental Management Plans for numerous projects, assessment of environmental risk for operations, environmental due diligence and liability assessments and environmental auditing. Mr Linda has also been involved in the development of risk based decision-making methodologies and has assisted in the development of water management plans.

The project team collectively possesses the core competence required to prepare the EMPr for the proposed project.

1.4 Approach to Environmental Impact Management

Table 1-1 illustrates the range of approaches to be undertaken to appropriately mitigate and manage environmental impacts from the Shange Road upgrade.

Avoidance	Avoiding activities that could result in adverse impacts and/or resources or areas considered sensitive.
Prevention	Preventing the occurrence of negative environmental impacts and/or preventing such an occurrence having negative impacts.
Preservation	The process of working to protect something valuable so that it is not damaged or destroyed (i.e. environmental resources).
Minimization	Limiting or reducing the degree, extent, magnitude or duration of adverse impacts through scaling down, relocating, redesigning and/or realigning elements of the project.
Mitigation	Measures taken to minimise adverse impacts on the environmental and social aspects.
Enhancement	Magnifying and/or improving the positive effects or benefits of a project.
Rehabilitation	Repairing affected resources to their original state.
Restoration	Restoring affected resources to an earlier (possibly more stable and productive) state, typically 'background' condition, where identified to be appropriate and reasonable. These resources may include soils and biodiversity.

2. Environmental Management Programme

2.1 Methodology

The methodology adopted is that of an Environmental Management Programme (EMPr) as described in Appendix 4 of the EIA Regulations, 2014 (as amended).

The EMPr has been structured to include:

- a description of the impact management outcomes, including management statements, identifying the impacts and risks that need to be managed and mitigated as identified through the environmental impact assessment process for all phases of the development;
- a description of proposed impact management actions, identifying the manner in which the impact management outcomes will be achieved;
- the persons responsible for the implementation of the impact management actions;
- the time periods within which the impact management actions must be implemented;
- the mechanism for monitoring compliance with the impact management actions;
- a program for reporting on compliance; and
- an environmental awareness plan.

The EMPr specifies the minimum requirements to be implemented as per the scope of works and scope of the EMPr, in order to minimise and manage the potential environmental impacts and ensure sound environmental management practices.

The provisions of this EMPr are binding on Mzibani Consulting Engineers for the period during which the environmental authorisation and EMPr remain valid. It is essential that the EMPr requirements be carefully studied, understood, implemented, and adhered to at all times.

3. Organizational Structure and Responsibilities

3.1 The Project Management Team

The project management team consists of the project manager/leader, the Sub-contractor, the environmental control officer (ECO) and the Junior Environmental Consultant. The roles of these team members are discussed under separate subheadings below.

3.1.1 Project Manager

The project manager, assisted by the ECO, will be responsible for the co-ordination of the project management team. With the assistance of the ECO he/she will be required to:

- Familiarise themselves with the EMPr, and the conditions set out in the EA, and relevant environmental legislation. Information packs will be distributed to the Project Management Team by the ECO and transmittal notes will be kept on file.
- Ensure that the sub-contractors are aware of the specifications, legal constraints and environmental standards and procedures pertaining to activities taking place regarding the construction of the access road, by reference to the conditions of the EMPr and EA that have been inserted into their service contract by Mzibani Consulting Engineers.
- Ensure that all commitments/conditions in the EMPr are communicated and adhered to by relevant Mzibani Consulting Engineers employees and contractors involved with the proposed development, by making the documents available to relevant employees and contractors and including the requirements into the induction programme for the proposed Shange Road upgrade.
- Review and comment on environmental assessments and/or reports produced by the Contractor and ECO;
- Undertake regular site visits and ensure environmental specifications are implemented;
- Monitor compliance with the requirements of the specification;
- Assess the Contractor's environmental performance in consultation with the ECO, from which a brief monthly report of environmental performance is drawn up for record purposes and to be reported on within project meetings; and
- Ensure the documentation, in conjunction with the Contractor, of the state of the site prior to construction activities commencing. This documentation will be in the form of photographs or video record.

3.1.2 The Contractor (Including Sub-Contractors)

The contractor specific EMPr should be guided by a Risk Register informed by Risk Assessments of hazards identified by the Sub-Contractor to be associated with the day to day tasks during the rehabilitation programme. The SHE Plan and the ERP must be associated with the day-to-day tasks by the project team and the ECO. The ERP must be appropriate for any potential emergency.

The contractor and all sub-contractors will be responsible for:

- Complying with the EMPr commitments and any other legislative requirements as applicable to the contractor's appointment for the proposed bridge construction;
- Drafting a method statement (contractor specific EMPr) appropriate to the day-to-day activities under his direct control. The method statement must abide by the EMPr. The Contractor specific EMP must be agreed upon, by the Project Team representatives and the ECO, for the activities to be undertaken by the contractor;
- The Risk Assessments are agreed to be appropriate for the tasks by the Project Team representatives and the ECO, as appropriate;
- Adhering to any instructions issued by the Project Manager, and/or other designated lead agent administering the contract;

- Submitting an environmental report at identified site meetings on the environmental incidents that have occurred within the period between site meetings, and reporting on action to address any incidents previously identified by the contractor or the Project Team, the ECO;
- Ensuring that all employees of the contractors, and Mzibani Consulting Engineers employees as may be involved in the construction programme, receive appropriate training prior to the commencement of construction, taking cognisance of this EMPr and the conditions of the EA.

3.1.3 Environmental Control Officer (ECO)

An ECO will be appointed to provide ECO inputs during the rehabilitation phase of the proposed development. During the operational phase these functions will be taken over by the SHE Department of Mzibani Consulting Engineers and Project Managers cc. The ECO will be appointed by Msunduzi Local Municipality and not the contractor and will report directly to the Local Municipality.

The ECO will:

- Fully understand the commitments in the EMPr and EA for the proposed EIA process;
- Familiarise him/herself and ensure compliance with the relevant legislation applicable to the project SHE Policy and procedures;
- Communicate the contents of the EMPr to the contractor and sub-contractor staff members;
- Monitor the implementation of the EMPr throughout the project, by means of site inspections, reporting to Msunduzi Local Municipality and the Project Team at progress meetings;
- Undertake site inspections, on a weekly basis, to assess compliance with the EMPr and conditions in the EA and to advise on appropriate actions;
- Recommend to Msunduzi Local Municipality the removal of personnel and/or equipment should they contravene the specifications of the EMPr;
- Liaise with environmental statutory bodies, including DEFF and DHWS, where this is deemed necessary in association with the Project Team and/or Mzibani Consulting Engineers;
- Compile monthly progress reports for submission to the Project Manager; and
- Advise the Project Management Team on environmental issues and recommendations for the proposed bridge construction activities.

3.1.4 The Safety, Health and Environmental (SHE) Officer

The SHE Officer will:

- Monitor to ensure that all aspects of the construction and operation of the proposed bridge construction process comply with the requirements of the SHE plan;
- Be responsible for ECO duties during the operation;
- Ensure corrective actions required to address identified impacts are followed up and closed out.

3.2 Training and Environmental Awareness

It is important to ensure that the project's workforce has the appropriate level of environmental awareness and competence to ensure continued environmental due diligence and ongoing minimisation of environmental harm. Training needs must be identified based on the available and existing capacity of site personnel (including the Contractors and Sub-contractors) to undertake the required EMPr management actions and monitoring activities. It is vital that all personnel are adequately trained to perform their designated tasks to an acceptable standard.

The environmental training is aimed at:

- Promoting environmental awareness;
- Informing the project's workforce of all environmental procedures, policies and programmes applicable;
- Providing generic training on the implementation of environmental management specifications; and
- Providing job-specific environmental training in order to understand the key environmental features of the construction site and the surrounding environment.

Environmental awareness to the employees of the project must be provided by the Principal Contractor in the following forms:

- Toolbox Talks (Weekly) - These are mandatory. The topics discussed during training sessions must be recorded, with all employees present signing an attendance register. These records must be maintained in the Site Environmental File.
- Environmental Awareness Courses (Ad hoc).
- EMPr Awareness (as and when required).

On-site training must be provided for all contractors and personnel working on site during construction and operation. No personnel may be allowed onto site without having been instructed on the requirements of the approved EMPr.

The training must deal specifically with triggers that would require the implementation of mitigation measures contained in the EMPr. These include, but are not limited to:

- Identification of TOPS listed species, both fauna and flora
- Identification of potential heritage resources
- Identification and avoidance of demarcated no-go areas

Training will be done in a verbal format. The training will be a once-off event. In addition to training, general environmental awareness must be fostered among the project's workforce to encourage the implementation of environmentally sound practices throughout its duration. This ensures that environmental accidents are minimised, and environmental compliance maximized.

During the construction phase, Safety, Health and Environmental (SHE) Toolbox Talks must be held on a regular basis to discuss and address potential environmental risks, near misses or incidents and how they can be avoided in future. Regular drills are to be held to ensure that all staff are aware of the spill contingency and other environmental emergency procedures as applicable and can perform these procedures in reasonable timeframes.

3.2.1 Specific Activity Topics

Some activities may have environmental impacts that are unique to each area as determined by the outcomes of the risk assessment and findings of the specialist reports. These must be addressed in the Weekly Toolbox Talks. Area-specific topics include (and some of these topics may be a repeat of those covered under general topics):

- Water consumption and conservation;
- Activities close to sensitive areas;
- How soluble construction materials and suspended construction materials can contaminate the environment and how to prevent this from happening;
- Dealing with accidents (spills) and/or equipment failure;
- How to behave when faced with fire;
- Stormwater management;
- Potential for water pollution and the related impacts;
- Identification and management of erosion;
- Vehicle emissions and related impacts (including health related);
- Practical training regarding the clean-up of major and minor hydrocarbon spills;
- Importance of the waste management system and implementing good housekeeping;
- Dust generation and why and how to reduce dust; and
- Biodiversity interaction awareness.

In order to prevent and/or minimise these impacts, care must be taken with, inter alia, the disposal of waste, spillage, storage, noise and dust control, selection of sites, preservation and re-establishment of indigenous

vegetation, sediment management, the demarcation of sensitive areas and management of the different phases of construction and operation.

This can be achieved by effective implementation of the necessary mitigation measures as stipulated in this EMPr. With adequate management, the associated risks and significant negative impacts of the proposed project can be minimized and/or entirely negated. These will all be dealt with in this EMPr.

4. Auditing and Corrective Action

Auditing and implementing corrective action, should it be required, forms an important component of the EMPr management cycle. These ensure that:

- The required EMPr management conditions are being implemented, and reported appropriately;
- The desired outcomes are being achieved;
- On-going inspections of operational controls and general state of operation are undertaken and reported appropriately;
- Two internal audits must be undertaken during construction to assess the compliance to the EMPr or to focus on particular performance issues in relation to the conditions of the Water Use Licence (WUL) EA.
- One external audit by an independent practitioner must be undertaken four months after the commencement of the construction phase to assess the compliance to the EMPr or to focus on particular performance issues in relation to the conditions of the EA.
- Annual internal audits during the operational phase must be conducted internally in order to assess the compliance to the conditions in the EMPr and the EA.

As noted above, some potential impacts are difficult to monitor quantitatively, such as soil erosion and waste management. There are several mechanisms for implementing corrective action both during construction and operational phases. The main instruments used to address non-compliances are the following:

- Verbal instructions - Minor transgressions to the EA and EMPr by the ECO and Project Management Team;
- Written instructions - To support and formalise verbal instructions by the ECO and Project Management Team;
- Contract Notice - Following a material breach in contract issued by the Project Management Team;
- Directive from Regulating Authority - Following a material non-compliance with the conditions of the EA and the EMPr.

5. Site Documentation and Reporting

All non-conformances will be recorded by the ECO and reported to the Project Manager on a monthly basis during the Rehabilitation phase. Monthly inspections will be undertaken by the Environmental Advisor from SHEQS and the Technical Operator of the infrastructure.

The following documentation will be required to be kept on site during construction:

- Project EA;
- Project EMPr;
- Project Programme;
- Project Risk Register;
- Project SHE Plan;
- Complaints register;
- Environmental Incident Register;
- Audit reports of compliance and non-compliance to EMPr, WUL and EA conditions;
- Written corrective action instructions;
- Record of waste generation - quantity, type, fate (incl. general/hazardous, liquid/solid);

- Proof of legal/safe waste disposal;
- Record of chemicals on site and Material Safety Data Sheets (MSDS);
- Record of water usage (if applicable);
- Log of topsoil samples (if applicable);
- Proof that incidents and non-compliances have been closed out appropriately.

The findings of all inspections and internal audits will be structured into instructive reporting provided to the Project Manager. Corrective actions must be clearly defined as appropriate and reasonable, where required.

Emergency procedures for the management of the proposed development during all phases of operation must be in line with Mzibani Consulting Engineers and Project Managers cc's relevant ERP.

Within the reporting function a structured review component will be required from the Project Management Team. This review function will assist in prescribing appropriate and reasonable corrective actions and ensuring their timeous implementation.

6. Monitoring

During the construction phase/operational phase, the ECO will be responsible for monitoring and inspecting contractors' written records to illustrate compliance with the EMPr. This falls under the inspection role of the ECO.

The aim of the compliance monitoring is to verify that the responsible parties are adhering to the procedures, management conditions, and specifications contained in this EMPr and the conditions set out in the EA. A monthly inspection report will be submitted to the project manager during the construction phase (rehabilitation phase)/operational phase.

The ECO will regularly monitor their programme implementation for the proposed development. This will include the regular monitoring of:

- Control of alien vegetation associated with the clearing of vegetation by the contractor;
- Increased erosion;
- Input of toxicants and inputs of toxic organic contaminants;
- Disturbance and poaching of riverine soils and vegetation;
- Increase in sediment inputs and turbidity;
- Excess rubble and construction material in channel;
- The contractor's waste management programmes used to manage the generation of waste requiring disposal; and
- Rehabilitation of the construction sites, post construction.

7. Failure to Comply with the EMPr

Mzibani Consulting Engineers and Project Managers cc, as the holder of the EMPr, is responsible for ensuring compliance with the conditions by any person acting on their behalf including Implementing Entities. The EMPr holder must notify the DEFF in writing within the period specified in the EMPr if any condition in the Environmental Management Programme is or cannot be complied with. Upon receiving such notification, the DEFF (Compliance Directorate) will assess the reported non-conformance and inform the EMPr holder of further actions and submissions required.

In addition to the above, the ECO may order the Implementing Entity to suspend part or all of the works if, based on the ECO's reasoned opinion, the Implementing Entity has, is in the process of or will cause significant environmental damage and/or cause a non-conformance to the EMPr. The ECO shall report this instruction to Mzibani Consulting Engineers Director: Programme Implementation within 24 hours of the instruction being issued. Should the aforementioned suspension of work be as a result of negligence or actions by the Implementing Entity, no extension of time will be granted for such delays and all costs will be borne by the Implementing Entity. Apart from direct non-compliance with the EMPr, the following will be regarded as indirect non-compliance:

- Failure to comply with corrective or other instructions issued by the Implementing Entities, ECO or Competent Authority within a specified time.
- Failure to produce the supporting documentation proving compliance with the EMPr.
- Failure to ensure that sub-contractors appointed by the Implementing Entity comply with the EMPr.

8. Pre-construction Phase

8.1 Ensure relevant approvals from regulatory authorities are obtained, in particular in terms of:

- National Environmental Management Act (No. 107 of 1998) (NEMA), as amended;
- National Water Act (No. 36 of 1998);
- National Environmental Management: Biodiversity Act, 2004 (No. 10 of 2004);
- National Forests Act (No. 84 of 1998); and
- Other provincial and local environmental legislation.

8.2 Submission of method statements:

- Method Statements must be compiled by the Implementing Entity.
- All Method Statements must be submitted and approved prior to site establishment commencing.
- The content and required actions of the Method Statements must be communicated to site staff through a compulsory environmental induction.
- Approved Method Statements will be dated and signed by all relevant parties (Implementing Entity, ECO and Engineer).
- Should a Method Statement need to be revised, a formal revision will be issued, signed and dated. The updated Method Statement will be filed.
- The submitted Method Statements must include but not be limited to:
 - Site division, demarcation and no-go areas (incl. site camp establishment, access, construction working widths).
 - Site clearance and topsoil management.
 - Stockpiling and laydown areas.
 - Solid waste management (general and hazardous, incl. disposal).
 - Hazardous substances storage and management.
 - Cement storage and handling as well as concrete batching.
 - Fuel storage and management.
 - Ablution facilities and eating areas.
 - Dust and noise/nuisance control.
 - Protection of flora, fauna and natural features.
 - Stormwater management and erosion.
 - Site de-establishment and rehabilitation.
- The submission of a site layout plan (see Annexure B) by the IE to the ECO for approval is compulsory. The layout plan must indicate all areas of relevance including inter alia:
 - The location of the site camp as well as the site camp layout indicating the location of materials storage (general and hazardous), fuel storage, the site office, ablution facilities, and vehicle/machinery parking areas.
 - Access to the site camp and intervention sites.
 - Any required stormwater management measures such as diversion berms, cut-off drains, silt fences etc.
 - Stockpiling and laydown areas.

- Concrete/mortar mixing/batching areas.
- No-go or sensitive areas.
- Limit(s) of the construction footprint.

The layout plan must take into consideration the buffer distances and restrictions as specified in the EMPr.

9. Detailed Environmental Management Programme

This Section provides environmental specifications that must be adhered to during construction and operational phases of the construction of the access road process. It is essential that all listed specifications are considered and appropriately incorporated into the planning, design and/or contract documentation, and adhered to during the respective phases of the project.

The listed environmental specifications must be regarded as the minimum range of environmental constraints, controls, procedures and/or standards. They must not be regarded as exhaustive and therefore improvements and/or amendments must be made where reasonable and required.

Such requirements may be identified by stakeholders and/or other interested and affected parties, upon which the EMPr and the relevant environmental specifications may require revision.

Environmental specifications have been listed in tables in the sub-sections as per the following phases:

- Planning, Design and Pre-Construction phase
- Construction phase
- Post-Construction Phase and Rehabilitation Activities
- Operational phase with maintenance and ongoing rehabilitation. For each timeframe and specification the responsible monitoring party/parties and frequency, where relevant, is indicated.

Planning, Design and Pre-Construction Phase

Activity	Management / Mitigation	Responsibility	Frequency / timing
Legislation, permits, agreements and EA requirements	All members of the project team must adhere to all environmental legislation relevant to the project as highlighted below: 1. The EMPr must always be kept on site. 2. All members of the project team must be provided with adequate environmental training. 3. All mitigation measures that must be set up prior to construction must be implemented. 4. Monitoring and control programmes must be put in place to manage alien invasive plants. 5. The working area is to be clearly demarcated and all construction work is to be kept within the demarcated area.	All	Ongoing
Access to site: Routing (Sound environmental principles must be followed)	Existing access route must be used. Movement of vehicles within the site must be limited to access route and disturbed areas to avoid creating new disturbances.	ECO	Prior to moving onto site and during construction
Setting up the construction camp (Careful planning of the construction camp can ensure that time and costs associated with environmental management and rehabilitation are reduced.)	1. If there are already building structures on the site, one must be used to house the site office to avoid new disturbances. 2. The area used for site camp including laydown areas must always be kept neat. 3. Temporary chemical toilets must be provided by a company approved by the Engineer. 4. The construction of a "long-drop" is forbidden. 5. A service plan for the maintenance of the toilets must be provided by the Contractor and is to be approved by the Engineer and ECO to ensure toilets are properly serviced and hygienic. 6. Bins and/or skips must be provided at convenient intervals for the disposal of waste within the camp. The bins must be covered. Bins should have liner bags for efficient and safe disposal of waste.	ECO	During surveys and preliminary investigations and prior to moving onto site

Activity	Management / Mitigation	Responsibility	Frequency / timing
	7. Recycling and the provision of separate waste receptacles for different types of waste should be encouraged. Where possible, plastics, paper, glass and cans should be separated from other domestic waste for recycling. If waste is to be recycled, appropriately labelled waste receptacles must be made available. 8. Any potentially hazardous containers must be punctured or disabled prior to disposal.		
Establishing equipment lay-down and storage areas (Storage areas can be hazardous, unsightly and can cause environmental pollution if not designed and managed carefully. Hazardous substances are those that are potentially poisonous, flammable, carcinogenic, or toxic. Some examples are diesel, petrol, oil, bitumen, cement, solvent based paints, lubricants, explosives, drilling fluids, pesticides, herbicides, LPG.)	1. Location for equipment lay-down and storage areas must be located within previously disturbed areas for this project. 2. Fire extinguishers must be present at all storage facilities. 3. Storage areas must be secure so as to minimise the risk of crime. They must be safe from access by children and animals etc. 4. Storage areas for hazardous substances or materials must be fenced and access controlled. 5. These storage facilities must be on an impermeable surface that is protected from the ingress of storm water from surrounding areas in order to ensure that accidental spillage does not pollute local soil or water resources. The Contractor shall submit a method statement to the Engineer and ECO for approval. 6. Material Safety Data Sheets (MSDSs) must be readily available on site for all chemicals and hazardous substances to be used on site. Where possible and available, MSDSs must additionally include information on ecological impacts and measures to minimize negative environmental impacts during accidental releases or escapes. 7. Staff dealing with these materials/substances must be aware of their potential impacts and follow the appropriate safety measures. The Contractor must ensure that its staff is made aware of the health risks associated with any hazardous substances used and has been provided with the appropriate protective clothing/equipment in case of spillages or accidents and have received the necessary training. 8. All concrete mixing must take place on a designated, impermeable surface.	ECO	Prior to moving onto the site and on-going
Education of site staff on general and environmental conduct (These points need to be made clear to all staff on site before the project begins)	1. The Contractor must ensure that all site personnel have a basic level of environmental awareness training. Environmental awareness posters must be used on site. 2. Staff operating equipment shall be adequately trained and sensitized to any potential hazards associated with their tasks. 3. The Engineer/ECO must be on hand to explain more difficult/technical issues and to answer questions which may be raised. 4. No operator shall be permitted to operate critical items of mechanical equipment without having been trained by the Contractor and certified competent by the Project Management. 5. All employees must undergo the necessary safety training. A general regard for the social and ecological well-being of the site and adjacent areas is expected of the site staff. Workers need to be made aware of the following rules: 1. No alcohol/drugs to be present on site; no vehicles or machinery are to be operated whilst under the influence of alcohol or drugs. 2. Prevent excessive noise to minimize disturbances to residents. 3. No firearms allowed on site or in vehicles transporting staff to/from the site (unless used by security personnel). 4. Bringing pets onto site is forbidden. 5. Construction staff are to make use of facilities provided for them, as opposed to ad-hoc alternatives (e.g. fires for cooking; the use of surrounding bush as a toilet facility is strictly forbidden). No fires to be permitted on site. The use of gas-operated cookers for preparation of food on site must be encouraged.	ECO, PM	Prior to moving on site

Activity	Management / Mitigation	Responsibility	Frequency / timing
	6. Only pre-approved security staff and workers shall be permitted to live on the construction site. 7. No worker may be forced to do work that is potentially dangerous or for what he/she is not trained to do.		
Social impacts (It is important to take notice of the needs and wishes of those living or working adjacent to the site. Failure to do so can cause disruption to work and increase cost in the form of delays.)	1. All Interested and Affected Parties (IAPs) must be notified of the starting date of construction and the proposed duration. 2. Open liaison channels must be established between the developer, the contractors and Interested and Affected Parties (IAPs) such that any queries, complaints or suggestions can be dealt with quickly and by the appropriate person(s). The IAPs can be identified as those that live close by the site, work close to the site, will have their services/infrastructure affected by the project, have a general interest in the project, and/or the ward Councillor in which the construction is taking place. 3. Adequate designated parking must be provided for site staff and visitors. 4. A complaints register must be kept on site. IAPs need to be made aware of the existence of the complaints book and the method of communication available to them. Details of complaints must be incorporated into the audits as part of the monitoring process. This must be in carbon copy format, with numbered pages.	ECO, PM	On-going
Noise impacts	Construction vehicles/machines are to be fitted with standard silencers prior to the beginning of construction. Operating and service standards must be followed as per operating instructions of the vehicles and machines.	ECO	During surveys and preliminary investigations and site set up
Soil erosion	Procedures that are in place to conserve topsoil during the construction phase of the project are to be applied to the set-up phase.	ECO	Throughout the duration of the project
Stormwater	To prevent storm water damage, the increase in storm water runoff resulting from the construction activities must be estimated and the drainage system assessed accordingly. A drainage plan must be submitted to the Engineer.	ECO	During surveys and preliminary investigations
Water quality (Incorrect disposal of substances and materials and polluted run-off can have serious negative effects on groundwater quality.)	Storage areas that contain hazardous substances must be bunded with an approved impermeable liner.	ECO, PM	During site set up
Set up of waste management	Waste management: 1. The contractor is responsible for the internal collection of refuse and for transporting it to a registered landfill site once every week, unless a service agreement is entered into between the contractor and the municipality. 2. The excavation and use of rubbish pits are forbidden. 3. Burning of waste is forbidden. 4. A fenced area must be allocated for waste sorting and storage prior to removal. 5. Individual skips/bins for different types of waste (e.g. 'household' type refuse, building rubble, etc.) must be provided.	ECO, PM	On-going
Safety and security	Fencing/Demarcation: 1. All necessary signage must be obtained prior to the commencement of construction activities. Lighting:	ECO, PM	On-going

Activity	Management / Mitigation	Responsibility	Frequency / timing
	2. Lighting on the construction campsite is to be set out to provide maximum security and to enable policing of the site, without creating a visual nuisance to local residents or businesses. Risks associated with materials on site: 3. All IAPs must be notified in advance of any known potential risks associated with the construction site and the activities on it. Examples of these are blasting, earthworks/earthmoving machinery on steep slopes above houses/infrastructure, risk to residences along haulage roads/access routes.		

9.1 Construction Phase

This pertains to all environmental impacts associated with construction and is not limited to the land on which the Project is located. It includes the site footprint, construction campsites, access roads and tracks, as well as any other area affected or disturbed by construction activities. The EMPr (particularly the specifications for rehabilitation) is relevant for all areas disturbed during construction. Furthermore, the EMPr takes into account all secondary impacts on the local community and the public.

Activity	Management / Mitigation	Responsibility	Frequency / timing
Access to the site	- Access to the site must be controlled and managed such that it does not result in excessive environmental damage. - Contractors must ensure that access roads are maintained in good condition by attending to any damage as it occurs. - Unnecessary compaction of soil by heavy vehicles must be avoided; construction vehicles must be restricted to demarcated access, haulage routes and turning areas. - The construction signs must be placed at the beginning of the project indicating all necessary information such as Contractor and Municipality. Approval must be sought from the relevant authority for the installation of the signage. - Machine/vehicle operators must receive clear instructions to remain within demarcated access routes. Movement of heavy-duty vehicles and vehicles connected with work in progress must be restricted to the construction zone.	PM / ECO	On-going, and specifically after heavy rain
Maintenance of construction camp	- The Contractor must monitor and manage drainage of the campsite. - Run-off from the campsite must not discharge into neighbours' properties. Ablutions: - Temporary chemical toilets must be provided by a company approved by the Engineer. The toilets must be made available to all staff and must be no closer than 50 m from any watercourse. These facilities must comply with local authority regulations and be maintained in a clean and hygienic condition. Their use must be strictly enforced. - The construction of a "long-drop" is forbidden and the Contractor is to ensure that open areas or the surrounding bush are not being used as a toilet facility. - There shall be a minimum of 1 toilet for every 20 workers and these must be situated no further than 100 m from the work front. A toilet must also be provided at campsite. - Under no circumstances may open areas or the surrounding bush or degraded and built-up areas be used as a toilet facility. - A registered chemical waste company is to be used to remove waste from chemical toilets on site on a regular basis. Proof of toilet service and safe disposal of effluent must be kept on site for each service. Camp waste disposal: - The Contractor must ensure that all litter is collected from the work and camp areas daily. The construction area must be cleared of	PM / ECO	On-going monitoring / as the work progresses

Activity	Management / Mitigation	Responsibility	Frequency / timing
	litter, debris (e.g. cement packets, bitumen residues etc.) and other domestic waste on completion of the day's work. - Bins and/or skips must be emptied regularly, and waste must be disposed of at a registered landfill site. Waybills for all such disposal are to be kept by the Contractor for review by the Engineer/ECO. Eating areas: - Eating areas must be regularly serviced and cleaned to ensure the highest possible standards of hygiene and cleanliness. - All litter throughout the site must be picked up on a daily basis and placed in the bins provided, with waste to be separated according to type of waste. Housekeeping: - The Contractor must ensure that his camp and working areas are kept clean and tidy at all times.		
Staff conduct	Environmental education and awareness: - The Contractor must monitor the performance of the construction workers to ensure that the points relayed during their induction have been properly understood and are being followed. If necessary, the ECO should be called to the site to further explain aspects of environmental or social behaviour that are unclear. Worker conduct on site: - The rules that are explained in the worker conduct section must always be followed. Non-compliance with these rules could result in the removal of workers by the contractor.	ECO	On-going monitoring / as the work progresses
Dust / air pollution (Main causes of air pollution are dust particles from vehicle movements and stockpiles, vehicle emissions and fires)	- Vehicles travelling to and from the construction site must adhere to the speed limits so as to avoid producing excessive dust. A speed limit of 40 km/h must be adhered to on the construction site. - Limiting construction operational hours to between 07h00 and 17h00 will reduce congestion and disturbance in surrounding areas and minimize road deterioration and consequent dust creation. - Access points and other cleared surfaces must be dampened whenever necessary and especially in dry and windy conditions to avoid excessive dust. - Should excessive emissions be observed from vehicles and machines, the Contractor is to have the equipment seen to immediately. - Stockpiles may cause dust and must therefore be managed in accordance with the guidelines in Materials Management. - Stockpiles not used in three (3) months after stripping must be seeded to prevent dust and erosion.	ECO	On-going monitoring / as the work progresses
Soil erosion	Topsoil stripping and stockpiling: - Excavated soil and other material must be deposited in a spoil area as agreed with ECO and engineer. - Erosion prevention measures must be implemented: berms and sandbags may be used to contain all sediment whilst energy dissipaters must be constructed at all outflow points. The site must be monitored weekly for any sign of off-site siltation. All exposed earth must be rehabilitated promptly with suitable vegetation to protect the soil. Exposed surfaces: - Side tipping of soil and excavated materials must not be permitted. - Storm water control and wind screening must be undertaken to prevent soil erosion on site. - There must be no offsite impacts of storm water. A general rule is that the storm water velocity eddies on the site must be the same as the predevelopment area.	ECO	On-going monitoring / as the work progresses

Activity	Management / Mitigation	Responsibility	Frequency / timing
	• In areas where steep slopes are excavated, erosion control measures need to be initiated and these may include the planting of indigenous vegetation at short intervals to prevent the formation of gullies. • A Storm Water Management Plan must be developed, provided and implemented by the engineer. Drainage must be controlled to ensure that runoff from the access road will not lead to erosion and offsite pollution of any water resources along the road. The storm water drainage system must not be contaminated by other waste sources generated during the construction phase of the development. • Battering of all banks shall be such that cut and fill embankments are no steeper than previous natural slopes unless otherwise permitted by the Engineer. Cut and fill embankments steeper than previous ground levels shall be re-vegetated immediately on completion of trimming or shall be protected against erosion using measures approved by ECO and Engineer. • If cut and fill earthworks are required, these must be limited to the minimum necessary for the proposed development. Cut and fill banks must not be sloped steeper than 1:1.5. All fill must be well compacted in layers on placement and must not be loose end-tipped. No cut or fill slope must exceed 2.5 m vertical height. All earthworks must be vegetated as soon after completion of construction as is practically possible with locally sourced indigenous vegetation where possible. • All embankments, unless otherwise directed by the Engineer, shall be protected by a cut-off drain to prevent water from cascading down the face of the embankment and causing erosion.		
Storm water	General principles: • The Contractor must not in any way modify nor damage the banks or beds of streams, rivers, wetlands, other open water bodies and drainage lines adjacent to or within the designated area, unless required as part of the construction project specification. Where such disturbance is unavoidable approval must be obtained from the ECO. • Earth, stone and rubble is to be properly disposed of so as not to obstruct natural pathways over the site, i.e. these materials must not be placed in storm water channels, drainage lines or rivers. • The provisions of the National Water Act 36 of 1998 shall be complied with at all times. • The Contractor is to ensure that impediments to natural water flow are avoided during construction or that flow is temporarily diverted. • There must be a periodic checking of the site's drainage system to ensure that the water flow is unobstructed. Un-channelled flow: • During construction un-channelled flow must be controlled to avoid soil erosion. • Where surface runoff is concentrated (e.g. along exposed tracks), flow must be slowed by contouring.	ECO / PM	On-going
Conservation of the natural environment	Fauna and flora: • The Contractor is to check that vegetation clearing has the prior permission of the Engineer/ECO. Vegetation that is removed is to be replanted and excavation is to be kept to a minimum. • Development infrastructure must be screened wherever possible from ecologically sensitive areas to reduce the human disturbance factor. • Alien vegetation encroachment onto the site as a result of construction activities must be controlled during construction. Immediate re-vegetation of stripped areas and removal of aliens by weeding must take place. Geology:	ECO	On-going monitoring / as the work progresses

Activity	Management / Mitigation	Responsibility	Frequency / timing
	- In the event of excavation, the material that is removed must be separated into topsoil and subsoil. The top 150 mm would be considered topsoil and must be stockpiled separately. - In the event of infilling, replacement of subsoil must precede the topsoil replacement, and all material must be well compacted.		
Materials management	Stockpile management: - Stockpiles must not be situated such that they obstruct natural water pathways. - Stockpiles must not exceed two (2) metres in height unless otherwise permitted by the Engineer or be left for longer than three (3) months. - Stockpiles must be protected from erosion using appropriate measures for the conditions the stockpiles are exposed to, which may include construction of berms or low brick walls around their bases. - Stockpiles must be kept clear of weeds and alien vegetation growth by regular weeding. Handling of hazardous materials: - Cement, bitumen and other potential environmental pollutants must be mixed on an impermeable surface with special provisions for storm water management. - All empty containers must be removed from the site for appropriate disposal at a licensed facility and must be treated as hazardous waste. - No vehicles transporting concrete may be washed on site. - All substances required for vehicle maintenance and repair must be stored in sealed containers until they can be disposed of/removed from the site. - Hazardous substances/materials are to be transported in sealed containers or bags. - The Contractor is to outline a method statement for dealing with accidents/spillages of hazardous materials. This statement must be handed to the Engineer as well as ECO. Sourcing construction materials: - Wherever possible, materials that have been produced locally must be used for the construction of the site camp (e.g. bricks, window frames, etc.).	ECO	As completed
Waste management	On-site waste management: - The Contractor shall ensure that all refuse is collected from the camp and work areas daily. - All material used for construction and maintenance must be removed from the site after construction or maintenance work. - Refuse must be placed in the designated skips/bins which must be regularly emptied. These must remain within demarcated areas and must be covered to prevent wind-blown rubbish and scavenging by people and animals. - In addition to the waste facilities within the construction camp, provision must be made for waste receptacles to be placed at intervals along the work front. - Littering on site is forbidden and the site shall be cleared of litter at the end of each working day. Waste disposal: non-hazardous waste - All waste must be removed from the site and transported to a registered landfill site. - Any construction rubble shall be disposed of at registered disposal sites. - Waste from chemical toilets must be disposed of regularly and in a responsible manner by a registered waste contractor. Care must	PM / ECO	On-going

Activity	Management / Mitigation	Responsibility	Frequency / timing
	be taken to avoid contamination of soils and water, pollution and nuisance to adjoining areas. Waste disposal: hazardous waste - Contaminated water associated with construction activities must be contained in separate areas with berms and must not be allowed to enter into the natural drainage system. - Chemical waste must be stored in appropriate containers and disposed of at licensed disposal facilities. - Soil that is contaminated with, e.g., cement, bitumen, petrochemicals or paint must be disposed of at a registered hazardous landfill site. - A sump must be created for concrete waste. This is to be de-sludged regularly and the cement waste is to be removed to a tip site as approved by the local authority.		
Social impacts	Disruption of infrastructure and services: - Contractor's activities and movement of staff is to be restricted to designated construction areas. - Should the construction staff be approached by members of the public or other stakeholders, they must assist them in locating the Engineer or Contractor or provide a number on which they may contact the Engineer or Contractor. - The conduct of the construction staff when dealing with the public or stakeholders shall be in a manner that is polite and courteous at all times. Failure to adhere to this requirement may result in the removal of staff from the site by the Engineer. - Disruption of access for local residents must be minimised and must have the consent of the Engineer. - The Contractor is to inform neighbours in writing of disruptive activities at least 24 hrs beforehand. - Drivers of construction vehicles must exercise care when travelling to and from the site. Drivers of construction vehicles must be considerate of other road users. They are to be especially careful at narrow sections and water crossings or where livestock is being herded. Visual impacts: - The site must be kept clean to minimize the visual impact of the site. Noise: - Machinery and vehicles are to be kept in good working order for the duration of the project to minimize noise nuisance to neighbours. - Notice of particularly noisy activities must be given to residents adjacent to the construction site. Noisy activities must be restricted to the times given in the Project Specification or General Conditions of Contract. Communication with Interested and Affected Parties (IAPs): - The Engineer and Contractor are responsible for on-going communication with those people that are interested in/affected by the project. - Queries and complaints are to be handled by: documenting details of such communications; submitting these for inclusion in the complaints register; bringing issues to the Engineer's attention immediately; taking remedial action as per Engineer's instruction. - Selected staff are to be made available for formal consultation with IAPs in order to explain the construction process and answer questions.	PM / ECO	On-going

9.2 Post-Construction Phase and Operational Phase

Activity	Management / Mitigation	Responsibility	Frequency / timing
Construction camp	Construction camp rehabilitation: - All structures comprising the construction camp are to be removed from site. - The area that previously housed the construction camp is to be checked for spills of substances such as oil, paint and fuels, etc. and these must be cleaned up. - All hardened surfaces within the construction camp area must be ripped, all imported materials removed, and the area shall be top-soiled and re-grassed using the guidelines set out in the re-vegetation specification. - The Contractor must arrange the cancellation of all temporary services.	PM / C / ECO	Project completion
Vegetation	Landscaping: - All disturbed areas or areas which have been engineered for the purpose of the development are to be rehabilitated with indigenous vegetation, which must be sourced from surrounding areas where possible. This will aid in preventing erosion within the site. - There must be ongoing weeding of vegetated areas, especially areas around the wetland and other areas with sensitive vegetation, to remove alien plant species.	ECO	On completion
Land rehabilitation	- Excavated soil and soil disturbance: excavated soil not used in the development must be disposed of in a designated area as agreed with Engineer. Surfaces are to be checked for waste products from activities such as concreting and asphaltting and cleared in a manner approved by the engineer. - Rehabilitation must be executed in such a manner that surface runoff will not cause erosion of disturbed areas during and after rehabilitation. - All rubble is to be removed from the site to an appropriate disposal site as approved by the Engineer. Burying of rubble on site is prohibited. - The site is to be cleared of all litter. - All embankments are to be trimmed, shaped and re-planted to the satisfaction of the Engineer and ECO. - All trimmed and/or compacted areas must be left rough to facilitate binding of topsoil and vegetation.	ECO	On completion
General	General remediation: - Temporary road works must be closed and access across these blocked. - All areas where temporary services, including the borrow pit, are located are to be rehabilitated to the satisfaction of the Engineer and ECO. - A meeting is to be held on site between the Engineer, ECO, and the Contractor to approve all remediation activities and to ensure that the site has been restored to a condition approved by the Engineer and ECO.	The Local Municipality	On completion of the construction and maintenance phases
Vegetation / landscape management	All rehabilitated areas will need to be maintained and re-seeded with local indigenous vegetation where necessary on a regular basis.	The Local Municipality	On-going
Noise control	- All vehicles must be in good condition and follow the norms and standards for noise control that are applicable for race cars. - Trees may be planted, or walls built around the property to buffer the noise that is released to the surrounding community. - All neighbours must be notified in due time of the construction activities. - The sound system must be tested before events to ensure that sound levels are high enough to be heard within the property with as little impact on the surrounding community as possible.	ECO	

Activity	Management / Mitigation	Responsibility	Frequency / timing
Storm water management	The storm water management system implemented as part of the road must be monitored and maintained to ensure continued efficient functionality.	ECO	On-going
Solid waste / refuse removal	Any waste which is produced from maintenance activities must be appropriately disposed of without any harm to the environment.	The Local Municipality	On-going
Soil erosion	The following measures need to form part of the management of the site: - Monitoring storm water exit points. - Fill in and re-vegetate eroded areas.	The Local Municipality	On-going
Management of the development	- The development must be controlled to ensure that there are no further damages to the affected environment. - Local environmental authority must be informed in due time of any intended changes or developments which may affect the environment. Furthermore, the Competent Authority may at any point visit the site to monitor whether any further environmental degradation has occurred.	The Local Municipality	On-going

10. Emergency Reporting and Procedures

The Implementing Entity must ensure that all emergency procedures are in place prior to commencing work. The nearest emergency service provider shall be identified and the up-to-date contact details of this emergency centre, as well as the police and ambulance services, shall be displayed on a notice board and shall be made available to staff on-site. Emergency equipment including fire-fighting equipment shall be positioned at accessible locations near to areas where such emergencies may arise.

10.1 Emergency Awareness

The Implementing Entity shall ensure that site staff are aware of the procedure to be followed for dealing with emergencies, which shall include notifying the Implementer and relevant authorities of the event. All site staff shall be briefed regarding the requirements for dealing with potential emergencies including fires, accidental leaks and spillage of pollutants.

10.2 Fire

The Implementing Entity must take all reasonable measures to ensure that fires are not started as a result of construction activities on site and shall also ensure that their operations comply with the Occupational Health and Safety Act (Act No. 85 of 1993). Where possible, all work done in the dry season shall be organised in liaison with the landowners so that it fits into their firebreak/fire protection programme. No large open fires are permitted on site. Smoking on site shall only be permitted in designated areas and in the presence of a fire extinguisher. Basic functional fire-fighting equipment (one backpack and at least five beaters) shall be made available at each work site at all times.

The Implementing Entity shall appoint a member of his staff to be responsible for the installation and inspection of this equipment. Where work will take place in a peatland or wetland with a high organic soil content, a Method Statement shall be prepared for the ECO's approval, detailing all the actions that will take place should a fire occur, as well as the relevant emergency contacts. Where fuels and machines are used on site, the prescribed fire extinguishers in working condition must be made available by the Implementing Entity.

Conclusion

This EMPr has been compiled using various inputs including the EAPs, specialists, relevant Authorities and IAPs. These inputs facilitated the identification of relevant and implementable mitigation measures, which may now be used by Mzibani Consulting Engineers and Project Managers cc, project management, engineers and appointed construction teams to respond to the Rehabilitation process. Penalties to be imposed for the transgression of environmental specifications are also noted along with the roles and responsibilities of all stakeholders. In order to ensure compliance, all parties involved must be fully acquainted with the contents of the EMPr. This will ensure that potential negative impacts are identified, avoided or mitigated.

PART D: DAYWORK

D1 Scope. This specification covers work carried out on a daywork basis in terms of Clause 6.5 of GCC 2015, for work that cannot conveniently be measured and valued at the rates in the Bill of Quantities.

D2 Authorisation. No work shall be carried out as daywork without the prior written order of the Employer's Agent. The Contractor shall submit daily records, in duplicate, of the labour, plant and materials used, for signature by the Employer's Agent's Representative. Unsigned records will not be accepted for payment.

D3 Rates. Labour and plant shall be paid at the rates tendered in Section 1800 of the Bill of Quantities for the hours actually worked. Materials shall be paid at net invoiced cost from the provisional sum in item B18.10, plus the percentage tendered in item B18.11.

D4 Plant. Only plant that is on Site and in working order will be paid for, and only for the time actually worked. Standing time, transport and establishment are deemed to be included in the tendered rates.

PART E: OHSA 1993 HEALTH AND SAFETY SPECIFICATION

E1. SCOPE

This specification covers the health and safety requirements to be met by the Contractor to ensure a continued safe and healthy working environment for all employees, subcontractors, the Employer, the Employer's Agent, inspectors and all other persons entering the site of works.

This specification shall be read in conjunction with the Occupational Health and Safety Act (Act No 85 and amendment Act No 181) 1993 and the corresponding Construction Regulations 2014, and all other safety codes and specifications referred to in the said Act and Construction Regulations.

In terms of the OHSA Agreement in Section C1.4 of the Contract document, the status of the Contractor as mandatory to the Employer (client) is that of an employer in his own right, responsible for compliance with all provisions of OHSA 1993 and the Construction Regulations 2014.

This specification and the Contractor's own Health and Safety Plan as well as the Construction Regulations 2014, shall be displayed on site or made available for inspection by inspectors, the Employer, the Employer's Agent, subcontractors, employees, representatives of trade unions and any other persons entering the site of works.

E1.1 Information based on the Employer's baseline risk assessment

The information presented in this subclause E1.1 is based on the Employer's baseline risk assessment prepared specifically for this contract.

This information describes the type of work required in terms of this contract that will be accompanied by dangers, hazards and risks which the Contractor shall be required to identify, analyse, manage, monitor and review in terms of the Health and Safety Plan and risk assessments.

This information is neither prescriptive nor exhaustive, and is provided as a guideline to Tenderers in preparing their tender submissions, and to the successful Contractor as a basis for the preparation of the site specific risk assessments to be performed by the Contractor in terms of Construction Regulation 9.

Tenderers shall make their own assessment of the dangers, hazards and risks that can be expected during the course of this contract, which may include dangers, hazards and risks not identified in the baseline risk assessment, including those that may arise from specific methods of construction employed by the Contractor, and shall make due allowance in their tendered rates and prices for all costs related to complying with the provisions of the Act and Construction Regulations.

This information is given in good faith for the guidance of Tenderers, and no additional payment shall be made as a result of any inaccuracies, discrepancies or omissions contained therein.

The following aspects of this project carry the risk of possible injuries:

- Operation and maintenance on the site of heavy civil engineering plant such as excavators, bulldozers, front end loaders, tippers, TLBs, compaction equipment, rock breaking plant, water pumps, concrete mixers, ready mixed concrete trucks, batch plants, cranes, concrete pumps, compressors, pneumatic tools, generators, etc.
- Use on the site of power tools and hand tools.

- Handling of materials such as scaffolding, formwork, timber planks, steel wire, reinforcement, cement bags, concrete materials and hand stone.
- Storage and handling of flammable materials such as fuels, oils, adhesives, and painting and cleaning products including bituminous paint.
- Storage and handling of herbicides and ant poisons.
- Presence of open excavations for the box culvert, manholes and stormwater pipe trenches.
- Risks related to general safety and security on site.

Additional risks may arise from specific methods of construction selected by the Contractor which are not necessarily covered in the above.

E2. DEFINITIONS

For the purpose of this contract the following shall apply:

- (a) **Employer** where used in the contract documents and in this specification, means the Employer as defined in the General Conditions of Contract 2015 and it shall have the exact same meaning as **“client”** as defined in the Construction Regulations 2014. **“Employer”** and **“client”** are therefore interchangeable and shall be read in the context of the relevant document.
- (b) **“Contractor”** wherever used in the contract documents and in this specification, shall have the same meaning as **“Contractor”** as defined in the General Conditions of Contract 2015.

In this specification the terms **“principal contractor”** and **“contractor”** are replaced with **“Contractor”** and **“subcontractor”** respectively.

For the purpose of this contract the **Contractor** will, in terms of OHSA 1993, be the mandatory, without derogating from his status as an employer in his own right.

- (c) **“Employer’s Agent”** where used in this specification, means the Employer’s Agent as defined in the General Conditions of Contract 2015. In terms of the Construction Regulations the Employer’s Agent may act as agent on behalf of the Employer (the client as defined in the Construction Regulations).

E3. TENDERS

This Health and Safety Specification forms an integral part of the Contract and Tenderers are required to use it during the tender phase for pricing the preparation of a project specific Health and Safety Plan prior to commencing any work and for pricing the costs of ensuring compliance thereto during construction. Tenderers must forward a copy of this Specification to all other persons or organisations that may be submitting prices to the Tenderer during the tender stage to enable them to include the cost of preparing their own Health and Safety Plan, relevant to their particular operation, and for compliance with the health and safety requirements during construction. Payment items are included in the Schedule of Quantities for compliance with the Occupational Health and Safety Act and Construction Regulations and with this Specification.

Tenderers are required to complete Form J ‘Contractor’s Health and Safety Declaration’ in section T2.2 ‘Returnable Schedules’.

Failure to submit the foregoing with his tender and/or to provide realistic rates for relevant payment items will lead to the conclusion that the Contractor will not be able to carry out the work under the contract safely, in accordance with the Act and Construction Regulations and his tender shall be deemed non-responsive.

E4. NOTIFICATION OF COMMENCEMENT OF CONSTRUCTION WORK

Where the contract meets the requirements of Construction Regulation 4, the Contractor shall, before commencement of the work and in accordance with the requirements of Regulation 4, notify the Provincial Director of the Department of Employment and Labour of the intention to carry out the construction work, using the pro forma form included as Annexure 2 to this Health and Safety Specification.

A copy of the notification form must be kept on site, available for inspection by inspectors, the Employer, the Employer's Agent, subcontractors, employees, representative trade unions and any other persons on the site. A copy of the notification form shall also be kept on the health and safety file, and a further copy shall be forwarded to the Employer for his records.

E5. HEALTH AND SAFETY PLAN

Before commencement of any construction work, the Contractor shall prepare a project specific Health and Safety Plan complying with the requirements of Construction Regulation 7(1)(a) and this Health and Safety Specification.

The Health and Safety Plan must include a risk assessment performed and recorded in writing by a competent person as required in terms of Construction Regulation 9. The risk assessment shall identify and evaluate the risks and hazards that may be expected during the execution of the work under the contract, and it shall include a documented plan and applicable safe work procedures to mitigate, reduce or control the risks and hazards identified.

The Health and Safety Plan shall be available on site for inspection by inspectors, the Employer, the Employer's Agent, subcontractors, employees, representative trade unions, and health and safety representatives and committee members, and must be monitored and reviewed periodically by the Contractor.

E6. APPOINTMENT OF EMPLOYEES AND SUBCONTRACTORS

E6.1 Appointments

The Contractor shall appoint in writing all employees.

The Contractor shall appoint in writing all subcontractors, and such appointments shall be in compliance with the requirements of Construction Regulation 7 and the Employer's SCM Policy, and any other relevant procurement guidelines as applicable.

E6.2 Health and safety induction training

No person shall be allowed or permitted to enter the site of the works unless such person has undergone health and safety induction training pertaining to the hazards prevalent on the site.

The Contractor shall ensure that all employees under his control, including subcontractors and their employees, undergo health and safety induction training by a competent person before commencement of construction work in compliance with Construction Regulations 7(5) and 9(3) and (4).

The Contractor shall ensure that all visitors to the construction site undergo health and safety induction and are provided with the necessary personal protective equipment in compliance with Construction Regulation 7(6).

E6.3 Medical certificate of fitness

The Contractor shall ensure that every employee, including subcontractors and their employees, has a valid medical certificate of fitness issued in compliance with Construction Regulation 7(1)(g) or 7(8) as applicable.

E7. APPOINTMENT OF SAFETY PERSONNEL

E7.1 Construction manager

Refer to Construction Regulation 8(1), (2), (3) and (4).

The Contractor shall appoint a full-time **Construction Manager** with the duty of managing all the construction work on the site, including the duty of ensuring occupational health and safety compliance.

The Contractor may also have to appoint one or more **assistant construction managers** to assist the Construction Manager where justified by the scope and complexity of the works.

E7.2 Construction health and safety officer

Refer to Construction Regulation 8(5) and (6).

Taking into consideration the size of the project and the dangers, hazards or risks that can be expected, the Contractor shall appoint in writing a full-time or part-time **construction health and safety officer** to assist in the control of all health and safety related aspects on the site. The construction health and safety officer shall be registered as required by the Chief Inspector of the Department of Employment and Labour and shall have the necessary competence and resources to perform his/her duties diligently.

E7.3 Construction supervisor

Refer to Construction Regulation 8(7), (8), (9) and (10).

The Contractor shall appoint a **construction superintendent** responsible for construction activities and ensuring occupational health and safety compliance on the construction site.

The Contractor may also have to appoint one or more competent employees to assist the construction superintendent where justified by the scope and complexity of the works.

E7.4 Health and safety representatives

In terms of **Sections 17 and 18 of the Act (OHSA 1993)** the Contractor, being the employer in terms of the Act for the execution of the contract, shall appoint a **health and safety representative** whenever he has more than 20 employees in his employment on the site of the works. The health and safety representative must be selected from employees who are employed in a full-time capacity at a specific workplace.

The number of health and safety representatives for a workplace shall be at least one for every 50 employees.

The function of health and safety representative(s) will be to review the effectiveness of health and safety measures, to identify potential hazards and major incidents, to examine causes of incidents (in collaboration with his employer, the Contractor), to investigate complaints by employees relating to health and safety at work, to make representations to the employer (Contractor) or inspector on general matters affecting the health and safety of employees, to inspect the workplace, plant, machinery, etc. on a regular basis, to participate in consultations with inspectors and to attend meetings of the health and safety committee.

E7.5 Health and safety committee

In terms of Section **19 of the Act (OHSA 1993)**, the Contractor (as employer) shall establish one or more **health and safety committee(s)** where there are two or more health and safety representatives at a workplace. The persons selected by the Contractor to serve on the committee shall be designated in writing.

The function of the health and safety committee shall be to hold meetings at regular intervals but at least once every three months, to review the health and safety measures on the contract, to discuss incidents related to health and safety with the Contractor and the inspector, to make recommendations regarding health and safety to the Contractor and to keep record of recommendations and reports made by the committee.

E7.6 Competent persons

The Contractor shall appoint in writing designated competent employees and/or other competent persons as required by the Act and Regulations. Such appointments shall be in accordance with the relevant applicable sections of the Act and Regulations as determined by the requirements of the contract.

A competent person may be appointed for more than one part of the construction work with the understanding that the person must be suitably qualified and able to supervise at the same time the construction work in all the work situations for which he has been appointed.

The appointment of competent persons to supervise parts of the construction work does not relieve the Contractor from any of his responsibilities for compliance with **all** requirements of the Construction Regulations.

E8. RECORDS AND REGISTERS

The Contractor is bound to keep records and registers related to health and safety on site as required by the relevant applicable sections of the Act and Regulations as determined by the requirements of the contract. Such records and registers shall be available for periodic inspection by inspectors, the Employer, the Employer's Agent, subcontractors, employees and representatives of trade unions.

E9. CONTRACTOR'S RESPONSIBILITIES

For this contract the Contractor will be the mandatary of the Employer (Client), as defined in the Act (OHSA 1993), which means that the Contractor has the status of employer in his own right in respect of the contract. The Contractor is therefore responsible for all the duties and obligations of an employer as set out in the Act (OHSA 1993) and the Construction Regulations 2014.

Before commencement of work under the contract, the Contractor shall enter into an agreement with the Employer (Client) in terms of C1.4 'Agreement in terms of Section 37(2) of the Occupational Health and Safety Act No. 85 of 1993', to confirm his status as mandatary (employer) for the contract under consideration.

The Contractor is advised in his own interest to make a careful study of the Act and the Construction Regulations as ignorance of the Act and the Regulations will not be accepted in any proceedings related to non-conformance to the Act and the Regulations.

E10. MEASUREMENT AND PAYMENT

It is a condition of this contract that contractors who submit tenders for this contract shall make provision in their various tendered rates and prices for all costs related to the health and safety measures required in terms of the Act and Regulations during the construction process.

(a) Safety appointments

No separate additional payment will be made to cover the costs related to persons appointed as required in terms of the Act and Regulations to fulfil the various health and safety functions. Such persons include the Construction Manager, any assistant construction managers, the construction health and safety officer, the construction superintendent, any assistant construction superintendents, health and safety representatives, health and safety committee members and competent persons, all as referred to in subclauses E7.1 to E7.6 above. The Contractor shall therefore make provision in the various tendered rates and prices for all costs related to such persons.

(b) Records and registers

The keeping of records and registers related to health and safety on site as described in clause E8 above shall be regarded as a normal duty of the Contractor for which payment shall be deemed to be included in the Contractor's various tendered rates and prices, and for which no separate additional payment will be made except to the extent provided in item B13.02 of the Schedule of Quantities.

(c) Medical certificates

No separate additional payment will be made to cover the costs related to obtaining the medical certificates of fitness required for every employee, including subcontractors and their employees, issued in compliance with Construction Regulation 7(1)(g) or 7(8) as applicable. The Contractor shall therefore make provision in the various tendered rates and prices for all costs related to such medical certificates.

PART F: EXPANDED PUBLIC WORKS PROGRAMME AND LABOUR-INTENSIVE CONSTRUCTION

F1 General. The Works form part of the Employer's contribution to the Expanded Public Works Programme (EPWP) and shall be executed with the maximum practicable use of labour-intensive methods and local labour, in accordance with the Ministerial Determination and Code of Good Practice for the EPWP and the current EPWP guidelines for infrastructure projects. The portions of the Works to be executed by hand are listed in clause C3.2.7.

F2 Supervisory and management staff. The Construction Manager and the Foreman / Supervisor shall hold the labour-intensive construction qualifications stated in the mandatory requirements (T1.2.3, F.2.1) and shall be on Site full time.

F3 Recruitment and conditions of employment. Unskilled and semi-skilled labour shall be recruited from Ward 1 and the surrounding wards through the Community Liaison Officer, with preference to women, youth and persons with disabilities in accordance with EPWP targets. Workers shall be employed on written contracts, on a task-rated or time-rated basis, at not less than the rate stated in clause C1.2.1.2 (R220,00 per person per day, as stipulated by the Employer). The number of EPWP labourers employed on the Contract shall not exceed fifteen (15) at any one time, as determined by the Employer, unless otherwise instructed in writing by the Employer's Agent. Workers shall be provided with EPWP-branded personal protective equipment (item B12.11) and with medical certificates of fitness where required (item B12.14).

F4 Training. Accredited training for local labour shall be arranged as approved by the Employer's Agent and paid from the provisional sums in item B12.09.

F5 Reporting. With each monthly statement the Contractor shall submit, in the format required by the EPWP reporting system, copies of identity documents and employment contracts of new workers, attendance registers, proof of payment, and the number of person-days of employment and training created, disaggregated by women, youth and persons with disabilities. Payment certificates will not be processed without this information.

F6 Payment. No separate payment will be made for compliance with this specification other than under the items scheduled in Section 1200 of the Bill of Quantities.

- Groundwater seepage was encountered at depths of 0.1 m to 0.6 m in three test pits (TP01, TP04 and TP05) and intermittent shallow groundwater is expected across the Site. The soils are moisture-sensitive and the area is prone to erosion (donga formation).
- Excavation classifies as soft to the depths investigated, although intermediate to hard excavation (boulders and rock fragments) may be encountered.
- The ground conditions at structures are poor; culverts are to be founded on improved ground, for which the report indicates bearing pressures of up to 100 kPa, and all foundations are to be inspected by a geotechnical specialist. No site-specific investigation was carried out at the major culvert position; the founding conditions shall be verified during construction.

The geotechnical report is available for inspection. The information is given in good faith; conditions between and away from the test positions may differ, and the Contractor shall be deemed to have satisfied itself as to the conditions on Site.

C4.4 CLIMATE

The Site lies in a wet (humid) climatic zone (Weinert N-value less than 2; Thornthwaite moisture index 20 to 40) with relatively high summer rainfall.

C4.5 SOURCES OF MATERIALS

No suitable borrow material is available on or near the Site. A commercial dolerite quarry within approximately 5 km of the Site (Wearne Quarries Natal (Pty) Ltd, 29.66766°S; 30.33989°E) was investigated at design stage and samples of its G2 and G5 products were found to comply with COLTO 1998. This information is given for guidance only: the Contractor is responsible for securing sources of all materials that comply with the Specifications, subject to clause C1.2.1.3, and for confirming availability and current product certificates.

C4.6 HYDROLOGY AT THE MAJOR CULVERT

Parameter	Value
Flood estimation method	Alternative 3, SANRAL Drainage Manual, 6th Edition (2013)
Catchment area; catchment slope	0.3 km ² ; 0.1692 m/m
Road grade at the structure	3.636%
Design flood return period	10 years
Design flood level (Q_T) / (Q_{2T})	786.765 m / 786.965 m
Culvert skew	7.5° (design report); 0° (drawing P00SH/STR/SC/01)

C4.7 EXISTING SERVICES

Existing services identified by the topographical survey are shown on the Drawings. Unrecorded domestic service connections are likely to be encountered. The Contractor shall confirm the position of all services with the relevant authorities and by hand excavation before commencing work (clause C3.2.9).

PART C5: DRAWINGS

C5.1 DRAWINGS

The drawings listed below are issued to tenderers as Volume 2 of the tender documents, for tender purposes only. The Works shall be carried out in accordance with the latest revision of the drawings issued for construction. At the Commencement Date the Employer's Agent will deliver to the Contractor the construction drawings in PDF format together with printed copies; further drawings and instructions may be issued during the progress of the Works. All drawings remain the property of the Employer.

List of road and stormwater drawings (Detailed Design Drawings, Civil and Structural, Volume 1, February 2026)

Drawing No.	Client drawing No.	Title
-	-	Cover page
EM2025-LP-000-01	2026-MLM01-LP-000-01	List of Drawings
EM2025-LP-001-01	2026-MLM01-LP-001-01	Locality Map
EM2025-LP-100-01	2026-MLM01-LP-100-01	General Layout Plan (including setting-out data)
EM2025-LP-100-05	2026-MLM01-LP-100-05	Catchment Layout Plan
EM2025-LP-115-01	2026-MLM01-LP-115-01	Road Markings Layout Plan, Sign Schedule and Road Sign Details
EM2025-LP-120-01	2026-MLM01-LP-120-01	Stormwater Layout Plan (including structure list)
EM2025-LS-111-01	2026-MLM01-LS-111-01	Road Longitudinal Section
EM2025-CS-112-01	2026-MLM01-CS-112-01	Road Cross Sections, Sheet 1 of 2
EM2025-CS-112-02	2026-MLM01-CS-112-02	Road Cross Sections, Sheet 2 of 2
EM2025-D-001-01	2026-MLM01-D-001-01	Pavement Design Typical Details
EM2025-D-002-01	2026-MLM01-D-002-01	Stormwater Typical Details
EM2025-D-003-01	2026-MLM01-D-003-01	Stone Pitching and Gabion Protection Typical Details
EM2025-D-004-01	2026-MLM01-D-004-01	Project Name Board Typical Details
EM2025-D-005-01	2026-MLM01-D-005-01	Guardrail Typical Details
EM2025-D-006-01	2026-MLM01-D-006-01	Gabion Retaining Wall Typical Details

List of structural drawings: major culvert at chainage 0+410

Drawing No. (title block)	Drawing list reference	Title
-	-	Cover page and drawing list
P00SH/STR/SP/01, Rev A	STR-SP-01	Site Plan
P00SH/STR/SC/01, Rev A	STR-SC-01	General Arrangement (elevation, section along culvert centreline, plan, setting out, hydraulic data and notes)
P00SH/STR/SC/02, Rev A	STR-SC-02	Concrete Details (barrel sections, inlet and outlet elevations, levels, movement joints, mattress anchorage, structure number)
P00SH/STR/SR/01, Rev 0	STR-SR-01	Culvert Reinforcement Layout
P00SH/STR/SR/02, Rev 0	STR-SR-02	Bending Schedule (including the 150 mm protective / wearing course slab)