



## CLUSTER

Human Settlement, Engineering, and Transport

## UNIT

Engineering Unit

## DEPARTMENT

Development Engineering

### PROCUREMENT DOCUMENT

### INFRASTRUCTURE

Documents are to be obtained, free of charge, in electronic format, from the [National Treasury's eTenders website](#) or the [eThekweni Municipality's website](#).

Contract No: **2V-28642**

Contract Title: **PROVISION OF INCREMENTAL SERVICES TO INFORMAL SETTLEMENTS WITHIN THE WESTERN REGION: CONSTRUCTION OF FOOTPATHS IN CLERMONT CLUSTER – WARD 92**

Est. CIDB Grade/ Class: **3 CE**

### CLARIFICATION MEETING AND QUERIES

Clarification Meeting: **Compulsory Clarification Meeting**

Meeting Location, Date, Time: **205-215, 33rd Avenue, Clermont (Lat. -29.805779°, Long. 30.903832°) @13h00 on 19 April 2024**

Queries can be addressed to:  
The Employer's Agent's:  
Representative's Agent: **Mr. Rakesh Mohan**  
**031 262 6950**  
**rakesh@msaengineers.co.za and adesh@msaengineers.co.za.**  
**Consolidated answers to questions will be uploaded 23rd April 2024**

### TENDER SUBMISSION

Delivery Location: **Municipal Centre**  
**KE MASINGA ROAD (OLD FORT ROAD)**  
**DURBAN**  
**4001**

Closing Date/ Time: **Friday, 26 April 2024** at **11h00**

### FACSIMILE, eMAIL, or POSTED TENDERS WILL NOT BE ACCEPTED

Issued by:

ETHEKWINI MUNICIPALITY

Deputy Head: **Development Engineering**

#### FOR OFFICIAL USE ONLY

Tenderer Name:			VAT Registered: Yes No
	Price (excl)	VAT	Price (incl)
Submitted: R		R	R
Corrected: R		R	R

**FOR OFFICIAL USE ONLY**

Tenderer Name:			VAT Registered: Yes No
	Price (excl)	VAT	Price (incl)
Submitted: R	R	R	R
Corrected: R	R	R	R

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**PART T1: TENDERING PROCEDURES****T1.1.1: TENDER NOTICE AND INVITATION TO TENDER**

Tenders are hereby invited PROVISION OF INCREMENTAL SERVICES TO INFORMAL SETTLEMENTS WITHIN THE WESTERN REGION: CONSTRUCTION OF FOOTPATHS IN CLERMONT CLUSTER – WARD 92

<b>Subject</b>	<b>Description</b>	<b>Tender Data Ref.</b>
<b>Employer</b>	The Employer is the eThekweni Municipality as represented by: Deputy Head: <a href="#">Development Engineering</a>	F.1.1.1
<b>Tender Documents</b>	Documents can only be obtained in electronic format, issued by the eThekweni Municipality. Documentation can be downloaded from the <b>National Treasury's eTenders website</b> or the <b>eThekweni Municipality's Website</b> . The <u>entire document</u> should be printed (on A4 paper) and suitably bound by the tenderer.	F.1.2
<b>Eligibility</b>	It is <u>estimated</u> that tenderers should have a CIDB contractor grading designation of <b>3 CE</b> (or higher). The CIDB provisions in relation to a Contractor's Potentially Emerging (PE) status <u>do not</u> apply.	F.2.1.1
<b>Clarification Meeting</b>	<a href="#">205-215, 33rd Avenue, Clermont (Lat. -29.805779°, Long. 30.903832°) @13h00 on 19 April 2024</a>	F.2.7
<b>Seek Clarification</b>	Queries relating to these documents are to be addressed to the Employer's Agent's Representative whose contact details are: <a href="#">Mr. Rakesh Mohan</a> <a href="#">031 262 6950</a> <a href="mailto:rakesh@msaengineers.co.za">rakesh@msaengineers.co.za</a> and <a href="mailto:adesh@msaengineers.co.za">adesh@msaengineers.co.za</a> . <a href="#">Consolidated answers to questions will be uploaded 23rd April 2024</a>	F.2.8
<b>Submitting a Tender Offer</b>	Tender offers shall be delivered to: <b>Municipal Centre</b> <a href="#">KE MASINGA ROAD (OLD FORT ROAD)</a> <a href="#">DURBAN</a> <a href="#">4001</a>	F.2.13
<b>Closing Time</b>	Tender offers shall be delivered on or before <a href="#">Friday, 26 April 2024</a> at or before <a href="#">11h00</a> .	F.2.15
<b>Evaluation of Tender Offers</b>	<a href="#">The 80/20</a> Price Preference Point System, as specified in the PPPFA Regulations 2022 will be applied in the evaluation of tenders. Refer to Clause F.3.11 of the Tender Data for the <b>Specific Goal(S)</b> for the awarding of Preference Points, and other related evaluation requirements.	F.3.11

Requirements for sealing, addressing, delivery, opening and assessment of tenders are further stated in the Tender Data

## PART T1: TENDERING PROCEDURES

### T1.2: TENDER DATA

#### **T1.2.1 STANDARD CONDITIONS OF TENDER**

The conditions of tender are the Standard Conditions of Tender as contained in Annex F of the CIDB Standard for Uniformity in Construction Procurement (July 2015) as published in Government Gazette No 38960, Board Notice 136 of 2015 of 10 July 2015.

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

#### **T1.2.2 TENDER DATA**

Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.

### **F.1: GENERAL**

**F.1.1 The employer:** The Employer for this Contract is the eThekweni Municipality as represented by: Deputy Head: [Development Engineering](#)

**F.1.2 Tender documents:** The Tender Documents issued by the Employer comprise:

- 1) This procurement document.
- 2) "General Conditions of Contract for Construction Works – 3<sup>rd</sup> Edition 2015" issued by the South African Institution of Civil Engineering (GCC 2015). This document is obtainable separately, and Tenderers shall obtain their own copies.
- 3) "City of Durban Technical Specifications" hereinafter referred to as the Standard Engineering Specifications. This document is obtainable separately, and Tenderers shall obtain their own copies of the applicable Sections.
- 4) Drawings, issued separately from this document, or bound in Section C3.4 (as an Annexure).
- 5) In addition, Tenderers are advised, in their own interest, to obtain their own copies of the following acts, regulations, and standards referred to in this document as they are essential for the Tenderer to get acquainted with the basics of construction management, the implementation of preferential construction procurement policies, and the participation of targeted enterprise and labour.
  - The Employer's current (as at advertising date) Supply Chain Management Policy.
  - The Preferential Procurement Policy Framework Act No 5 of 2000, and the Preferential Procurement Policy Framework Act Regulations (2022).
  - The Occupational Health and Safety Act No 85 and Amendment Act No 181 of 1993, and the Construction Regulations (2014).
  - The Construction Industry Development Board Act No 38 of 2000 and the Regulations issued in terms of the Act (July 2013).
  - SANS 1921:2004 – Construction and Management Requirements for Works Contract, Parts 1-3.
  - Any other eThekweni Policy documents referenced in the Tender Documents.

Electronically downloaded documentation is obtainable from the National Treasury's **eTenders Website** or the **eThekwini Municipality's Website** at URLs:

- <https://www.etenders.gov.za/>
- <https://www.durban.gov.za/pages/business/procurement>

The entire downloaded document should be printed on white A4 paper (single-sided) and suitably bound by the tenderer.

**F.1.4 Communication and employer's agent:** The Employer's Agent is :

**Name:** Doug Jooste  
**Tel:** 031 311 6375  
**eMail:** [doug.jooste@durban.gov.za](mailto:doug.jooste@durban.gov.za)

The Employer's Agent's Representative is:

**Mr. Rakesh Mohan**  
**031 262 6950**  
[rakesh@msaengineers.co.za](mailto:rakesh@msaengineers.co.za) and [adesh@msaengineers.co.za](mailto:adesh@msaengineers.co.za). Consolidated answers to questions will be uploaded 23rd April 2024

The Tenderer's contact details, as indicated in the Contract Data: Clause C1.2.2.2 "Data to Be Provided by Contractor", shall be deemed as the only valid contact details for the Tenderer for use in communications between the Employer's Agent and the Tenderer.

## F.2: TENDERER'S OBLIGATIONS

**F.2.1.1 Eligibility: General**

A Tenderer will not be eligible to submit a tender if:

- (a) the Tenderer does not comply with the legal requirements as stated in the Employer's current SCM Policy.
- (b) the Tenderer cannot provide proof that he is in good standing with respect to duties, taxes, levies and contributions required in terms of legislation applicable to the work in the contract.
- (c) In the event of a Compulsory Clarification Meeting:
  - i) the Tenderer fails to attend the Compulsory Clarification Meeting.
  - ii) the Tenderer fails to have form "Certificate of Attendance at Clarification Meeting / Site Inspection" (in T2.2) signed by the Employer's Agent or his representative.
- (d) in the case of JV submissions, two or more JV entities have common directors / shareholders or common entities tendering for the same works.
- (e) at the time of closing of tenders, the Tenderer is not registered on the National Treasury Central Supplier Database (CSD) as a service provider. In the case of a Joint Venture, this requirement will apply individually to each party in the Joint Venture.
- (f) The tenderer has not submitted, with this tender, a valid Letter of Good Standing from the Compensation Commissioner as proof of being registered and in good standing with the compensation fund. Reference is to be made to Returnable Document T2.2.13.
- (g) The tender fails to complete and sign the Declaration of Municipal Fees in T2.2: "Returnable

Documents” and submits the required documentation. Reference is to be made to Returnable Document T2.2.12.

SCM Policy (Cl.14(4)) requires suppliers/ service providers/ contractors to be registered on the eThekweni Municipality Central Supplier Database or be in a position to be so before the award.

In the event of the Tenderer not being registered on the eThekweni Municipality’s Central Supplier Database, the tenderer must register on the internet at [www.durban.gov.za](http://www.durban.gov.za) by following these links:

- Business
- Supply Chain Management (SCM)
- Accredited Supplier and Contractor’s Database.

The following are to be noted:

- (a) The information for registration as in the possession of the eThekweni Municipality will apply.
- (b) It is the Tenderer’s responsibility to ensure that the details as submitted to the Municipality are correct.
- (c) Tenderers are to register prior to the submission of tenders.

#### F.2.1.2 **Eligibility: CIDB**

Only those tenderers who are registered (as “Active”) with the CIDB (at time of tender closing), in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, for a **CE** class of construction work, are eligible to have their tenders evaluated.

**Joint ventures are eligible to submit tenders provided that:**

- (a) Every member of the joint venture is registered (as “Active”) with the CIDB (at time of tender closing),
- (b) The lead partner has a contractor grading designation in the **CE** class of construction work and has a grading designation of not lower than one level below the required grading designation, and
- (c) The combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations (2013) is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a **CE** class of construction work or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations.

It should be noted that this contract is not part of a Targeted Development Programme (TDP). The CIDB provisions in relation to a Contractor’s Potentially Emerging (PE) status do not apply.

#### F.2.1.3 **Eligibility: Tenderer’s Experience**

Only those tenderers that can demonstrate experience, by the submission of the specified fully completed returnable document in T2.2 (duplicated for each experience submission), and supply the associated documentation/ information, in works of a similar nature, within the past **10** years, will be eligible to have their tenders evaluated in terms of Clause F.3.11. **Tenderers may submit experience gained as Sub-Contractors or Main Contractors.**

**Returnable form T2.2.16: “Eligibility: Experience of Tenderer” is to be duplicated for each experience submission, as may be required.**

Contact details of the Client or Main Contractor (if experience was gained as a sub-contractor), is required to be provided on the above-mentioned form. The contact details may be used by the Employer to verify the information, pertaining to the experience submission, as provided by the Tenderer. Should the Employer’s reasonable attempts to make contact with the Client or Main Contractor, to verify the information provided, fail (for whatever reason), that specific experience submission will be considered invalid.

Where works are still in progress the value of completed work as detailed on the most recent payment to the Contractor / Sub-Contractor is to be used in the experience submission.

In the event of a Joint Venture (JV) tendering for this contract, experience gained by the separate entities making up the JV may be used as experience provided that the experience requirement, as stipulated in **Table 2**, is satisfied, and that the required documentation/ information is provided.

The documentation/ information that is required is specified on **Table 1**: “Documentation / Information Requirements” (which includes the Notes below the table), and the experience requirement is as stated on **Table 2**: “Tenderer’s Experience Requirement”.

**Table 1: Documentation / Information Requirements**

	Proof of Sub-Contract Agreement	Letter of Award OR Form of Offer & Acceptance	Most recent Payment Certificate OR Invoice with Quantities summary	Final Payment Certificate OR Invoice with Quantities summary	Completion Certificate	NB Scope of Work
	<b>Note 1</b>	<b>Note 2</b>	<b>Note 3</b>	<b>Note 4</b>	<b>Note 5</b>	<b>Note 6</b>
<b>Works as Sub-Contractor</b>						
Current Contracts	X	/	X	/	/	X
Completed Contracts	X	/	/	X	/	X
<b>Works as Main Contractor</b>						
Current Contracts	/	X	X	/	/	X
Completed Contracts	/	X	/	X	X	X
<b>Failure to fully complete and submit the returnable form in T2.2, and provide the above supporting documentation/ information, for each submission of experience, will invalidate that experience submission</b>						

Note: an “X” in this table indicates that the associated documentation must be provided, if applicable.



Table 1: NOTES	
Note 1	Must include the names of the parties, the managing entity's name, the effective dates, and the signature(s) page, all pertaining to the agreement.
Note 2	Issued by the Client / Employer.
Note 3	Proof of the most recent payment received from the Main Contractor or Client/ Employer, OR most recent submitted INVOICE, with a summary breakdown of quantities.
Note 4	Proof of the final payment received from the Main Contractor or Client/ Employer, OR most recent submitted INVOICE, with a summary breakdown of quantities.
Note 5	Issued by the Client/ Employer.
Note 6	<p><b>NB: Without this information the experience submission cannot be considered.</b></p> <ul style="list-style-type: none"> <li>This submission must indicate how the works carried out, either as a Sub-Contractor or a Main Contractor, is similar (see Table 2: Tenderer's Experience Requirement) to the Scope-of-Work of this specific tender.</li> <li>If executed as a Sub-Contractor, the Scope-of-Work should be indicative of only the works carried out by the Sub-Contractor, and not the overall Scope-of-Work of the main contract.</li> <li>If executed as a Main Contractor, the overall contract Scope-of-Work is to be provided.</li> <li>The description of the Scope-of-Work is to be inserted into the returnable form in T2.2, or if available as a hard copy (max. 2 pages) attached to the form with the other relevant, associated, supporting documentation.</li> </ul>

Table 2: Tenderer's Experience Requirement

Provision of Roads and Ancillary Works
<ul style="list-style-type: none"> <li>Projects of a similar nature that will be considered will be one, or a combination of, the following types of projects: new road construction, road widening/upgrades, intersection improvements, gravel to surfaced road upgrades, access road upgrades, major parking areas, and provision of interim roadway and footpaths related services to informal settlements.</li> <li>Each project must consist of at least two of the following elements: bulk earthworks, roadway layer-works, asphalt roadway surfacing, kerbing / channelling, sidewalk / walkway construction, traffic calming measures, stormwater drainage, retaining structures, dealing with underground services (watermains, sewers, electricity / communication infrastructure).</li> <li>Projects that are excluded are road rehabilitation projects, road maintenance projects, and the construction of gravel roads.</li> </ul>

Experience Requirement: Contract(s) with works of a similar nature, within the past 10 years
A minimum of 2 contracts, <u>each</u> with a value of 50% of the tender value submitted for this tender. Contracts may have been executed as a Sub-Contractor.

**Note:** **The failure to fully complete the relevant returnable form in T2.2 for each submission of experience AND supply the associated, relevant, documentation (as specified on Table 1) will invalidate the experience submission.**

**F.2.2.2 The cost of the tender documents:** Replace this paragraph with the following:

"Documents are to be obtained, free of charge, in electronic format, from the **National Treasury's eTenders website** or the **eThekwini Municipality's Website**. The entire electronically downloaded document should be printed on white A4 paper (single-sided) and suitably bound by the tenderer.

**F.2.6 Acknowledge addenda:** Add the following paragraphs to the clause:

"Addenda will be published, in electronic format, on the National Treasury's eTenders website (see F.2.2.2 above). Tenderers are to ensure that the eTenders website is consulted for any published addenda pertaining to this tender up to three days before the tender closing time as stated in the Tender Data."

"Acknowledgement of receipt of the addenda will be by the return of the relevant completed, dated, and signed portion of the addenda, to the physical or email address as specified on the addenda.

Failure of the tenderer to comply with the requirements of the addenda may result in the tender submission being made non-responsive.”

**F.2.7 Clarification meeting:**

[205-215, 33rd Avenue, Clermont \(Lat. -29.805779°, Long. 30.903832°\) @13h00 on 19 April 2024](#)

In the event of a Compulsory Clarification Meeting, Tenderers must sign the attendance register in the name of the tendering entity. The Tenderer’s representative(s) at the clarification meeting must be able to clearly convey the discussions at the meeting to the person(s) responsible for compiling the entity’s tender offer.

**F.2.12 Alternative tender offers:** No alternative tender offers will be considered.

**F.2.13 Submitting a tender offer:** Submissions must be submitted on official submission documentation issued (in electronic format) by the eThekweni Municipality.

Identification details to be shown on each tender offer package are:

- Contract No. :[2V-28642](#)
- Contract Title :[PROVISION OF INCREMENTAL SERVICES TO INFORMAL SETTLEMENTS WITHIN THE WESTERN REGION: CONSTRUCTION OF FOOTPATHS IN CLERMONT CLUSTER – WARD 92](#)

The Employer’s address for delivery of tender offers is:

**Municipal Centre**

[KE MASINGA ROAD \(OLD FORT ROAD\)](#)  
[DURBAN](#)  
[4001](#)

Tenderers are to include, with their “hard copy” submission, a memory-stick containing an electronically scanned (300 dpi resolution) Public Document Format (PDF) copy of their complete bid submission. This PDF file should be named using the contract number and the Tenderer’s name, eg. “[2V28640 – Tenderers Name.PDF](#)”. **The memory-stick must be securely fixed to the paper submission.**

Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.

**F.2.15 Closing time:** The closing time for delivery of tender offers is:

- Date : [Friday, 26 April 2024](#)
- Time : [11h00](#)

**F.2.16 Tender offer validity:** The Tender Offer validity period is 120 Days from the closing date for submission of tenders.

**F.2.23 Certificates:** Refer to T2.1 for a listing of certificates that must be provided with the tender. All certificates must be valid at the time of tender closing.

**Tenderers are to include, at the back of their tender submission document, a printout of the required documents/ certificates.**

The Form of Offer (C1.1.1), Data to be provided by the Contractor (C1.2.2.2), and the Bill of Quantities (C2.2) are also required to be completed in full.

**CIDB Registration**

Refer also to returnable form in T2.2: “Eligibility: Verification of CIDB Registration and Status”.

Tenderers are to include with their submission a printout of their **CIDB Registration**, obtained from the CIDB website ( <https://registers.cidb.org.za/PublicContractors/ContractorSearch> ).

The Joint Venture Grading Designation Calculator should be used when submitting as a Joint Venture ( <https://registers.cidb.org.za/PublicContractors/JVGradingDesignationCalc> ).

The date of obtaining the above printout(s) is to be indicated on the printout. Registration with the CIDB must be reflected as “Active” at time of tender closing.

### **Tax Clearance**

Refer also to returnable form in T2.2: “Tax Compliance Status PIN/ Tax Clearance Certificate”.

SARS has introduced a new Tax Compliance Status System. Tenderers must submit a **Tax Compliance Status PIN** (TCS PIN) instead of an original Tax Clearance Certificate. This TCS PIN can be used by third parties to certify the taxpayer’s real-time compliance status. This TCS PIN is to be entered on Returnable Document T2.2.1: “Compulsory Enterprise Questionnaire”. Separate Tax Clearance Certificates / TCS PINs are required for each entity in a Joint Venture.

Failure to comply will make the tender non-responsive.

### **Central Supplier Database (CSD)**

Refer also to returnable form in T2.2: “Eligibility: CSD Registration Report”.

The entities (full) **CSD Registration Report**, obtained from the National Treasury Central Supplier Database, is to be included in the tender submission ( <https://secure.csd.gov.za> ).

Separate CSD Registration Reports are required for each entity in a Joint Venture.

### **Compensation Commissioner**

Refer also to returnable form in T2.2: “Eligibility: Registration with Compensation Commissioner”.

The tenderer is to supply proof of being registered and in good standing with the compensation fund by submitting a valid **Letter of Good Standing** from the Compensation Commissioner.

Failure to comply will make the tender non-responsive.

## **F.3: THE EMPLOYER'S UNDERTAKINGS**

**F.3.1.1 Respond to requests from the tenderer:** Replace the words “five working days” with “three working days”.

**F.3.2 Issue addenda:** Add the following paragraph: “Addenda will be published, in electronic format, on the same platform(s) as the Tender Notification (refer to F.1.2).”

**F.3.4 Opening of Tender Submissions:** Tenders will be opened immediately after the closing time for tenders. The public reading of tenders will take place in the SCM Boardroom, 6<sup>th</sup> Floor, Engineering Unit Building, 166 KE Masinga Road, Durban.

**F.3.11 Evaluation of Tender Offers:**

### **Eligibility**

Tenders will be checked for compliance with the ELIGIBILITY requirements, as specified in T1.2.2

Clause F.2.1. Tenderers not in compliance will be deemed non-responsive.

### **Preference Point System**

The procedure for the evaluation of responsive tenders is **PRICE AND PREFERENCE** in accordance with the Employer's current SCM Policy, the Preferential Procurement Policy Framework Act (5 of 2000), and the Preferential Procurement Policy Framework Act Regulations (2022).

### **Price Points**

The **80/20** preference points system will be applied. The Formula used to calculate the **Price Points (max. 80)** will be according to that specified Regulation 4.1.

### **Preference Points**

Refer also to T2.2: "MBD 6.1: Preference Points Claim".

The Preference Points (either 20 or 10) will be derived from points allocated/ claimed for **Specific Goals** as indicated in the table(s) below, according to the specified **Goal Weighting**

### **Ownership Goal**

The tendering entity's **Percentage Ownership**, in terms of the **Ownership Category(s)** listed below, is to be used in the determination of the tenderer's claim for **Preference Points**.

Goal Weighting 50%			
Ownership Categories	Criteria	80/20	90/10
Race: Black (w1)	0%	0	n/a
	>0% and <51%	4	n/a
	≥51% and <100%	7	n/a
	100%	10	n/a
<b>Proof of claim as declared on MBD 6.1</b> (1 or more of the following will be used in verifying the tenderer's status) <ul style="list-style-type: none"> <li>• Companies and Intellectual Property Commission registration document (CIPC)</li> <li>• CSD report.</li> <li>• B-BBEE Certificate of the tendering entity.</li> <li>• Consolidated BBBEE Certificate if the tendering entity is a Consortium, Joint Venture, or Trust (Issued by verification agency accredited by the South African Accreditation System).</li> <li>• Agreement for a Consortium, Joint Venture, or Trust.</li> </ul>			
<b>The Category Weightings</b> of the Ownership Categories will be: <ul style="list-style-type: none"> <li>• w1 = 100%(where x = 100%)</li> </ul>			

**RDP Goal: The promotion of South African owned enterprises**

The tendering entity's **Address** (as stated on the National Treasury Central Supplier Database (CSD) or on the eThekweni Municipality Vendor Portal) is to be used in the determination of the tenderer's claim for **Preference Points** for this Specific Goal.

<b>RDP Goal: The promotion of South African owned enterprises</b>		
Goal Weighting 50%		
<b>Location</b>	<b>80/20</b>	<b>90/10</b>
Not in South Africa	0	n/a
South Africa	4	n/a
KZN	7	n/a
ETM	10	n/a
<b>Proof of claim as declared on MBD 6.1</b> (1 or more of the following will be used in verifying the tenderer's status)		
<ul style="list-style-type: none"> <li>• CSD report</li> </ul>		

**F.3.13 Acceptance of tender offer:** In addition to the requirements of Clause F.3.13 of the Standard Conditions of Tender, tender offers will only be accepted if:

- (a) The tenderer submits a **valid Tax Clearance Certificate OR Tax Compliance Status PIN**, issued by the TCS System of the South African Revenue Services, or has made arrangements to meet outstanding tax obligations.
- (b) The tenderer is **registered, and "Active", with the Construction Industry Development Board**, at time of tender closing, in an appropriate contractor grading designation.
- (c) The tenderer or any of its directors/shareholders is **not listed on the Register of Tender Defaulters** in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector.
- (d) The tenderer has not:
  - Abused the Employer's Supply Chain Management System; or
  - Failed to perform on any previous contract and has been given a written notice to this effect.
- (e) The tenderer has completed the **Compulsory Enterprise Questionnaire** and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process.
- (f) The tenderer is **registered and in good standing with the compensation fund or with a licensed compensation insurer**.
- (g) The employer is reasonably satisfied that the tenderer has in terms of the Construction Regulations, 2014, issued in terms of the Occupational Health and Safety Act, 1993, the **necessary competencies and resources to carry out the work safely**.

The Municipality does not bind itself to accept the lowest or any tender. It reserves the right to accept the whole or any part of a tender to place orders. Bidders shall not bind the Municipality to any minimum quantity per order. The successful Tenderer (s) shall be bound to provide any quantities stipulated in the specification.

Notwithstanding clause F.1.1.3 of the Standard Conditions of Tender the municipality reserves the right to award or not award the tender based on the municipalities available budget. The municipality has a firm intention to proceed with the work, subject to funding being identified.

**F.3.15 Complete adjudicator's contract:** Refer to the General Conditions of Contract and the Contract Data.

**F.3.17 Copies of contract:** The number of paper copies of the signed contract to be provided by the Employer is ONE (1).

Tenderers are to include, with their “hard copy” submission, a memory-stick containing an electronically scanned (300 dpi resolution) Public Document Format (PDF) copy of their complete bid submission. This PDF file should be named using the contract number and the Tenderer’s name, eg. “**2V28642 – Tenderers Name.PDF**”. **The memory-stick must be securely fixed to the paper submission.**

**T1.2.3 ADDITIONAL CONDITIONS OF TENDER****T1.2.3.1 Appeals**

In terms of Regulation 49 of the Municipal Supply Chain Management Regulations persons aggrieved by decisions or actions taken by the Municipality, may lodge an appeal within 14 days of the decision or action, in writing to the Municipality. All appeals (clearly setting out the reasons for the appeal) and queries with regard to the decision of award are to be directed to:

The City Manager  
Attention Ms S. Pillay      eMail: [Simone.Pillay@durban.gov.za](mailto:Simone.Pillay@durban.gov.za)  
P O Box 1394  
DURBAN, 4000

**T1.2.3.2 Prohibition on awards to persons in the service of the state**

Clause 44 of the Supply Chain Management Regulations states that the Municipality or Municipal Entity 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 a 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 a municipal entity.

Should a contract be awarded, and it is subsequently established that Clause 44 has been breached, the Employer shall have the right to terminate the contract with immediate effect.

**T1.2.3.3 Code of Conduct and Local Labour**

The Tenderers shall make themselves familiar with the requirements of the following policies that are available on web address: <ftp://ftp.durban.gov.za/cesu/StdContractDocs/>:

- Code of Conduct;
- The Use of CLOs and Local Labour.

## **PART T2: RETURNABLE DOCUMENTS**

### **T2.1 LIST OF RETURNABLE DOCUMENTS**

#### **T2.1.1 General**

The Tender Submission Documentation must be submitted in its entirety. All forms must be properly completed as required.

The Tenderer is required to complete each and every Schedule and Form listed below to the best of their ability as the evaluation of tenders and the eventual contract will be based on the information provided by the Tenderer. Failure of a Tenderer to complete the Schedules and Forms to the satisfaction of the Employer will inevitably prejudice the tender and may lead to rejection on the grounds that the tender is non-responsive.

#### **T2.1.2 Returnable Schedules, Forms and Certificates**

##### **Entity Specific**

T2.2.1	Compulsory Enterprise Questionnaire.....	16
T2.2.2	Certificate of Attendance at Clarification Meeting.....	18
T2.2.3	Tax Compliance Status PIN / Tax Clearance Certificate .....	19
T2.2.4	Contractor's Health and Safety Declaration.....	20
T2.2.5	MBD 4: Declaration of Interest	22
T2.2.6	MBD 5: Declaration for Procurement Above R10 Million.....	24
T2.2.7	MBD 6.1: Preference Points Claim Form ITO the Preferential Regulations .....	25
T2.2.8	MBD 8: Declaration of Bidder's Past SCM Practices .....	28
T2.2.9	MBD 9: Certificate of Independent Bid Determination .....	30
T2.2.10	Joint Venture Agreements (if applicable) .....	33
T2.2.11	Record of Addenda to Tender Documents (if applicable).....	34

##### **Eligibility**

T2.2.12	Eligibility: Declaration of Municipal Fees .....	35
T2.2.13	Eligibility: Registration with Compensation Commissioner .....	36
T2.2.14	Eligibility: CSD Registration Report .....	37
T2.2.15	Eligibility: Verification of CIDB Registration and Status .....	38
T2.2.16	Eligibility: Experience of Tenderer .....	39



**T2.2 RETURNABLE SCHEDULES, FORMS, AND CERTIFICATES**

The returnable schedules, forms, and certificates, as listed in T2.1.2, can be found on pages [16](#) to [39](#)

**NOTE**

The **Form of Offer** (C1.1.1), The **Data to be Provided by Contractor** (C1.2.2.2), and the **Bill of Quantities** (C2.2) are also required to be completed by the tenderer.

**T2.2.1 COMPULSORY ENTERPRISE QUESTIONNAIRE**

<b>Ref</b>	<b>Description</b>	<b>Complete or Circle Applicable</b>
1.1	Name of enterprise	
1.2	Name of enterprise's representative	
1.3	ID Number of enterprise's representative	
1.4	Position enterprise's representative occupies in the enterprise	
1.5	National Treasury Central Supplier Database Registration number	<b>MAAA</b>
1.6	eThekweni Supplier Database: Reference number (PR), if any:	<b>PR</b>
1.7	VAT registration number, if any:	
1.8	CIDB registration number, if any:	
1.9	Department of Labour: Registration number	
1.10	Department of Labour: Letter of Good Standing Certificate number	
<b>2.0</b>	<b>Particulars of sole proprietors and partners in partnerships (attach separate pages if more than 4 partners)</b>	
	<b>Full Name</b>	<b>Identity No.</b>
		<b>Personal income tax No. *</b>
2.1		
2.2		
2.3		
2.4		
<b>3.0</b>	<b>Particulars of companies and close corporations</b>	
3.1	Company registration number, if applicable:	
3.2	Close corporation number, if applicable:	
3.3	Tax Reference number, if any:	
3.4	South African Revenue Service: Tax Compliance Status PIN:	

**4.0 Record in the service of the state** (Insert on a separate page if necessary)

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

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

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

**5.0 Record of spouses, children and parents in the service of the state** (Insert on a separate page if necessary)

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

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

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

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

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

**NAME (Block Capitals):** \_\_\_\_\_

**Date**

**SIGNATURE:** \_\_\_\_\_

**T2.2.2 CERTIFICATE OF ATTENDANCE AT CLARIFICATION MEETING / SITE INSPECTION**

Reference is to be made to Clauses F.2.1(c) and F.2.7 of the Tender Data.

This is to certify that:

(tenderer name): .....  
of (address): .....  
.....  
.....

was represented by the person(s) named below at the Clarification Meeting held for all tenderers, the details of which are stated in the Tender Data (F.2.7).

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

**Particulars of person(s) attending the meeting:**

Name: ..... Name: .....  
Signature: ..... Signature: .....  
Capacity: ..... Capacity: .....

**Attendance of the above person(s) at the meeting is confirmed by the Employer's Agent's Representative, namely:**

Name: .....  
Signature: .....  
Date: .....

**T2.2.3 TAX COMPLIANCE STATUS PIN / TAX CLEARANCE CERTIFICATE**

Reference is to be made to Clauses F.2.23 and F.3.13(a) of the Tender Data.

SARS has introduced a new Tax Compliance Status System. Tenderers can submit a Tax Compliance Status PIN (TCS PIN) instead of an original Tax Clearance Certificate. This TCS PIN can be used by third parties to certify the taxpayer's real-time compliance status.

Separate Tax Clearance Certificates / TCS PINs are required for each entity in a Joint Venture.

The TCS PIN(s) are to be entered under item 3.4 on form **T2.1.2.1: Compulsory Enterprise Questionnaire**.

**Tenderers are to include, at the back of their tender submission document, a printout of their Tax Compliance Status PIN (TCS PIN) OR an original Tax Clearance Certificate.**

**Failure to include the required document will make the tender submission non-responsive.**

*I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, confirms that the information contained in this form is within my personal knowledge and is to the best of my belief both true and correct, **and that the requested documentation has been included in the tender submission.***

**NAME (Block Capitals):**

**Date**

**SIGNATURE:**

**T2.2.4 CONTRACTOR'S HEALTH AND SAFETY DECLARATION**

If Functionality is applicable as part of tender evaluation, reference is to be made to Clause F3.11.9 of the of the Conditions of Tender.

Reference is to be made to Clauses F.2.1(e) and F.2.23 of the Tender Data.

In terms of Clause 5(1)(h) of the OHS 1993 Construction Regulations 2014 (referred to as "the Regulations" hereafter), a Principal Contractor may only be appointed to perform construction work if the Client is satisfied that the Principal Contractor has the necessary competencies and resources to carry out the work safely in accordance with the Occupational Health and Safety Act No 85 of 1993 and the OHS 1993 Construction Regulations 2014.

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

**Declaration by Tenderer**

- 1 I, the undersigned, hereby declare and confirm that I am fully conversant with the Occupational Health and Safety Act No 85 of 1993 (as amended by the Occupational Health and Safety Amendment Act No 181 of 1993), and the OHS 1993 Construction Regulations 2014.
- 2 I hereby declare that my company has the competence and the necessary resources to safely carry out the construction work under this contract in compliance with the Construction Regulations and the Employer's Health and Safety Specifications.
- 3 I propose to achieve compliance with the Regulations by one of the following **(Tenderers are to Circle Applicable - Yes or No)**:

- (a) From my own competent resources as detailed in 4(a) hereafter.
- (b) From my own resources still to be appointed or trained until competency is achieved, as detailed in 4(b) hereafter:
- (c) From outside sources by appointment of competent specialist Subcontractors as detailed in 4(c) hereafter:

Circle Applicable	
Yes	NO
Yes	NO
YES	NO

- 4 Details of resources I propose:  
*(Note: Competent resources shall include safety personnel such as a construction supervisor and construction safety officer as defined in Regulation 8, and competent persons as defined in Regulations 9, 10, 11, 12, 13, 14, 16, 17, 20, 21, 22, 23(1), 24, 25, 26, 27, 28 and 29, as applicable).*
  - (a) Details of the competent and qualified key persons from my company's own resources, who will form part of the contract team:

NAMES OF COMPETENT PERSONS	POSITIONS TO BE FILLED BY COMPETENT PERSONS

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

- (i) By whom will training be provided?
- (ii) When will training be undertaken?
- (iii) Positions to be filled by persons to be trained or hired:


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

- Name of proposed subcontractor:
- Qualifications or details of competency of the subcontractor:


- 5 I, the undersigned, hereby undertake, if this tender is accepted, to provide, before commencement of the works under the contract, a suitable and sufficiently documented Health and Safety Plan in accordance with Regulation 7(1) of the Construction Regulations, which plan shall be subject to approval by the Client.
- 6 I, the undersigned, confirm that copies of this company's approved Health and Safety Plan, the Client's Safety Specifications as well as the OHS 1993 Construction Regulations 2014 will be provided on site and will at all times be available for inspection by the Principal Contractor's personnel, the Client's personnel, the Employer's Agent, visitors, and officials and inspectors of the Department of Labour.
- 7 I, the undersigned, hereby confirm that adequate provision has been made in the tendered rates and prices in the Bill of Quantities to cover the cost of all resources, actions, training and all health and safety measures envisaged in the OHS 1993 Construction Regulations 2014, and that I will be liable for any penalties that may be applied by the Client in terms of the said Regulations (Regulation 33) for failure on the Principal Contractor's part to comply with the provisions of the Act and the Regulations.
- 8 I, the undersigned, agree that failure to complete and execute this declaration to the satisfaction of the Client will mean that this company is unable to comply with the requirements of the OHS 1993 Construction Regulations (2014) and accept that this tender will be prejudiced and may be rejected at the discretion of the Client.

<p><i>I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, confirms that the information contained in this form is within my personal knowledge and is to the best of my belief both true and correct.</i></p>
--

**NAME (Block Capitals):** \_\_\_\_\_ **Date** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_

**T2.2.5 MBD 4: DECLARATION OF INTEREST**

MSCM Regulations: **“in the service of the state”** means to be:

- (a) a member of:
  - (i) any municipal council.
  - (ii) any provincial legislature.
  - (iii) the national Assembly or the national Council of provinces.
- (b) a member of the board of directors of any municipal enterprise.
- (c) an official of any municipality or municipal enterprise.
- (d) an employee of any national or provincial department, national or provincial public enterprise 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 enterprise.
- (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.

- 1 No bid will be accepted from persons **in the service of the state**<sup>1</sup>.
  
- 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 and/or take an oath declaring his/her interest.
  
- 3 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

3.1 Name of enterprise	Complete T2.1.2.1 Item 1.1
Name of enterprise’s representative	Complete T2.1.2.1 Item 1.2
3.2 ID Number of enterprise’s representative	Complete T2.1.2.1 Item 1.3
3.3 Position enterprise’s representative occupies in the enterprise	Complete T2.1.2.1 Item 1.4
3.4 Company Registration number	Complete T2.1.2.1 Item 3.1 or 3.2
3.5 Tax Reference number	Complete T2.1.2.1 Item 3.3
3.6 VAT registration number	Complete T2.1.2.1 Item 1.7

3.7 The names of all directors / trustees / shareholders / members / sole proprietors / partners in partnerships, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below. In the case of a joint venture, information in respect of each partnering enterprise must be completed and submitted.

	Circle Applicable		
3.8 Are you presently in the service of the state?	<table style="margin: auto; border-collapse: collapse;"> <tr> <td style="border: 1px solid black; padding: 2px 10px;">YES</td> <td style="border: 1px solid black; padding: 2px 10px;">NO</td> </tr> </table>	YES	NO
YES	NO		
If yes, furnish particulars: .....			
.....			
3.9 Have you been in the service of the state for the past twelve months?	<table style="margin: auto; border-collapse: collapse;"> <tr> <td style="border: 1px solid black; padding: 2px 10px;">YES</td> <td style="border: 1px solid black; padding: 2px 10px;">NO</td> </tr> </table>	YES	NO
YES	NO		
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  
 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  
 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  
 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  
 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  
 If yes, furnish particulars: .....

4 The names of all directors / trustees / shareholders / members / sole proprietors / partners in partnerships, their individual identity numbers and state employee numbers must be indicated below. In the case of a joint venture, information in respect of each partnering enterprise must be completed and submitted

Full Name	Identity No.	State Employee No.	Personal income tax No.
Use additional pages if necessary			

*I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, confirms that the information contained in this form is within my personal knowledge and is to the best of my belief both true and correct.*

**NAME (Block Capitals):** ..... **Date** .....

**SIGNATURE:** .....

**T2.2.6 MBD 5: DECLARATION FOR PROCUREMENT ABOVE R10 MILLION  
(ALL APPLICABLE TAXES INCLUDED)**

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

	Circle Applicable	
1.0 Are you by law required to prepare annual financial statements for auditing?	YES	NO
1.1 <b>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.</b>		
2.0 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. ..... .....		
3.0 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, provide particulars. ..... .....		
4.0 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, provide particulars. ..... .....		

**If required by 1.1 above, tenderers are to include, at the back of their tender submission document, a printout of their audited annual financial statements.**

*I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, confirms that the information contained in this form is within my personal knowledge and is to the best of my belief both true and correct, and, if required, that the requested documentation has been included in the tender submission.*

**NAME (Block Capitals):** \_\_\_\_\_ **Date** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_

**T2.2.7 MBD 6.1: PREFERENCE POINTS CLAIM**  
**In terms of THE PREFERENTIAL PROCUREMENT REGULATIONS (2022)**

**Reference is to be made to Clause F.3.11 of the Tender Data.**

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

**NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022**

**1.0 GENERAL CONDITIONS**

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

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

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

1.3 Preference Points for this tender shall be awarded for:

- **Price and Specific Goals:** Either 80 or 90 (price) and 20 or 10 (specific goals), in terms of 1.2 above.
- The total Preference Points, for Price and Specific Goals, is 100.

1.4 Failure on the part of the tenderer to submit the required proof or documentation, in terms of the requirements in the Conditions of Tender for claiming specific goal preference points, will be interpreted that preference points for specific goals are not claimed.

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

**2.0 DEFINITIONS**

2.1 **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation.

2.2 **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts.

2.3 **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes.

2.4 **“tender for income-generating contracts”** means a written offer in the form determined by Municipality in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the Municipality and a third party that produces revenue for the Municipality, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions.

2.5 **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

**3.0 FORMULA FOR CALCULATION OF PREFERENCE PRICE POINTS**

**3.1 PROCUREMENT OF GOODS AND SERVICES**

**POINTS AWARDED FOR PRICE:** A maximum of 80 or 90 points is allocated for price on the following basis:

<b><u>80 / 20 Points System</u></b>	OR	<b><u>90 / 10 Points System</u></b>
$P_s = 80 \left( 1 - \frac{P_t - P_{min}}{P_{min}} \right)$		$P_s = 90 \left( 1 - \frac{P_t - P_{min}}{P_{min}} \right)$

Where:

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

**4.0 POINTS AWARDED FOR SPECIFIC GOALS**

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

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

- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system, or
- (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

**Tenderers are to indicate their points claim for each of the Specific Goals.**

The Specific Goals to be allocated points in terms of this tender	Number of points ALLOCATED (80/20 system)	Number of points ALLOCATED (90/10 system)	Number of points CLAIMED (80/20 system)	Number of points CLAIMED (90/10 system)
<b>Ownership Goal:</b>	10	n/a		n/a
<b>RDP Goal:</b> The promotion of South African owned enterprises.	10	n/a		n/a
Should the municipality apply a combination of Specific Goals, the <b>points for the individual goals</b> will be weighted according to the <b>Goal Weightings</b> specified in the Tender Data (Clause F.3.11) to arrive at the final points for <b>Preferential Points for Specific Goals</b> .				

I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, certify that the points claimed, based on the specific goals as specified in the tender, qualifies the tendering entity for the preference(s) shown.

I acknowledge that:

- 1) The information furnished is true and correct.
- 2) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
- 3) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct.
- 4) If the specific goals have been claimed or obtained on a fraudulent basis, or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have:
  - (a) disqualify the person from the tendering process.
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct.
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation.
  - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution, if deemed necessary.

**NAME (Block Capitals):**

**Date**

**SIGNATURE:**

**T2.2.8 MBD 8: DECLARATION OF BIDDER’S PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

- 1.0 This Municipal Bidding Document must form part of all bids invited.
- 2.0 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.
- 3.0 The bid of any bidder may be rejected if that bidder, or any of its directors have:
  - a) abused the 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) wilfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years.
  - 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).
- 4.0 In order to give effect to the above, the following questions must be completed and submitted with the bid.

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 audi alteram partem rule was applied.)

The Database of Restricted Suppliers now resides on the National Treasury’s website ([www.treasury.gov.za](http://www.treasury.gov.za)) and can be accessed by clicking on its link at the bottom of the home page.

Circle Applicable	
YES	NO

4.1.1 If YES, provide 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](http://www.treasury.gov.za)) by clicking on its link at the bottom of the home page.

YES	NO
-----	----

4.2.1 If YES, provide 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 YES, provide 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 YES, provide 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
-----	----

4.5.1 If YES, provide particulars.

.....

.....

*I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, confirms that the information contained in this form is within my personal knowledge and is to the best of my belief both true and correct.*

*I accept that, in addition to cancellation of a contract, action may be taken against me should this declaration prove to be false.*

**NAME (Block Capitals):**

**Date**

**SIGNATURE:**

.....

.....

**T2.2.9 MBD 9: CERTIFICATE OF INDEPENDENT BID DETERMINATION****NOTES**

- <sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.
- <sup>2</sup> 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.
- <sup>3</sup> 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.

- 1.0 This Municipal Bidding Document (MBD) must form part of all **bids**<sup>1</sup> invited.
- 2.0 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**).<sup>2</sup> Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3.0 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.
- 4.0 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**.
- 5.0 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid.



**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

-----  
(Bid Number and Description)

in response to the invitation for the bid made by:

-----  
(Name of Municipality / Municipal Entity)

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

I certify, on behalf of:

-----  
(Name of Bidder)

that:

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.
  - (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 consortium<sup>9</sup> 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.
  - (f) bidding with the intention not to win the bid.
  
8. In addition, there have been no consultations, communications, agreements, or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
  
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
  
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

**NAME (Block Capitals):** \_\_\_\_\_

**Date**

**SIGNATURE:** \_\_\_\_\_

**T2.2.10 JOINT VENTURES AGREEMENTS**

Joint Venture agreement and Power of Attorney Agreements to be attached here (if applicable).

**T2.2.11 RECORD OF ADDENDA TO TENDER DOCUMENTS**

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

ADD.No	DATE	TITLE OR DETAILS
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

*I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, confirms that the information contained in this form is within my personal knowledge and is to the best of my belief both true and correct.*

***It is also confirmed that the requirements, as stated on the Addenda, have been complied with.***

**NAME (Block Capitals):**

**Date**

**SIGNATURE:**

-----

-----

**T2.2.12 ELIGIBILITY: DECLARATION OF MUNICIPAL FEES**

Reference is to be made to Clause F.2.1(f)(ii) of the Tender Data.

I, the undersigned, do hereby declare that the Municipal fees of:

.....  
 (full name of Company / Close Corporation / partnership / sole proprietary/Joint Venture)

(hereinafter referred to as the TENDERER) are, as at the date hereunder, fully paid or an Acknowledgement of Debt has been concluded with the Municipality to pay the said charges in instalments.

The following account details relate to property of the said TENDERER:

<u>Account</u>	<u>Account Number: to be completed by tenderer</u>										
Consolidated Account											
Electricity											
Water											
Rates											
JSB Levies											
Other											

I acknowledge that should the aforesaid Municipal charges fall into arrears, the Municipality may take such remedial action as is required, including termination of any contract, and any payments due to the Contractor by the Municipality shall be first set off against such arrears.

- Where the tenderer’s place of business or business interests are outside the jurisdiction of eThekweni municipality, a copy of the accounts/ agreements from the relevant municipality are to be provided.
- Where the tenderer’s Municipal Accounts are part of their lease agreement, then a copy of the agreement, or an official letter to that effect, is to be provided.

**Tenderers are to include, at the back of their tender submission document, a printout of the above account’s and or agreements signed with the municipality.**

**Failure to include the required document will make the tender submission non-responsive.**

*I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, confirms that the information contained in this form is within my personal knowledge and is to the best of my belief both true and correct, **and that the requested documentation has been included in the tender submission.***

**NAME (Block Capitals):** \_\_\_\_\_

**Date**

**SIGNATURE:** \_\_\_\_\_

**T2.2.13 ELIGIBILITY: REGISTRATION WITH COMPENSATION COMMISSIONER**

Reference is to be made to Clause F.2.1(f)(i) of the Tender Data.

The Occupational Injuries and Diseases Act (130 of 1993 as amended) (the Act) refers. A summary of the pertinent Clauses are listed below. The act is to be referenced for the full text of the clauses.

**Clause 80: Employer to register with commissioner and furnish him with particulars**

The Act requires that an employer carrying out business in the Republic to register with the Compensation Commissioner. Any person who fails to comply with the provisions of the this clause is guilty of an offence.

**Clause 82: Employer to furnish returns of earnings**

The Act requires an employer to furnish the commissioner with a return showing:

- The amount of earnings paid by him to his employees.
- Any further information as may be prescribed or as the commissioner may require.

Any employer who fails to comply with the provisions of the this clause is guilty of an offence.

**Clause 86: Assessment to be paid by an employer to commissioner**

The Act states that an employer will receive notices of assessment from the commissioner. The employer must pay the commissioner the assessment amount on the notices.

**Clause 89: Mandators and contractors**

The Act requires a contractor (a person with a contract with a mandator) to register as an employer in accordance with the provisions of the Act and pay the necessary assessments. Failing registration or payment of assessments, the mandator is required to pay the assessments in respect of the employees of the contractor. The mandator is allowed to recover the assessment amounts paid from the contractor.

The Department of labour issues contractors with a **Letter of Good Standing** if the contractor has complied with the requirement(s) of the Act and is in “good standing” with the Compensation Fund. Employers can check the validity of such Letters of Good Standing on the internet (<https://cfoonline.labour.gov.za/VerifyLOGS> ).

**Tenderers are to include, at the back of their tender submission document, a printout of their most recent Letter of Good Standing from the Department of Labour.**

**Failure to include the required document will make the tender submission non-responsive.**

*I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, confirms that the information contained in this form is within my personal knowledge and is to the best of my belief both true and correct, **and that the requested documentation has been included in the tender submission.***

**NAME (Block Capitals):**

**Date**

\_\_\_\_\_

**SIGNATURE:**

\_\_\_\_\_

\_\_\_\_\_

**T2.2.14 ELIGIBILITY: CSD REGISTRATION REPORT**

Reference is to be made to Clauses F.2.1(e) and F.2.23 of the Tender Data.

The Conditions of Tender, Clause F.2.1: Eligibility, requires a tenderer to be registered, at the time of tender closing, on the **National Treasury Central Supplier Database (CSD)** as a service provider.

CSD Registration Reports can be obtained from the National Treasury’s CSD website at <https://secure.csd.gov.za/Account/Login>.

The date of obtaining the printout is to be indicated on the printout.

The following is an example of the beginning of the printout obtained from the above website.

**Tenderers are to include, at the back of their tender submission document, a printout of their (full) CSD Registration Report.**

*I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, confirms that the information contained in this form is within my personal knowledge and is to the best of my belief both true and correct, **and that the requested documentation has been included in the tender submission.***

**NAME (Block Capitals):** \_\_\_\_\_

**Date**

**SIGNATURE:** \_\_\_\_\_

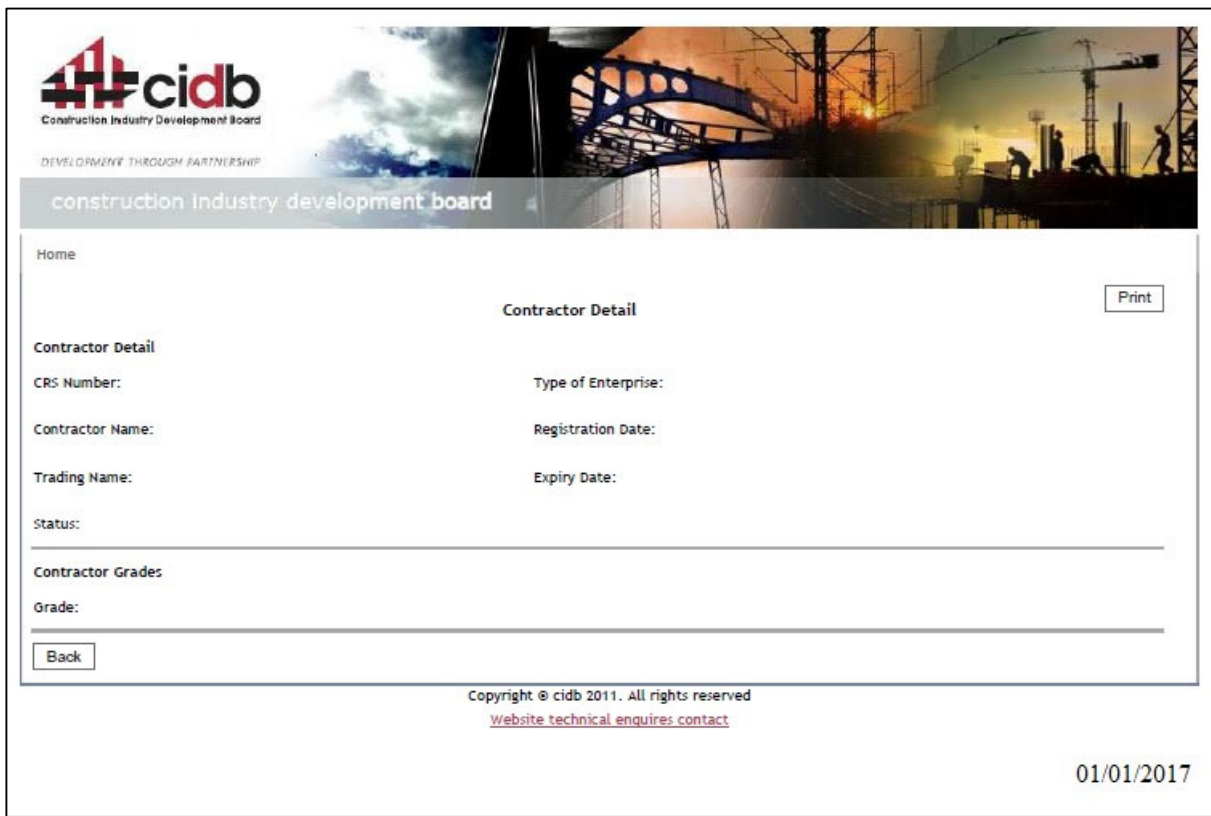
**T2.2.15 ELIGIBILITY: VERIFICATION OF CIDB REGISTRATION AND STATUS**

Reference is to be made to Clause F.2.1.1 and F.2.23 of the Tender Data.

The Conditions of Tender, **Clause F.2.1.1: Eligibility**, requires a tenderer to be registered, as “Active”, with the CIDB (at time of tender closing), in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations. The required class of construction work is specified in Clause F.2.1.1.

CIDB Registrations can be obtained from the CIDB website at <https://registers.cidb.org.za/PublicContractors/ContractorSearch>. The date of obtaining the printout is to be indicated on the printout.

The following is an example of the beginning of the printout obtained from the above website.



**Tenderers are to include, at the back of their tender submission document, a printout of their registration with the CIDB.**

*I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, confirms that the information contained in this form is within my personal knowledge and is to the best of my belief both true and correct, **and that the requested documentation has been included in the tender submission.***

**NAME (Block Capitals):**

**Date**

.....

**SIGNATURE:**

.....



**T2.2.16 ELIGIBILITY: EXPERIENCE OF TENDERER**

Reference is to be made to Clause F.2.1.2 of the Tender Data.

**This form is to be copied and used for each submission of experience, as may be required.**

Where options are provided ( ' ), only one (1) selected option should be clearly marked with an " X " .

<b>Tenderer's CIDB Grade:</b>	1' 2' 3' 4' 5' 6' 7' 8' 9'	Experience as a:	Sub-Contractor'	Main Contractor'																
<b>Client / Employer:</b>	Entity Name:																			
	Contact Name:																			
	Contact Tel:			-																
	Contact Cell:			-																
	Contact email / other:																			
<b>Client OR Main Contractor's Details</b> <i>Should the Employer's reasonable attempts to make contact, to verify the information provided, fail (for whatever reason) this experience submission will be considered invalid.</i>	Entity Name:																			
	Contact Name:																			
	Contact Tel:			-																
	Contact Cell:			-																
	Contact email / other:																			
<b>Contract Details</b>	Contract Number:																			
	Contract Title:																			
	Has this Contract been completed?	Y'	N'	Commencement Date:	d	d	m	m	2	0	y	y								
				Completion Date (if applicable):	d	d	m	m	2	0	y	y								
Tendered Value (Contract Sum) OR Sub-Contract Value:	<b>R</b>	Final Contract Price OR Final Value of Sub-Contract:			<b>R</b>															

Contract Scope-of-Work (Description of Works components)	If available in hard copy, the Scope-of-Work can be attached. Only include the Scope-of-Work (contract description). <u>The Specification is not required.</u>

**In addition to the Scope-of-Work (entered above or attached) the following documentation / information is required to be attached to the back of this form.**

Contractor Type and Contract Status	Proof of Sub-Contract Agreement	Letter of Award OR Form of Offer & Acceptance	Most recent Payment Certificate, OR most recent INVOICE, with Quantities summary	Final Payment Certificate, OR most recent INVOICE, with Quantities summary	Completion Certificate
Current Contract as Sub-Contractor	X		X		
Completed Contract as Sub-Contractor	X			X	
Current Contract as Main Contractor		X	X		
Completed Contract as Main Contractor		X		X	X

**Failure to fully complete and submit this returnable form, and provide the above supporting documentation/ information, for each submission of experience, will invalidate that experience submission**

*I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, confirms that the information contained in this form is within my personal knowledge and is to the best of my belief both true and correct, and that the requested documentation has been included in the tender submission.*

**NAME (Block Capitals):**

**Date**

**SIGNATURE:**

**PART C1: AGREEMENT AND CONTRACT DATA**

**C1.1: FORM OF OFFER AND ACCEPTANCE**

**C1.1.1: 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: **2V28642**

Contract Title: **PROVISION OF INCREMENTAL SERVICES TO INFORMAL SETTLEMENTS WITHIN THE WESTERN REGION: ROADS, FOOTPATHS AND ASSOCIATED STORMWATER CONTROL IN CLERMONT CLUSTER - WARD 92**

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

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

**\* The 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 Tenderer before the end of the period of validity stated in the Tender Data, whereupon the Tenderer becomes the party named as the Contractor in the Conditions of Contract identified in the Contract Data.

**For the Tenderer:**

**\* Name of Tenderer** (organisation) : .....

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

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

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

**Address** : .....

: .....

**Telephone** : .....

**Witness:**

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

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

**Notes:**

**\* Indicates what information is mandatory.**

**Failure to complete the mandatory information and sign this form will invalidate the tender.**

**C1.1: FORM OF OFFER AND ACCEPTANCE**

**C1.1.2: FORM OF ACCEPTANCE**

**This Form will be completed by the Employer**

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

The terms of the contract are contained in:

- Part C1 : Agreement and Contract Data, (which includes this Agreement)
- Part C2 : Pricing Data, including the Bill of Quantities
- Part C3 : Scope of Work
- Part C4 : Site Information

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

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

The Tenderer 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 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 this Agreement comes into effect. Failure to fulfill any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

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

**Signature** (*person authorized to sign the acceptance*) : .....

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

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

**Name of Employer** (*organisation*) : .....

**Address** : .....

: .....

**Witness:**

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

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

**C1.1: FORM OF OFFER AND ACCEPTANCE**

**C1.1.3: SCHEDULE OF DEVIATIONS**

**This form will be completed by THE EMPLOYER and ONLY THE SUCCESSFUL TENDERER**

- 1. **Subject** : .....
- Details** : .....
- : .....
- 2. **Subject** : .....
- Details** : .....
- : .....
- 3. **Subject** : .....
- Details** : .....
- : .....

By the duly authorised representatives signing this Schedule of Deviations, the Employer and the Tenderer agree to and accept the foregoing Schedule of Deviations as the only deviations from and amendments to the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, as well as any confirmation, clarification or change to the terms of the offer agreed by the Tenderer and the Employer during this process of offer and acceptance.

**FOR THE TENDERER**

**FOR THE EMPLOYER**

.....	Signature	.....
.....	Name ( <i>in capitals</i> )	.....
.....	Capacity	.....
.....	Name and Address of	.....
.....	Organisation	.....
.....		.....
.....	Witness Signature	.....
.....	Witness Name	.....
.....	Date	.....

## 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 (2015 3<sup>rd</sup> Edition)**, (**GCC 2015**) published by the South African Institution of Civil Engineering. Copies of these conditions of contract may be obtained from the South African Institution of Civil Engineering (Tel: 011-805-5947, Fax: 011-805-5971, E-mail: [civilinfo@saice.org.za](mailto:civilinfo@saice.org.za)).

The Contract Data (including variations and additions) shall amplify, modify, or supersede, the GCC 2015 to the extent specified below, and shall take precedence and shall govern.

Each item of data given below is cross-referenced to the clause in the GCC 2015 to which it mainly applies.

### C1.2.2 CONTRACT DATA

#### C1.2.2.1 DATA TO BE PROVIDED BY THE EMPLOYER

1.1.1.13 The **Defects Liability Period**, from the date of the Certificate of Completion, is **1 Year**

1.1.1.14 The **time for achieving Practical Completion**, from the Commencement Date is **20 Weeks**. The period as stated in 5.3.2, and the 7 days referred to in 5.3.3, are included in the above time for achieving Practical Completion. The special non-working days as stated in 5.8.1 are excluded from the above time for achieving Practical Completion.

1.1.1.15 The Employer is the eThekweni Municipality as represented by:  
Deputy Head: **Development Engineering**

1.2.1.2 The address of the Employer is:  
Physical: Engineering Unit, 166 K.E. Masinga Road, DURBAN, 4001  
Postal: Engineering Unit, P O Box 680, DURBAN, 4000  
Telephone: 031 311 7282  
Fax: 031 311 7786  
E-Mail: [Lorato.Piki@durban.gov.za](mailto:Lorato.Piki@durban.gov.za)

1.1.1.16 The **name of the Employer's Agent** is Douglas Jooste Pr. Eng

1.2.1.2 The address of the Employer' Agent is:  
Physical: Engineering Unit, 166 K.E. Masinga Road, DURBAN, 4001  
Postal: Engineering Unit, P O Box 680, DURBAN, 4000  
Telephone: 031 311 6375  
Fax: 031 3117786  
E-Mail: [Doug.Jooste@durban.gov.za](mailto:Doug.Jooste@durban.gov.za)

1.1.1.26 The **Pricing Strategy** is by **Re-measurement Contract**.

**3.2.3** The Employer's Agent shall 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:

- 6.3: Council approval in order to authorise any expenditure in excess of the Tender Sum plus **15%** contingencies.

4.11.1 To carry out and complete the works, the Contractor shall employ a competent Site Agent and Foreman as part of the key staff. It is a requirement for the Contractor's Site Agent and Foreman to each have a minimum of 3 years relevant experience including experience on projects of a similar nature. The CV's of the Site Agent and the Foreman should be submitted to the Employer's Agent's Representative for acceptance by the Department (reference is made to Cl.5.3.1 of the Contract Data).

Note:

- i) "similar nature" implies projects that were of a value of at least 70% of this tender's value, and had a comparable Scope of Work in terms of technical requirements and operations.
- ii) "experience" implies experience on projects of a similar nature.
- iii) "accredited degree / diploma" implies a minimum 3-year qualification within the built environment, from a registered University or Institute of Technology.

5.3.1 The **documentation required** before commencement with Works execution are:

- Health and Safety Plan (refer to Clause 4.3)
- Initial Programme (refer to Clause 5.6)
- Security (refer to Clause 6.2)
- Insurance (refer to Clause 8.6)
- CV(s) of Key Site Staff (refer to Clause 4.11.1)
- CPG Implementation Plan (if applicable)

5.3.2 The **time to submit the documentation** required before commencement with Works is **14 days**

5.3.3 Add the following paragraph:

"If a construction work permit, in terms of Clause 3(1) of the Construction Regulations (2014), is applicable, the instruction to commence carrying out of the works may only be issued once the construction work permit has been obtained by the Employer's Agent. If a construction work permit is applicable, the contractor shall allow for a minimum period of 37 days, after the submission (or re-submission) of the documentation referred to in Clause 5.3.1., for the issuing of the construction work permit."

5.8.1 The **non-working days** are **Saturdays and Sundays**.

(5.1.1) The **special non-working** days are:

- All statutory holidays as declared by National or Regional Government.
- The year-end break:
  - Commencing on the first working day after 15 December.
  - Work resumes on the first working day after 5 January of the next year.

5.8.1 Delete the words "sunset and sunrise" and replace with "17:00 and 07:00".

5.12.2.2 **Abnormal Climatic Conditions (Rain Delays)** - The numbers of days per month, on which work is expected not to be possible as a result of rainfall, for which the Contractor shall make provision, is given in the table below. During the execution of the Works, the Employer's Agent's Representative will certify a day lost due to rainfall only if at least 75% of the work force and plant on site could not work during that specific working day.

Extension of time as a result of rainfall shall be calculated monthly being equal to the number days certified by the Employer's Agent's Representative as lost due to rainfall, less the number of days allowed for as in table below, which could result in a negative figure for certain months. The total extension of time for which the Contractor may apply, shall be the cumulative algebraic sum of the monthly extensions. Should the sum thus obtained be negative, the extension of time shall be taken as NIL.

<u>Month</u>	<u>Days Lost</u>	<u>Average Rainfall</u>	<u>Month</u>	<u>Days Lost</u>	<u>Average Rainfall</u>
January	4*	134	July	1	39
February	3	113	August	2	62
March	3	120	September	2	73
April	2	73	October	3	98
May	2	59	November	3	108
June	1	28	December	1*	102
TOTAL	27	1009mm	* = The number of working days lost allows for the annual statutory Construction holiday in December and January of each year.		

5.13.1 The **penalty for delay** in failing to complete the Works is **R 5000** (per Day).

5.14.1 The **requirements for achieving Practical Completion** will be determined by the Employer's Agent (in consultation with the Contractor) and recorded in the minutes of the first Site Meeting / Handover Meeting. (Refer to 1.1.1.24 for a generic definition.) The requirements are to be regularly reviewed with respect to any variations to the Contract.

5.16.3 The **latent defect liability** period is **10 Years**.

6.2.1 **Security (Performance Guarantee)**: Delete the word "selected" and replace it with "stated".

The liability of the Performance Guarantee shall be as per the following table:

<b>Value of Contract (incl. VAT)</b>	<b>Performance Guarantee Required</b>
Less than or equal to R 1m	Nil
Greater than R 1m and less than or equal to R 10m	5% of the Contract Sum
Greater than R 10m	10% of the Contract Sum

6.5.1.2.3 The **percentage allowance** to cover overhead charges for daywork are as follows:

- **80%** of the gross remuneration of workmen and foremen actually engaged in the daywork;
- **20%** on the net cost of materials actually used in the completed work.

No allowance will be made for work done, or for materials and equipment for which daywork rates have been quoted at tender stage.

6.8.2 **Contract Price Adjustment Factor:** The value of the certificates issued shall be adjusted in accordance with the Contract Price Adjustment Schedule (GCC 2015 - page 86) with the following Indices / Descriptions / Coefficients:

- The proportion not subject to adjustment: **x = 0.10**.
- The base month will be the month prior to the month in which tenders close.
- The Index for Fuel, Plant, and Materials shall be based on **2023 = 100**.
- The Index for Labour shall be based on **2021 = 100**.

	STATS SA Statistical Release	Table	Description	Coefficient
• "L" is the "Labour Index"	P0141	Table A	Geographic Indices; CPI per Province; Kwa-Zulu Natal	<b>a = 0.28</b>
• "P" is the • "Contractor's Equipment Index"	P0151.1	Table 4	Plant and Equipment	<b>b = 0.28</b>
• "M" is the "Materials Index"	P0151.1	Table 6	Civil Engineering Material (excluding bitumen)	<b>c = 0.38</b>
• "F" is the "Fuel Index"	P0142.1	Table 1	Coke, petroleum, chemical, rubber and plastic products; Coal and petroleum products; Diesel	<b>d = 0.06</b>

6.8.3 Price adjustments for **variation in the cost of the special material(s)** listed below, will be allowed.

**Bitumen** - escalation will be calculated using the "Rise and Fall" method as determined by the Employer. The base price for bitumen on this contract shall be the ruling price of 50/70 grade bitumen based on the "Shell Whole Sale List Selling Price for Penetration Grade Bitumen", seven (7) days prior to the closing date of tenders.

6.10.1.5 The **percentage advance** on materials not yet built into the Permanent Works is **80%**.

6.10.3 **Retention Money:** Delete the word "selected".

The percentage retention on the amounts due to the Contractor is 10%.

The limit of "retention money" is 5% of the Contract Sum.

Should the Contract Price exceed the Contract Sum then the limit of "retention money" is 5% of the Contract Price.

Interest will not be paid on retention withheld by the Employer.

8.6.1.1.3 The **amount to cover professional fees** for repairing damage and loss to be included in the insurance sum: **Not Required**

8.6.1.2 **SASRIA Coupon Policy** for Special Risks to be issued in joint names of Council and Contractor for the full value of the works (including VAT).

8.6.1.3 The limit of indemnity for **liability insurance**: **R 10 000 000,00**.



- 8.6.1.4 **Ground Support Insurance:**
- Minimum amount for any one occurrence, unlimited as to the number of occurrences, against any claim for damages or loss caused by vibration and / or removal of lateral support: **R 2 000 000,00.**
  - Maximum first excess: **R 10 000 000,00.**

8.6.1.5 Furthermore, the insurance cover effected by the Contractor shall meet the following requirements:

**Third Party Insurance (Public Liability)**

- Minimum amount for any one occurrence, unlimited as to the number of occurrences, for the period of the contract, inclusive of the maintenance period: **R 1 000 000,00.**
- Consequential loss to be covered by policy: **Yes**
- Liability section of policy to be extended to cover blasting: **Nil**
- Maximum excess per claim or series of claims arising out of any one occurrence: **R20 000,00.**

**Principal's own surrounding Property Insurance**

- Minimum amount for any one occurrence unlimited as to the number of occurrences against any claim for damage which may occur to the Council's own surrounding property: **R500 000,00.**
- Maximum first excess: **R 10 000,00.**

**Insurance of Works**

- Minimum amount for additional removal of debris (no damage): **Nil -**
- Minimum amount for temporary storage of materials off site, excluding Contractor's own premises: **Nil**
- Minimum amount for transit of materials to site: **Nil**

8.6.5 **Approval by Employer:** At the end of the sub-clause, add the following paragraph:

"Except where otherwise provided in the Special Conditions of Contract, the insurance cover effected by the Contractor in terms of this clause shall not carry a first loss amount greater than those set out below:

<b>Contract Price</b>	<b>First Loss</b>
Less than R 100,000	R 5,000
R 100,000 to R 500,000	R 10,000
R 500,000 to R 1,000,000	R 20,000
R 1,000,000 to R 2,000,000	R 30,000
R 2,000,000 to R 4,000,000	R 40,000
Greater than R 4,000,000	R 50,000

The insurance policy shall contain a specific provision whereby cancellation of the policy prior to the end of the period referred to in Cause 8.2.1 cannot take place without the prior written approval of the Employer."

10.7.1 Failing ad-hoc adjudication, the determination of disputes shall be by arbitration.

**C1.2.2.2 DATA TO BE PROVIDED BY CONTRACTOR**

1.1.1.9 The legal name of Contractor is:

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

1.2.1.2 The Physical address of the Contractor is:

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

The Postal address of the Contractor is:

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

The contact numbers of the Contractor are:

Telephone: .....

Fax: .....

The E-Mail address of the Contractor is:

.....

- 
-

### C1.2.3 ADDITIONAL CONDITIONS OF CONTRACT

#### C1.2.3.1 COMMUNITY LIAISON OFFICER

The Ward Councillor(s) in whose ward(s) work is to be done will, collectively, 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 a written contract with the CLO that specifies:

- The hours of work and the wage rate of the CLO (200% of the Civil Engineering Industry minimum wage).
- The duration of the appointment.
- The duties to be undertaken by the CLO which could 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 issue that may arise.
  - Any other duties that may 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 labourers required at any one time and this may vary during the contract.

The Contractor shall have the right to replace labour that is not performing adequately. Should such occasion arise, it must be done in conjunction with the CLO.

Payment: The CLO will be reimbursed from the PC Sum item in the Preliminary & General Section of the Bill of Quantities.

#### C1.2.3.2 EMPLOYMENT OF LOCAL LABOUR

It is a condition of contract that the contractor will be required to employ local labour as specified in eThekweni Council Policy "The use of CLOs and Local Labour". The contractor will be required to ensure that a minimum of 50% of the labour force is made up of local labour. For the purposes of this contract, "Local labour" will be deemed to be any **persons who reside within Ward 92**. The contractor will be required to provide proof of authenticity of local labour. Signed confirmation by the appointed CLO will suffice for this.

No additional costs will be entertained due to this Particular Specification. The contractor will remain responsible for providing proper supervision of all labour and will be responsible for the quality of work produced.

#### C1.2.3.3 CONTRACTOR PARTICIPATION GOAL (CPG)

It is a condition of contract that the contractor must allow for a minimum of **10%** of the contract value (excluding PC Sum items and Fixed Cost allowances) to be subcontracted to contractors who are **>51% black owned**. Proof of payment to the subcontractors will be required to verify that the minimum has been achieved.

The penalty for not achieving the specified CPG will be 0.5% of the contract value (excluding PC Sum items and Fixed Cost allowances) for every 1% of CPG not achieved.

**C1.2.3.4 FTE (Full Time Equivalent) EMPLOYMENT INFORMATION**

It is a condition of contract that the Contractor supplies the Employer’s Agent’s Representative with information in respect of the employment of all foremen, artisans and labour (skilled and unskilled) employed to work on this contract. The information required is:

- Initials (per ID doc)
- Last Name (per ID doc)
- ID Number
- Disability (y / n)
- Education Level

<b>Level 1</b> Unknown	<b>Level 2</b> No Schooling	<b>Level 3</b> Grade 1-3	<b>Level 4</b> Grade 4	<b>Level 5</b> Grade 5-6
<b>Level 6</b> Grade 7-8	<b>Level 7</b> Grade 9	<b>Level 8</b> Grade 10-11	<b>Level 9</b> Grade 12	<b>Level 10</b> Post Matric

- Category of Employment

<p><b>Category A:</b> Employed as Local Labour for this contract only  <b>Category B:</b> Temporarily employed by the Contractor  <b>Category C:</b> Permanently employed by the Contractor</p>
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In addition, the following information is required in respect of each person listed above, on a monthly basis:

- Number of days worked during the month;
- Daily wage rate;
- Number of training days during the month.

The information is to be forwarded in a format acceptable to the Employer’s Agent’s Representative, but preferably in the form of an emailed EXCEL file (an original file, to be used as a template, will be issued to the Contractor). Contractors without computer facilities will be required to submit a hard copy of the information in a format as agreed to between the Contractor and the Employer’s Agent’s Representative.

In addition to the tax invoice, to be submitted by the Contractor with his monthly statement, mentioned in Clause 6.10.4 of GCC 2015, the Employer reserves the right to withhold payment until the monthly FTE information has been forwarded to the Employer’s Agent’s Representative. No additional payment for complying with the above will be made and the Contractor is to make allowance for complying through the time related P & G items (sum) under Part AA: Preliminaries,

**C1.2.3.6 EXCEPTED RISKS (Clause 8.3)**

Pursuant to Clause 8.3 of the Conditions of Contract (GCC 2015), the Employer shall not be liable for the payment of standing time costs as a result of the occurrence of any of the “Excepted Risks” as defined under Clause 8.3.

However, the Employer shall reimburse the Contractor in respect of plant de-establishment and re-establishment costs as a result of “Excepted risks” when a written instruction to de-establish is issued to the Contractor.

## **C2.1: PRICING ASSUMPTIONS / INSTRUCTIONS**

### **C2.1.1 GENERAL**

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 (refer to F.1.2 of the Tender Data).

### **C2.1.2 PRICING INSTRUCTIONS AND DESCRIPTION OF ITEMS IN THE SCHEDULE**

Measurement and payment shall be in accordance with the relevant provisions of **Clause 8 of each of the Standard Engineering Specifications** referred to in the Scope of Work. The Preliminary and General items shall be measured in accordance with the provisions of **C2.1.8**.

The descriptions of the items in the Bill of Quantities are for identification purposes only and comply generally with those in the Standard Engineering Specification.

**Clause 8 of each Standard Engineering Specification**, read together with the relevant clauses of the Scope of the works, set out what ancillary or associated work and activities are included in the rates for the operations specified. Should any requirements of the measurement and payment clause of the applicable Standard Engineering Specification, or the Scope of the works, conflict with the Bill of Quantities, the requirements of the Standard Engineering Specification or Scope of the work, as applicable, shall prevail.

### **C2.1.3 QUANTITIES REFLECTED IN THE SCHEDULE**

The quantities given in the Bill of Quantities are estimates only, and subject to re-measuring during the execution of the work. The Contractor shall obtain the Employer's Agent's detailed instructions for all work before ordering any materials or executing work or making arrangements for it.

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 General and Special Conditions of Contract, the Specifications and Project Specifications and the Drawings. Unless otherwise stated, items are measured

net in accordance with the Drawings, and no allowance has been made for waste.

The validity of the contract will in no way be affected by differences between the quantities in the Bill of Quantities and the quantities finally certified for payment.

### **C2.1.5 MONTHLY PAYMENTS**

Unless otherwise specified in the Specifications and Project Specifications, progress payments in Interim Certificates, referred to in **Clause 6.10.1 of the General Conditions of Contract**, in respect of "sum" items in the Bill of Quantities shall be by means of interim progress instalments assessed by the Employer's Agent 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.

### **C2.1.4 PROVISIONAL SUMS / PRIME COST SUMS**

Where Provisional Sums or Prime Cost sums (PC Sum) 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**. The Employer reserves the right, during the execution of the works, to adjust the stated amounts upwards or downwards according to the work actually done under the item, or the item may be omitted altogether, without affecting the validity of the Contract.

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

### **C2.1.6 PRICING OF THE BILL 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.

#### **C2.1.7 "RATE ONLY" ITEMS**

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.

#### **C2.1.8 PRELIMINARY AND GENERAL**

The Preliminary and General Section is provided to cover the Contractor's expenses incurred in complying with the requirements of the tender documents and consists of the following parts:

- Part AA: Preliminaries
- Part AB: General Specifications
- Part AH: Occupational Health and Safety

**Fixed Charge Items:** Each item should be priced separately and, subject to the Engineer certifying in terms of **Clause 6.7 of the General Conditions of Contract** that the work has been done, payment will be made as follows:

- (i) the total amount due when the certified value fixed charge items in this section is less than 5% of the net contract price;
- (ii) when the certified value of fixed charge items in this section is greater than 5% of the net contract price, payment will be limited to 5% of the net contract price. The remainder will be paid when the value of the work done under the contract, excluding the value of fixed charge items in this section, is greater than 50% of the net contract price, excluding the value of fixed charge items in this section.

**Time Related Items:** Any Time Related items not priced shall be deemed to be covered by the prices of other items in the section.

Payment of Time Related items in this section will be made throughout the contract period, the amount per month being the value of the item divided by the completion in months or, if specified in weeks, the equivalent number of months, in terms of **Clause 5.5 of the General Conditions of Contract**. The final monthly increment will only be paid upon the issue of a completion certificate.

**C2.2: BILL OF QUANTITIES**

The Bill of Quantities follows and comprises of 10 pages.

**PART C3: SCOPE OF WORK**

	<b><u>PAGE</u></b>	
<b>C3.1</b>	<b>PROJECT DESCRIPTION AND SCOPE OF CONTRACT</b>	<b>64</b>
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	PS.1 Programme, Method of Work, and Accommodation of Traffic	
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	PS.6 Electrical Plant	
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	C3.3.1 Listing of the Standard Specifications	
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### **C3.1: PROJECT DESCRIPTION AND SCOPE OF CONTRACT**

#### **C3.1.1 Description of Works**

##### **a) Employer's Objective**

Incremental Services are aimed at addressing service delivery backlogs to Informal Settlements which are not part of the Housing Department's short term (10-15 year) delivery programme. The programme, apart from conventional housing programmes, ensures that communities can immediately be given basic services while awaiting the roll out of formal housing projects.

The expected outcome of the multiyear programme is that the budget provided in respect of each financial year will be efficiently and effectively spent on providing Roads, Footpaths, Water and Sewer infrastructure in a manner that contributes to the eThekweni's social and economic development agenda.

The Employer's further objectives are to deliver public infrastructure using labour-intensive methods as well as the iQhaza Lethu initiative, which focusses on ten informal settlements, aims to pilot alternative Operation and Maintenance (O&M) solutions for both water, sanitation and solid waste in the informal settlements.

The Employer expects the works to be undertaken safely, efficiently and effectively with due attention paid to environmental and social concerns, finally delivering a fit for purpose Roads Footpaths, Water and Sewer infrastructure solutions to identified communities not yet satisfactorily provided with such services.

##### **b) Description of the Services**

It is envisaged that the scope of works will include the provision of Incremental services in one (1) informal settlement within eThekweni Municipality's Western Region. This will include the upgrade of a footpath from gravel to a hardened surface. The upgrade of this footpath would be supplemented with the installation of stormwater control measures. There would also be water and sewer infrastructure installed nearby the footpath.

It is a requirement of the contract that a minimum of 10% of the value of the work (excluding contingencies and provisional items) shall be sub-contracted to entities that are >51% black owned substantially owned small sub-contractors that are registered on the SCM's CPG database.

#### **C3.1.2 Description of Site and Access**

The site is based in the eThekweni Municipality's Western Region. The site is:

1. Clermont Cluster - Ward 92

It is envisaged that the scope of works is not limited to the above settlement and may change during the course of the contract.

The site is located within the Progress Place Informal Settlement. It must be noted that the Employer's Agent will set up a meeting with the Councillor, community and contractor as an introduction so that the contractor will have safe access to the site.

### **C3.1.3 Nature of Ground and Subsoil Conditions**

The existing terrain in Clermont Cluster is very steep to moderate sloping.

The dwellings are densely settled in an informal manner.

The works will follow the boundaries of the existing houses and structures.

Due to existing structures and dwellings there will be constraints to use large machinery and plant.

The material on site varies between a G10 - G7 quality, therefore, the Contractor must verify the quality of the material prior to works commencing.

## Scope of Works

TOPIC	COMMENTARY
<b>Client's / employer's objectives</b>	<p>Incremental Services are aimed at addressing service delivery backlogs to informal settlements which are not part of the Housing Department's short term (10-15 year) delivery programme. The programme, apart from conventional housing programmes, ensures that communities can immediately be given basic services while awaiting the roll out of formal housing projects.</p> <p>The expected outcome of the multiyear programme is that the budget provided in respect of each financial year will be efficiently and effectively spent on providing Footpaths, Water, Sewer and Associated Storm water Control infrastructure in a manner that contributes to the eThekwin's social and economic development agenda.</p> <p>The Employer's further objectives are to deliver public infrastructure using labour-intensive methods as well as the iQhaza Lethu initiative, which focusses on ten informal settlements, aims to pilot alternative Operation and Maintenance (O&amp;M) solutions for both water, sanitation and solid waste in the informal settlements. The Employer expects the works to be undertaken safely, efficiently and effectively with due attention paid to environmental and social concerns, finally delivering a fit for purpose Roads or Footpaths infrastructure solutions to identified communities not yet satisfactorily provided with such services.</p>
<b>Description of the services</b>	Construction of new footpaths with associated stormwater control as per design. Also included under the scope of works is the construction of gravity retaining walls, reno mattresses and grass planting.
<b>Extent of the services</b>	Works will be conducted but not limited to <b>Ward 92</b> in the Western Region.
<b>Use of reasonable skill and care</b>	The contractor must conduct works with the highest of quality within the timeframe allocated to the project. The contractor is to familiarize themselves with the DCP method of testing and conducting the works
<b>Co-operation with other services providers</b>	All interaction with various departments such as Water, Electricity, Telkom and Neotel are to run parallel to construction works should any of the above services be affected.
<b>Brief</b>	<p>The contractor is to:</p> <ol style="list-style-type: none"> <li>Conduct the upgrade of roads and footpaths from gravel to a hardened surface with high quality;</li> <li>Complete the works timeously as per the contract</li> <li>Perform each task with skill and care</li> <li>Report on progress of works on a monthly basis via reports and photographs</li> </ol>
<b>Reference data</b>	The contractor is to familiarize themselves with the OH&S (Occupational Health and Safety) and environmental regulations as well as the EMPr for the settlement.
<b>Applicable national and international standards</b>	All Standards referenced in this document.
<b>Particular/Generic specifications</b>	The Contractor is to obtain approval from the Employer's Agent prior to commencing any works that deviate from drawings. It is the contractor's responsibility to verify from the Employer's Agent that all wayleave approvals (from internal and external service providers) are in place prior to construction commencing.
<b>Approvals</b>	The Contractors attention is drawn to the fact that newly constructed structures may be encountered upon establishment on site. Contractor is to follow due process in terms of expropriation of land.

TOPIC	COMMENTARY
<b>Procurement</b>	<p>i) Preliminary Programme With reference to PS1.1 and returnable form “Preliminary Programme”, the tenderer is required to submit a basic preliminary programme in a Gantt Chart format. This programme shall take cognisance of the scope of works and shall be based on the specified time for achieving practical completion as outlined in clause 1.1.1.14 of the Contractual Data. Alternative completion times will only be considered if the tenderer duly indicates the details thereof on returnable form “Amendments, Qualifications and Alternatives”.</p> <p>ii) Construction Programme The successful tenderer shall submit a construction programme, for approval, in terms of the requirements outlined in Clause 5.6 of GCC 2015 within the timeframe specified in Clause 5.3.2 of the Contract Data. Regarding the contents of the programme, specific reference shall be made to Clause 5.6.2 of GCC 2015 and the contractor shall be responsible for indicating sufficient detail which reflects the sequence and extent of works, specific inspections, all milestones, the critical path and other pertinent requirements of the scope of work. The construction programme shall be subject to review on a monthly basis or at the discretion of the Employer’s Agent and Employer’s Agent’s representative.</p>
<b>Access to land / buildings / sites</b>	For ease of submission and uniformity, it is a requirement that the construction programme shall be prepared in a Gantt Chart format by the successful tenderer using the Microsoft Project package.
<b>Planning and programming</b>	The successful tenderer shall implement specific quality control measures to ensure that the works are constructed as per the standard specifications, project specifications and construction drawings. The Quality Control Statement shall be attached to returnable form “Construction Approach, Methodology and Quality Control” and reference shall be made to site control testing, construction supervision, structured monitoring mechanisms such as checklists and other measures/processes that the tenderer deems to be significant. The Employer’s Agent will continually assess the quality of works on site and instructions will be provided for non-compliance accordingly.
<b>Software application for programming</b>	<p>Each instruction, certificate, submission, proposal, record, acceptance, notification, reply and other communication which this contract requires is to be communicated in a form which can be read, copied and recorded. Writing is to be in the language of this contract, i.e. English.</p> <p>The contractor is to only receive instructions from the Employer’s Agent or the Employer’s Agent’s representative. Should the contractor undertake any works from an instruction given to him/her by a third party, he will be solely responsible for any impacts thereof, including costs.</p>
<b>Quality management</b>	<p>There will be a minimum of one (1) progress and technical meeting per month. The contractor is to ensure that the Contracts Manager, Site Agent and Foreman are present during both meetings. CLO’s will be required to attend all progress meetings and will be required to be present when works within ward is being discussed.</p> <p>- This is over and above all meetings that the Contactor may deem necessary for the execution of the works.</p>
<b>Format of communications</b>	Any forms required for the contract will be submitted to the successful tenderer at inception of the contract.

TOPIC	COMMENTARY
Key personnel	The contractor is to keep a daily site diary detailing all notable occurrences on site. The site diary is to be procured by the contractor and a template must be submitted to the Employer's Agent and Employer's Agent's representative for approval.
Management meetings	A copy of the policy is to be submitted to the Employer's Agent for approval. The period of time to obtain the approval is included in Clause 5.3.2 of the Contract Data.
Forms for contract administration	<p>Payment certificates are to reach the Employer's Agent for verification by the 20th of each month and process/submitted by the 25th of each month. The following items are to accompany each payment certificate, but shall not be limited to the list below:</p> <ul style="list-style-type: none"> <li>• Tax Invoice – Tax invoice number, Contract number, Project description, correctly dated, to include both the Clients and contractor's Tax numbers, physical and postal addresses and to be addressed to Deputy Head, Development Engineering.</li> <li>• Fully completed FTE's (Client to provide format)</li> </ul> <p>Summary of supporting measurements for period of claim – to be signed off by the Contractor, Employer's Agent and Employer's Agent's representative. Other documentation required will be discussed at the first meeting. All supporting documentation that the Employer's Agent may deem necessary.</p>
Electronic payments	The contractor will provide a site instruction book for the Employer's Agent and Employer's Agent's representative to issue instructions to the contractor. The Instruction book is to be a triplicate book, numbered in numerical order as well as all contractor's details on each page and adequate space for signature.
Daily records	Where possible, the Employer's Agent and Employer's Agent's representative will initially identify a proposed location for the Contractor's camp site and storage yard, however, the responsibility lies on the Contractor to liaise with the CLO/Ward Councillor/s in order to locate a suitable site that is available for occupation. Strict adherence to PS.AB4.1 "Site Facilities" is to be maintained at all times and the Contractor will be responsible for any transgressions in this regard.
Professional indemnity insurances	Audits will be conducted to verify if the contractor and his staff are compliant with the OH&S and Environmental regulations.
Payment certificates	<p>Payment certificates are to reach the Employer's Agent for verification by the 20th of each month and process/submitted by the 25th of each month. The following items are to accompany each payment certificate, but shall not be limited to the list below:</p> <ul style="list-style-type: none"> <li>• Tax Invoice – Tax invoice number, Contract number, Project description, correctly dated, to include both the Clients and contractor's Tax numbers, physical and postal addresses and to be addressed to Deputy Head, Development Engineering.</li> <li>• Fully completed FTE's (Client to provide format)</li> </ul> <p>Summary of supporting measurements for period of claim – to be signed off by the Contractor, Employer's Agent and Employer's Agent's representative. Other documentation required will be discussed at the first meeting. All supporting documentation that the Employer's Agent may deem necessary.</p>
Use of documents by the employer	The contractor will provide a site instruction book for the Employer's Agent and Employer's Agent's representative to issue instructions to the contractor. The Instruction book is to be a triplicate book, numbered in numerical order as well as all contractor's details on each page and adequate space for signature.
Property provided for the Consultant's use	Where possible, the Employer's Agent and Employer's Agent's representative will initially identify a proposed location for the Contractor's camp site and storage yard, however, the responsibility lies on the Contractor to liaise with the CLO/Ward Councillor/s in order to locate a suitable site that is available for occupation. Strict adherence to PS.AB4.1 "Site Facilities" is to be maintained at all times and the Contractor will be responsible for any transgressions in this regard.

TOPIC	COMMENTARY
Proof of compliance with the law	Audits will be conducted to verify if the contractor and his staff are compliant with the OH&S and Environmental regulations.
ANNEXES	
List by title	

## **C3.2: PROJECT SPECIFICATION**

### **PREAMBLE**

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

### **C3.2.1 GENERAL**

#### **PS.1 PROGRAMME, METHOD OF WORK, AND ACCOMMODATION OF TRAFFIC**

This Clause is to be read in conjunction with the provisions and obligations as contained in SANS 1921-1 and SANS 1921-2.

##### **PS.1.1 Preliminary Programme**

The Contractor shall include with his tender a preliminary programme on the prescribed form (see T2.2: Preliminary Programme) to be completed by all Tenderers. The programme shall be in the form of a simplified bar chart with sufficient details to show clearly how the works will be performed within the time for completion as stated in the Contract Data.

Tenderers may submit tenders for an alternative Time for Completion in addition to a tender based on the specified Time for Completion. Each such alternative tender shall include a preliminary programme similar to the programme above for the execution of the works, and shall motivate his proposal clearly by stating all the financial implications of the alternative completion time.

The Contractor shall be deemed to have allowed fully in his tendered rates and prices as well as in his programme for all possible delays due to normal adverse weather conditions (refer to Clause 5.12.2.2) and special non-working days (refer to Clause 5.1.1.1) as specified in the in the Contract Data.

##### **PS.1.2 Programme in Terms of Clause 5.6 of the General Conditions of Contract**

It is essential that the construction programme, which shall conform in all respects to Clause 5.6 of the General Conditions of Contract, be furnished within the time stated in the Contract Data (refer to Clause 5.3.1/2).

The preliminary programme to be submitted with the tender shall be used as basis for this programme.

The Tenderer's attention is drawn to the fact that a number of factors will affect the programming of and method of carrying out the works. The more important of these are:

- (1) Time required for service relocations.
- (2) Time allowances to be made for the ordering of special items.
- (3) Notification required by service organisations.

- (4) Any special sequence in which work must be carried out. Must certain areas of work be finished before work commences on others?
- (5) If delays are anticipated with service relocations the contractor should be asked to allow time.
- (6) Is work required out of normal hours? (eg. to accesses).
- (7) Vehicular access to private property is to be maintained.
- (8) Traffic restrictions.
- (9) Pedestrian Traffic
- (10) Encroachment of water and sewer services into road reserve.
- (11) Limited working space makes construction and delivery of goods to site an issue.
- (12) Disruption by community as well as Business Forums
- (13) Notification required by service organisations and homeowners. Contractors are reminded that they do not have exclusive access to the site.
- (14) Non-working days must be considered and any work outside normal working days is to be indicated.

Those known, existing services in the area of the works have been depicted on the contract drawings. It is evident, however, that the status of existing service records as far as can be ascertained might not reflect the actual situation in the field. As such, due allowance has been made in the Bill of Quantities for the proving of services where directed by the Engineer.

### **PS.1.3 Requirements for Accommodation of Traffic**

#### **PS.1.3.1 General**

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

Clause 4.10.4 of SANS 1921-2: 2004 shall be replaced with the following:

“Road signs and markings shall comply with the requirements of the “SADC Road Traffic Signs Manual - Volume 2: Roadworks Signing”.

#### **PS.1.3.2 Basic Requirements**

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

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

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

The Contractor may not commence constructional activities affecting existing roads before adequate provision has been made to accommodate traffic in accordance with the requirements



of this document and the South African Road Traffic Signs Manual.

The Contractor shall construct and maintain all temporary drainage works necessary for temporary deviations. The Contractor shall ensure that the existing property accesses are maintained at all times. Where necessary the Contractor shall make allowance in the rates for completing the work required to the accesses out of normal hours.

#### **PS.1.3.3 Traffic Safety Officer**

Where warranted by traffic conditions on or near the site, the Contractor shall nominate a suitable member of his staff as traffic safety officer to be responsible for the arrangement and maintenance of all the measures for the accommodation of traffic for the duration of the project. Duties of the traffic safety officer shall be in compliance with the Occupational Health and Safety Act 1993 and the Construction Regulations 2014.

#### **PS.1.3.4 Payment**

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

#### **PS.1.3.5 Pedestrian Movement**

The Contractor shall make provision for accommodating all pedestrian movements in the area of the works. Allowance shall be made in the relevant rates for any barricades and signs required.

#### **PS.1.3.6 Temporary Reinstatement**

Provided always that if in the course or for the purpose of the execution of the works or any part thereof any road or way shall have been broken up, then notwithstanding anything herein contained:

- (a) if the permanent reinstatement of such road or way is to be carried out by the appropriate authority or by some person other than the contractor (or any subcontractor to him), the contractor shall at his own cost and independently of any requirement of or notice from the Engineer be responsible for the making good of any subsidence or shrinkage or other defect, imperfection or fault in the temporary reinstatement of such road or way, and for the execution of any necessary repair or amendment thereof from whatever cause the necessity arises, until the end of the period of maintenance in respect of works beneath such road or way until the authority or other person as aforesaid shall have taken possession of the site for the purpose of carrying out permanent reinstatement (whichever is the earlier), and shall indemnify and save harmless that Council against and from any damage or injury to the Council or to third parties arising out of or in consequence of any neglect or failure of the Contractor to comply with the foregoing obligations or any of them and against and from all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto.
- (b) where the authority or person as aforesaid shall take possession of the site as aforesaid in sections or lengths, the responsibility of the contractor under paragraph (a) of this sub-clause shall cease in regard to any such section or length at the time possession thereof is so taken, but shall during the continuance of the said period of maintenance continue in

regard to any length of which possession has not been taken and the indemnity given by the contractor under the said paragraph shall be construed and have effect accordingly.

## **PS.2 SERVICES**

This Clause is to be read in conjunction with the provisions and obligations as contained in SANS 1921-1 and SANS 1921-2.

### **PS.2.1 Existing Services**

The Tenderer's attention is drawn to the numerous existing services in the area. Although every effort has been made to depict these services accurately the positions shown must be regarded as approximate.

### **PS.2.2 Proving Underground Services**

This clause must be read in conjunction with Clause DB.5.1.2, the requirements of which shall be extended to cover all earthworks operations whether for trenching or bulk earthworks, in the vicinity of underground services.

It is stressed that all services in a particular area must be proven before commencing work in that area.

Insofar as bulk earthworks are concerned, where services are indicated on the drawings or where from site observations can reasonably be expected that such services are likely to exist where excavations are to take place, the Contractor shall without instructions from the Employer's Agent carefully excavate by hand to expose and prove their positions.

The cost of the proving trenches is to be included in the work covered by Clause DA.8.3.

When a service is not located in its expected position the Contractor shall immediately report such circumstances to the Employer's Agent who will decide what further searching or other necessary action is to be carried out and shall instruct the Contractor accordingly. The cost of this additional searching shall be to the Council's cost and shall be paid for under DB.8.19 - Proving Existing Services.

Should any service be damaged by the Contractor in carrying out the works and should it be found that the procedure as laid down in this clause has not been followed then all costs in connection with the repair of the service will be to the Contractor's account.

When electrical cables are not in the positions shown on drawings of eThekwini Electricity and cannot be found after proving trenches have been put down, assistance may be obtained by calling an official of the Works Branch on Telephone No. 311-1111 during office hours, or by contacting Control on Telephone No. 305-7171 after hours.

It should be noted that 33,000 Volt and 132,000 Volt cables may only be exposed by the eThekwini Electricity's personnel. The cables are usually protected by concrete covering slabs, and therefore if the slabs are inadvertently exposed, excavation work must stop, and the eThekwini Electricity shall be contacted immediately on the above telephone numbers.

Proving of services shall be completed at least two weeks in advance of the actual programmed

date for commencing work in the area. The position of these services located must be coordinated and levelled by the Contractor, and the information given in writing to the Employer's Agent's Representative.

The requirements of this clause do not relieve the Contractor of any obligations as detailed in the Conditions of Contract or under Clause 4.17 of SANS 1921-1.

### **PS.2.3 New Services and Relocation of Existing**

This clause shall be read in conjunction with Clause PS.1.

New services are either to be installed by the Contractor as part of the contract or by others during the contract period. In the latter case excavation and subsequent backfilling of the trench from the top of the bedding layer shall generally be carried out by the Contractor.

Relocation of services shall generally be carried out by the relevant services organisation. Generally their work shall include the excavating and bedding the service which will include backfilling to a depth of approximately 300 mm above the service. The remainder of the backfilling shall be carried out by the Contractor.

Generally work shall only commence on the installation of new services once the bulk earthworks have been completed and roughly trimmed to level along a substantial portion of the services route. In addition no sidewalk, verge, median or island shall be surfaced or topsoiled until all work on the services has been completed.

Services affected by the contract are described as follows:

- PS.3: Watermains;
- PS.4: Sewers;
- PS.5: Stormwater;
- PS.6: Electrical Cables / Lighting;
- PS.7: Telkom / Neotel;
- PS.8: CCTV;

Further to the above, tenderers are referred to the services drawing and are to note that several minor cables / pipes may be encountered during excavation works which may require to be relocated to some extent. It is anticipated that the two week period required under PS.2.2 will allow sufficient time for these relocations.

### **PS.2.4 Accommodation of Services**

Further to Clauses PS.1 and PS.2 of this specification, tenderers are to note that allowance must be made under this item and / or the appropriate rates, for all costs incurred as a result of complying with these clauses. It shall also cover liaison with the services organisations and accommodation of their work gangs / contractors on site.

## **PS.3 WATERMAINS**

### **PS.3.1 General**

Water mains will not be constructed as part of this contract. The Contractor shall take due care when working in the vicinity of any existing water mains. Extreme care must be exercised when using vibratory compaction equipment in the vicinity of water mains since excessive vibration can easily damage the water mains and cause leaks to occur.

### **PS.3.2 Water Main Valve Access**

Due to the dangerous situation occurring when water main valves are covered over, the Contractor shall maintain access to all water main valves at all times. During asphalt layer work, after each pass by the paving machine, the valves shall be exposed and access maintained in a safe condition.

Whatever method the Contractor chooses to use for this work, the cost of raising the valves from existing level to ultimate level shall be paid only once, irrespective of the number of times the valve is uncovered. Spacer rings required for the height adjustment of valve covers shall be supplied by the Water and Sanitation Unit. Tolerances on valve cover levels shall be as specified in clause PH.6.5. Before final setting in position of valve covers the Contractor shall liaise with the Employer's Agent regarding the direction in which covers shall be placed.

### **PS.3.3 Restriction on Compactive Equipment**

The Contractor is to note that existing watermains traverse the site of the works and special care is to be taken in close proximity to these mains and connections. The existing mains and connections shall be proved on site by the Contractor prior to any construction work commencing in the vicinity of the watermains.

Under no circumstances will heavy road-making equipment, other heavy plant or vibratory compaction equipment be permitted to operate within 800 mm vertically or horizontally of the existing mains or connections. The permissible compaction plant within this restricted area shall be the equivalent of a "Bomag 90" under static compaction, or similar approved plant. When the roadworks are far enough advanced to provide a minimum of 800 mm cover to the existing mains, the above restriction will fall away.

The Contractor is to take cognisance of the above requirements when entering rates in the Bill of Quantities and in the programming of the works. No claim for additional payment based on the inability to use plant as a result of the requirements of this clause will be accepted. The Contractor will be held liable for any costs should the watermain or electrical cables be damaged during construction of the road.

## **PS.4 SEWERS**

Sewers are not to be installed as part of this contract, however, depending on the footpath profile, existing manholes may have to be lowered. The contractor shall take due care when working in the vicinity of any existing sewers.

### **PS.4.1 Blockage of Foul Water Sewers**

The Contractor shall be responsible for ensuring that cementitious sludge, sand and rubble from the works do not enter the foul water reticulation system. The Contractor shall be liable for any costs incurred by the Council or others as a result of blockages in the reticulation system attributed to failure to comply with the above requirement.

**PS.5 STORMWATER**

Stormwater infrastructure shall be constructed as part of this contract as outlined by the scope of work and reflected on the construction drawings.

**PS.5.1 Blockage Stormwater Sewers**

The Contractor shall be responsible for ensuring that cementitious sludge, sand and rubble from the works do not enter the stormwater reticulation system. The Contractor shall be liable for any costs incurred by the Council or others as a result of blockages in the reticulation system attributed to failure to comply with the above requirement.

**PS.6.1 General**

Various types of electrical cables including high voltage, low voltage, street lighting and domestic connection cables are affected by the contract. The laying, relocation and jointing of all cables will be carried out by eThekwini Electricity's work gangs, or agents appointed by them, whilst the excavation and backfilling forms part of this contract. Close liaison will therefore be necessary with eThekwini Electricity throughout the contract.

**PS.6.2 Street Lighting**

The existing lighting will be removed in stages and replaced in the centre median / intersection corners. Relocation will take place during this contract and be executed by eThekwini Electricity or their agents. It is a requirement that the street lighting be operational at all times.

**PS.6.3 MV / LV Cables**

Certain MV / LV cables are to be replaced within the contract area. The actual cable work associated with this relocation and / or replacement of these cables will be carried out by eThekwini Electricity and it is stressed that the two week period referred to in Clause PS.2 is the minimum period required to enable eThekwini Electricity to be on site timeously.

**PS.6.4 Relocation of Existing Services**

Should it be necessary to adjust the line, level and / or position of any service not catered for in the contract to enable the construction to proceed the Contractor shall on no account effect such adjustment himself but shall notify the Engineer who will arrange for the work to be carried out at no cost to the Contractor.

**PS.7 TELKOM S.A. LIMITED / NEOTEL PLANT**

No work to Telkom / Neotel Plant is envisaged, but the tenderers attention is drawn to the fact that Telkom / Neotel copper cables and fibre optic cables may exist in the contract area. Extreme care must therefore be exercised when working near these services, once their approximate positions become known. The Contractor is advised to timeously advise Telkom/Neotel before commencing the abovementioned work.

**PS.8 CCTV PLANT**

No work to CCTV Plant is envisaged, but the tenderers attention is drawn to the fact that CCTV cables and fibre optic cables may exist in the contract area. Extreme care must therefore be exercised when working near these services, once their approximate positions become known. The Contractor is advised to timeously advise the relevant stakeholders if any services are encountered prior to proceeding with any works.

## **PS.9 MANAGEMENT OF THE ENVIRONMENT**

The Contractor shall pay special attention to the following:

### **PS.9.1 Natural Vegetation**

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

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

### **PS.9.2 Fires**

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

### **PS.9.3 Environmental Management Plan**

In addition to the above, all requirements according to the Environmental Management Plan as detailed in C3.4: Particular Specifications, will be adhered to. Disposal of hazardous waste to undertaken as per Section A10.3 of EMPr and proof of safe and compliant disposal is to be provided for remuneration via the monthly payment certificate. The payment shall be under a PC Sum in the Bill of Quantities.

## **PS.10 OCCUPATIONAL HEALTH AND SAFETY**

### **PS.10.1 General Statement**

When considering the safety on site the Contractor's attention is drawn to the following:

- (1) The area is also bounded by residential properties.
- (2) The works will require limited machinery and plant of varying size.
- (3) The manual moving of heavy precast products will be required.
- (4) The concrete used will be delivered to site via heavy vehicles.
- (5) The gradient of the site is fairly steep. Plant and machinery need to be well controlled. Run-off from the site will have to be well managed

It is a requirement of this contract that the Contractor shall provide a safe and healthy working environment and to direct all his activities in such a manner that his employees and any other

persons, who may be directly affected by his activities, are not exposed to hazards to their health and safety. To this end the Contractor shall assume full responsibility to conform to all the provisions of the Occupational Health and Safety Act No 85 and Amendment Act No 181 of 1993, and the OHS Act 1993 Construction Regulations 2014 issued on 7 February 2014 by the Department of Labour.

For the purpose of this contract the Contractor is required to confirm his status as mandatory and employer in his own right for the execution of the contract by entering into an agreement with the Employer in terms of Section 37(2) of the Occupational Health and Safety Act.

## **PS.10.2 Health and Safety Specifications and Plans to be submitted at tender stage**

### **PS.10.2.1 Employer's Health and Safety Specification**

The Employer's Health and Safety Specification is included in C3.4: Particular Specifications.

### **PS.10.2.2 Tenderer's Health and Safety Plan**

At tender stage only a brief overview of the tenderers perception on the safety requirements for this contract will be adequate. This will be attached to T2.2: Contractor's Health and Safety Plan.

Only the successful Tenderer shall submit a separate Health and Safety Plan as required in terms of Regulation 7 of the Occupational Health and Safety Act 1993 Construction Regulations 2014, and referred to in T2.2: Contractor's Health and Safety Plan.

The detailed safety plan will take into consideration the site specific risks as mentioned under PS.10.1 and must cover at least the following:

- (i) A proper risk assessment of the works, risk items, work methods and procedures in terms of Regulations 9 to 29;
- (ii) Pro-active identification of potential hazards and unsafe working conditions;
- (iii) Provision of a safe working environment and equipment;
- (iv) Statements of methods to ensure the health and safety of subcontractors, employees and visitors to the site, including safety training in hazards and risk areas (*Regulation 7*);
- (v) Monitoring health and safety on the site of works on a regular basis, and keeping of records and registers as provided for in the Construction Regulations;
- (vi) Details of the Construction Supervisor, the Construction Safety Officers and other competent persons he intends to appoint for the construction works in terms of Regulation 8 and other applicable regulations; and
- (vii) Details of methods to ensure that his Health and Safety Plan is carried out effectively in accordance with the Construction Regulations 2014.

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

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

A generic plan will not be acceptable.

### **PS.10.3 Cost of compliance with the OHS Construction Regulations**

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

Items that may qualify for remuneration will be specified in the Employer's Health and Safety Specification.

**NB. Contractors are to be aware that all of the above items that are applicable to must be included in their pricing.**

### **PS.11 SURVEY**

#### **PS.11.1 Survey for, and Preparation of, "As Built" Drawings**

The Contractor shall submit the following "As Built" data to the Design Consultant to complete the required "As Built" Drawings before a Certificate of Completion will be issued:-

##### Roads and Footpaths

- Road centreline co-ordinates at the beginning and end of horizontal straight sections.
- Road centreline co-ordinates at 10 metre intervals on all horizontal curves from the beginning to the end of each horizontal curve.
- Edge of road levels, to the left and to the right of the road centreline, at 10 metre intervals throughout the entire length of all roads, starting from Staked Kilometre Distance 0,000 km to the end of each road.
- At the end of each road, the co-ordinates and levels of the centreline and the left and right edge of the road are required.
- The co-ordinate and levels of all banks at the top and toe of all banks at 10m intervals.

##### Stormwater and other services:

- Co-ordinates, invert and cover levels of all stormwater controls that have been modified or constructed as new, during the contract,
- Including but not limited to: open lined concrete drains, stormwater catchpits, manholes, kerb and channels, precast pipe culverts and outlet structures.
- Co-ordinates of all other services e.g. cable duct markers, valve covers, Telkom manholes etc. that have been either modified or constructed as new, during the contract.

##### General:

- Notwithstanding the above, the Contractor is to supply to the Design Consultant all other information necessary, to clearly indicate changes/modifications to the construction



drawings during the contract period that will be required by the Design Consultant so that they can produce the "For Record" drawings.

- Each surveyed point shall be suitably coded and identifiable by the Design Consultant and shall be supplied on a CD/DVD, in an Ascii file with the following format:-
- Code[SPACE]XCoordinate[SPACE]YCoordinate[SPACE]Level[SPACE]Description
- The above information is to be given to an accuracy of three decimal places and is to be surveyed by a suitably qualified person.

In addition to the above, all 'as built' information must be provided on a drawing in Autocad and DXF format together with a hard (paper) copy format showing the modifications undertaken during the contract period.

Suitable checks on the accuracy of the information provided may be carried out by the Design Consultant and should any of the information provided be found to be inaccurate or untrue, the Employer reserves the right to withhold payment or to employ the services of an engineering surveyor to re-survey all the works listed above, at the Contractor's expense. The Employer shall request a minimum of three quotations from three independent engineering surveyors of his choice, and the lowest quotation will be appointed and the cost thereof will be deducted from monies owing to the Contractor.

The 'as built' Data shall be the responsibility of the Contractor and shall be paid for under the item 'Survey for, and preparation of, "as built" drawings' in the Contractor's Preliminary and General Costs.

The unit of measurement shall be the (sum) and the rate shall include for all components outlined in this specification.

The Contractor must also forward to the Employer's Agent, a materials "as built" spreadsheet in a format that is acceptable by the Client.

The completion certificate shall not be issued unless the above information in totality, has been forwarded to the Employer's Agent.

### **PS.11.2 Setting Out of Works**

The setting out of the works shall be the responsibility of the Contractor and shall be paid for under the item 'setting out' in the Contractor's Preliminary and General Costs. The unit of measurement shall be (sum) and the rate shall include for the following:

The Contractor shall do the setting out to and beyond the obstructions. Such obstructions shall be reported to the Employer's Agent as soon as possible. No additional payment shall be made for listing and reporting these obstructions and the re-establishment to set out areas that were affected by the obstructions.

### **PS.11.3 Additional Site Survey**

The Employer's Agent may instruct the contractor to conduct a survey during the course of the contract in order to facilitate re-design due to immovable obstructions or to facilitate the design of new settlements. The contractor will be required to submit all survey files in an Ascii format and

drawings in a DXF/DWG format.

The unit of measurement shall be (sum) and the rate shall include for the survey as directed by the Employer's Agent and the submission of all hardcopy and electronic files required by the Employer's Agent.

## **PS.12 SITE FACILITIES AVAILABLE**

### **PS.12.1 Contractor's camp site and depot**

The Contractor's office for this contract shall be as required to fulfil his obligations under the Contract. The Contractor is responsible to provide a suitable site for his camp and to provide accommodation for his personnel and labourers. If the Employer can make any specific site available to the Contractor, such site will be pointed out to the Contractor.

#### **(a) Contractor's camp site/store yard**

The proposed position of the camp site/store yard will be pointed out by the Employer's Agent. However the responsibility lies on the Contractor to liaise with the CLO/Ward Councillor in order to identify a suitable site for occupation. The Contractor must first obtain the written permission of the landowner, and subsequently the Employer's Agent, prior to occupation of the land.

Any clearing of the site that is necessary and the making good after de-establishment will be the responsibility of the Contractor.

In addition to the requirements of SANS 1200 A clause 8.3.2.2 the following conditions shall also apply:-

- (i) None of the existing roads shall be damaged in any way.
- (ii) Electrical and Potable water facilities may be available in the vicinity of the site but the contractor shall make his own arrangements for all connections.
- (iii) It shall be the responsibility of the Contractor to make good any damage caused to the camp site area or any improvements on it, including services, and for reinstating it to its former condition when vacated. The standard of reinstatement must be to the satisfaction of the Employer's Agent; Director: Real Estate and/or Director of Parks, Recreation and Beaches Department; or other owner. Particular attention should be directed to these requirements and written clearances from the relevant Departments or other owners will be required.

### **PS.12.2 Accommodation of Employees**

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

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

No informal housing or squatting will be allowed.

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

**PS.12.3 Power supply, water and other services**

The Contractor shall make his own arrangements concerning the supply of electrical power, water and all other services. No direct payment will be made for the provision of electricity, water and other services. The cost thereof shall be deemed to be included in the rates and amounts tendered for the various items of work for which these services are required, or in the Contractor's preliminary and general items as the case may be.

**(a) Water for Works**

The Contractor shall allow in his Establishment rates for the securing of a suitable water supply, the payment of any connection fee and for any water charges for the duration of the contract.

**(b) Power supply for works**

The power supply authority is eThekweni Electricity Services Unit. The contractor will be responsible for arranging whatever temporary supplies may be required and he will be required to bear all costs involved and to pay the ruling tariffs applicable to such supplies.

**PS.13 STEPS, HANDRAILS & BOLLARDS****PS.13.1 Precast Steps**

Where indicated on the construction drawings, precast concrete Bass type steps (1.5m wide x 0.335m tread x 0.175m high) or standard garden steps (1m wide x 0.3 tread x .175m high) shall be constructed as part of the footpaths on a 75mm concrete base (15Mpa/13mm). Refer to standard drawings.

The unit of measurement shall be number (No.) and the rate shall include for the steps, blinding, mortar, plant and labour, concrete base etc.

**PS.13.2 Handrails**

Handrails shall be constructed where indicated on the footpath longitudinal sections and shall be fully compliant with the typical details, attached to the Tender Document as Annexure 3.6.2. The material to be used will be recycled plastic. The colour must be green or grey.

(a) Handrails – The unit of measurement shall be metre (m) of handrails installed

(b) Posts – The unit of measurement shall be number (No) of posts installed.

(c) Concrete in footings shall be measured in cubic metres (m3).

(d) Excavation for bases shall be measured in cubic metres (m3).

The tendered rates shall include for the supply of all materials and the installation of the plastic handrail posts, bases for the posts, installation of the recycled plastic handrails etc.

**PS.13.3 Bollards**

Where indicated on the layout drawings or at the discretion of the Employer's Agent during construction, precast concrete bollards shall be installed on footpaths. The bollard shall be fully compliant with Detail on the standard drawings.

The unit of measurement shall be number (No.) and the rate shall include for the supply of all materials and the construction of the base and installation of the bollard etc.

**PS.14 TESTING**

**PS.14.1 Process control**

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

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

**PS.14.2 Acceptance control**

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

**PS.15 NOTICE BOARD**

The notice board layout and colour scheme shall comply with the detail provided on standard drawing 40137E (refer to Annexure C3.6.1).

**PS.16 UNPACKING AND RECONSTRUCTION OF EXISTING RETAINING WALLS**

Where instructed by the Employer's Agent, the contractor shall unpack existing retaining walls to allow for the construction of footpaths or roads.

The unit of measurement shall be square metre (m<sup>2</sup>) and the rate shall include for unpacking the wall, maintaining the blocks and reconstruction of the wall, where instructed. Concrete, soilcrete and drainage are measured elsewhere.

**PS.17 HAULAGE OF MATERIAL**

All haulage under this contract will be considered as freehaul. The contractor is to price accordingly in his rates and no additional payment will be made in this regard.

**PS.18 PROGRESS PHOTOGRAPHS**

The tenderer shall provide the Employer's Agent and Employer with progress photographs on CD and as hardcopy documents throughout the duration of the contract. This information shall be compiled on a monthly basis and submitted as part of the payment certificate claim submission. Each monthly submission shall include two CD's and one hardcopy where photographs are to be collated in an A4 document.

The unit of measurement shall be (sum) and the rate shall include for the requirements as set out in this clause.

**PS.19 SITE SECURITY**

The Contractor shall, for the duration of the contract, provide sufficient security and watchmen to adequately ensure the safety and protection of the works, the Contractor's staff, including local labour and subcontractors, and all site plant and construction equipment required for the works.

Site Security, in conjunction with the SAPS (where necessary), shall be responsible for removal of disruptive elements, that may interrupt the progress of the contract through acts such as, but not limited to, intimidation, threats of disruption, violent disruption, or criminal and illegal activity by the local community or independent organisations or entities that may result in slowing down or partial or total stoppage of the works.

Payment for this item shall be made under Section 1, Part AB of the Bill of Quantities.

**PS.20 PERFORMANCE MONITORING OF SERVICE PROVIDERS**

The performance of service providers that have been selected to provide assistance in the provision of a municipal service, otherwise than in circumstances where Chapter 8 of the Municipal Systems Act applies, is required, by Section 116 of the Municipal Finance Management Act, to be monitored and reported on (see Cl.53 of the SCM Policy).

Appropriate key performance indicators (KPIs) for the contract must be set by the Municipality as a yardstick for measuring performance.

**PS.21 COST OF CONSTRUCTION PERMIT (REFERENCE TO CONTRACT DATA CL. 5.3.3)**

The cost of the Construction Permit shall be borne by the Contractor. The cost shall be recovered in the Bill of Quantities.

The unit measure shall be a PC SUM and a 10% mark-up is applicable.

**C3.3: STANDARD SPECIFICATIONS**

**C3.3.1** The Specifications on which this contract is based are the eThekiwini Municipality's (City of Durban) Standard Engineering Specifications (hereafter referred to as the Standard Engineering Specifications). This document is obtainable separately, and Tenderers shall obtain their own copies of the applicable Sections.

<b>Part</b>	<b>Description</b>	<b>Date of Issue</b>	
AB	General Specifications	July	1992
B	Site Clearance	March	1990
C	Concrete Work	February	1987
DA	Earthworks: Bulk	January	1985
EF	Kerbs and Haunches	July	1992
EG	Sidewalks, Footpaths and Median Areas	July	1992
F	Protection Works	July	1992
PG	Non Pressure Pipelines and Pc Culverts	July	1992

### C3.3.2 AMENDMENTS TO THE STANDARD SPECIFICATIONS

#### INTRODUCTION

In certain clauses the standard, standardized and particular specifications allow a choice to be specified in the project specifications between alternative materials or methods of construction and for additional requirements to be specified to suit a particular contract. Details of such alternative or additional requirements applicable to this contract are contained in this part of the project specifications. It also contains additional specifications required for this particular contract.

The number of each clause and each payment item in this part of the project specifications consists of the prefix PS followed by a number corresponding to the number of the relevant clause or payment item in the standard specifications. The number of a new clause or payment item, which does not form part of a clause or a payment item in the standard specifications and which is included here, is also prefixed by PS, but followed by a new number which follows on the last clause or item number used in the relevant section of the standard specifications.

PS AB	General Specifications
PS B	Site Clearance
PS C	Concrete Work
PS DA	Earthworks: Bulk
PS EF	Kerbs and Haunches
PS EG	Sidewalks, Footpaths and Median Areas
PS F	Protection Works
PS PG	Non Pressure Pipelines and Pc Culverts

#### PS.AB PRELIMINARY AND GENERAL SPECIFICATION

##### PS.AB.2 Offices for Employer's Agent and Staff

Add the following under this section:

An office with the following requirements must be provided for the Employer's Agent:

- i) A desk with minimum dimensions of 1.5m x 0.8m and a high back chair.
- ii) Min 2x plug points.
- iii) Air Conditioning.
- iv) A lockable steel filing cabinet.
- v) A whiteboard mounted on the office wall with dimensions of 1.8m x 1.2m.

For site meetings, the Contractor is to prepare a meeting area that accommodates a table and eight chairs.

##### PS.AB.7 Road Deviations and Traffic Control

###### PS.AB.7.1 Deviations

*Add the following under this section:*

- (a) Deviations required by the Contractor shall comply with the requirements of the Employer's Agent. Details shall be submitted to the Employer's Agent for approval at least two weeks in advance of the date on which it is anticipated that work on the deviation will commence.

- (b) On deviations provided in terms of (a) above, the Contractor shall ensure at all times and during all weather conditions that all temporary surfaces that are intended to carry traffic are in fact trafficable with regard to reasonable standards of safety and comfort. No additional payment shall be made to the Contractor in this regard.
- (c) Unless indicated otherwise, where two way traffic conditions exist, traffic shall be accommodated in both directions at all times.
- (d) The Contractor shall ensure that the full width of the road is available for traffic during the peak traffic periods (i.e. 07:00 - 08:30 and 16:00 to 17:30).
- (e) At all times signposting shall be as detailed in the part of this document: "Safety in Road Construction".
- (f) In accordance with the Road Traffic Act, only "new style" yellow/black traffic signs may be used at roadworks, and not the "old style" blue/red traffic signs.

**PS.AB.8 De-Establishment and Re-Establishment of Camp Site**

The Contractor is responsible for all costs associated with de-establishment and re-establishment of the camp site, as and when approved by the Employer's Agent and all additional costs related to this activity.

The unit of measurement shall be **rate only** per move and the rate shall include for all costs associated with de-establishment and re-establishment including for the provisions of PS.12 "Site Facilities Available".

**PS.B SITE CLEARANCE: FOOTPATHS**

**PS.B.17 Removal of disposal material**

A Provisional Sum (PC Sum) is included in the Schedule of Quantities to cover the costs of Removal of communal solid waste stockpiles and is inclusive of all costs including (but not limited to) labour, hauling by labour intensive methods, handling on steep terrain, loading, transport and safe disposal as per the Environmental Conservation Act 73 of 1989. Payment for the work done under this item will be made in accordance with Clause 6.6 of the General Conditions of Contract. The Contractor is to note that the steep terrain may not be conducive to the use of plant and appropriate labour intensive methods are to be allowed for.

Environmental Conservation Act 73 of 1989, waste management and disposal prohibit any person from establishing, providing or operating any disposal site without a permit issued by the Minister of Water Affairs & Forestry.

The following requirements to be met:-

- (a) Waste disposal of general rubble, tyres and communal solid waste stockpiles may not be discarded or disposed of in any other manner except at permitted landfill sites or incinerator.
- (b) The management of such waste under Intergrated Solid Waste Management has to be followed in order to control and manage a society's waste so that public health and environmental concerns and the public's desire to re-use and recycle waste material is met.
- (c) The task of waste handling (removal, collection and transportation) should be sorted before collection point.
- (d) This task should be made comparatively easier to manage when handling specifically



identifiable waste type such as tyres, general rubble and existing communal solid waste.

**PS.C CONCRETE WORKS**

**PS.C.5 Construction**

**PS.C.5.11 Placing Of Concrete**

*Add the following under this section:*

No concrete is to be placed in any excavations until this has been approved by the Employer's Agent or his representative.

**PS.C.5.12 Material Handling**

Tenderers are to note that handling of concrete to the required section on all steep areas and where plant access is not possible will be payable on this item for all labour intensive methods

**PS.DA EARTHWORKS: BULK**

**PS.DA.2 INTERPRETATIONS**

*The following shall be added to the list of definitions.*

Top of earthworks: The top of earthworks shall be defined as the underside of the subbase or selected layers under roads, the base under sidewalks and the underside of the topsoil layer under verges and embankments.

**PS.DA.8 Construction**

**PS.DA.8.3 Excavation of Material from Site**

*Add the following under this section (This clause is to be read in conjunction with Clause PS.DA.2):*

The material used for fill embankments and for the replacement of unsuitable material shall conform to the definition of "suitable material" as given in clause AB.1.

(a)

This will apply to imported fill material as well as to material excavated from site.

(b) Tenderers are reminded that the rates for excavation of material from site (DA.8.3) and imported fill (DA.8.4) include benching where applicable, and therefore the volume of soil excavated for benching purposes is not included in the earthwork quantities but must be allowed for in the relevant rates.

(c) The nature of the works may require excavation in restricted conditions. No additional payment shall be made for such excavation and the Tenderer shall therefore make due allowance in the rates for Bulk Earthworks for any additional work or hand excavation.

(d) For measurement and payment purposes, no allowance will be made for bulking or shrinkage and it shall be assumed that 1 cubic metre of excavated material from the site shall form 1 cubic metre of compacted fill. In the event of there being surplus material

encountered on site due to bulking, the Tenderer shall allow in the relevant rates for the material to be spoiled also Tenderers are to note that stockpile, material handling and maintaining on all steep areas and where plant access is not possible will be payable on this item for all labour intensive methods. Similarly, should the material shrink the Tenderer shall allow for the importation of material.

- (e) Blasting shall not be carried out without the previous consent of the Employer's Agent. The consent will not be given where in the opinion of the Employer's Agent blasting may give rise to unnecessary risk of damage to surrounding property, and other means of excavation are available to the Contractor. Where consent to blasting is given, such consent shall in no way relieve the Contractor of any liabilities under the contract. The Contractor shall conform to all Government regulations in regard to blasting, handling and storage of explosives.

#### **PS.DA.8 Measurement and Payment**

*Add the following under this section (This clause is to be read in conjunction with Clause PS.DA.5.2):*

##### **PS.DA.8.1 Stockpile and Material Handling**

Tenderers are to note that stockpile, material handling and maintaining on all steep areas and where plant access is not possible will be payable on this item for all labour intensive methods.

Cut material suitable for fill, shall be placed directly into fill without being stockpiled. If this is not possible, the Tenderer shall include in the bulk earthworks rates, any costs that he would incur in stockpiling and subsequent rehandling of material.

##### **PS.DA.8.3 Excavate material**

*Add the following under this section:*

Notwithstanding the requirements of Clause DA.8.10 no additional payment shall be made for overhaul.

*Add the following new clauses:*

##### **PS DA 8.11 Rip and recompact insitu subgrade material to DN 3.7 – 5.7 density, TRH 14 classification for G5**

The compaction of the layer shall be measured by means of a Dynamic Cone Penetrometer (DCP) and the compacted layer shall have an insitu density such that when tested, the DCP classification for a TRH 14 material code G5, is met and the DCP DN range shall be between 3.7 – 5.7 (highlighted in Table 8.11.1).

The table below provides a guideline to the various TRH 14 material classifications, their DN range and typical DN values that can be achieved.

**TABLE 8.11.1 DCP CLASSIFICATION**

TRH 14 G Classification	DCP Design Range		Typical Value
	Min	Max	
1	0.1	1.499	1.2
2	1.4	1.799	1.6
3	1.8	1.999	1.9
4	2	3.699	2.85
<b>5</b>	<b>3.7</b>	<b>5.699</b>	<b>4.7</b>

**PS.DB EARTHWORKS FOR PIPE TRENCHES****PS.DB.8 Construction****PS.DB.8.19 Excavation and Backfilling – Existing Services**

The Tenderer's attention is drawn to the presence of existing services in the area. The Contractor may find it impractical to use mechanical plant for excavation on some portions of the works due to conditions caused by the presence of these services.

The Tenderer's attention is further drawn to the fact that his rates for excavation and backfilling must include for all costs associated with working around these existing services and their protection and accommodation, as no claim for extra payment will be accepted for increased working space or for the inability to use plant in any circumstances.

**PS.DB.8.19.1 General**

*Add the following under paragraph (a) of this section:*

All trenches with a depth exceeding 1.5m shall be fully shored and the contractor is to include for this in his rates. Details of the proposed shoring shall be supplied to the Employer's Agent at least two weeks before the operation commences. During the backfilling, the sides of the trench including the road/footpath layers above any over-excavated sections shall be cut back to a point behind the over-excavation.

The cutting back of the trench sides shall be to the Contractor's account and payment for the excavation through road hardening, and reinstatement shall be based on the widths given in clause DB.8.3.3.

Further to and notwithstanding the requirements of the Departmental Specification, Part DB, the following requirements in respect of trench excavation, backfilling and reinstatement shall be adhered to:

- 1) It is considered that portion of the excavated material will not comply with the specification for material suitable for backfilling. It will be the Contractor's responsibility to use selective methods of excavation to ensure that this unsuitable material does not contaminate other materials suitable for reuse.
- 2) It is anticipated that a portion of the material excavated for trenches in existing natural ground is likely to be classified as "Rock" in terms of Part DB of the Departmental Technical Specification, and that blasting methods will be employed to facilitate excavation. Tenderers are to note that the unit of measurement shall be the linear metre (m), and that the rate tendered shall be inclusive of all work or operations necessary to drill, blast, excavate, backfill, spoil or stockpile the material.
- 3) Where the Contractor chooses to trench by open excavation e.g. battering sides of the trenches, this over-excavation shall not be backfilled with unsuitable excavated material but shall be backfilled with the same imported material as used for the pay-width of the trench. Payment for the imported backfill shall be limited to the pay-width of the trench only and the Contractor shall allow in his rates for any extra backfill material that may be required as a result of over-excavating.
- 4) Notwithstanding the method of trench excavation adopted by the Contractor, the restriction on the maximum trench width as defined in specification Clause DB.6.1 - must be strictly

adhered to. Should the Contractor over-excavate the trench then he will be responsible for increasing the pipe strength and / or bedding class to be used, all to his cost.

The measurements for excavation shall be the total through-length along the centre-line of a pipeline measured HORIZONTALLY with deductions for manholes. In addition, trench depth will be measured vertically on the centre-line of the pipeline from the existing ground level to the invert level.

#### **PS.DB.8.19 Compaction**

Further to Clause DB.8.19, Tenderers are to note that in all cases the compaction of the trench bottom and the trench backfill shall be to 95% Mod. A.A.S.H.T.O. An extra-over item has not been included in the Bill of Quantities and tenderers shall include for these costs under the relevant excavate and backfill items.

#### **PS.DA.8 Measurement and Payment**

*Add the following under this section:*

#### **PS.DB.8.4 Restricted Excavation**

The nature of the trench excavations are such that a considerable amount of the excavation shall be in restricted conditions. **No** additional payment shall be made for such excavation and the Tenderer shall therefore make due allowance in the rates for any additional work or hand excavation.

*All items above must be read in conjunction with all clauses shown in the Bill of Quantities.*

#### **PS.EF KERBS AND HAUNCHES**

#### **PS.EF.8 Materials**

#### **PS.EF.8.1 FIGURE 6 KERBS**

The materials required for the full construction of the kerb and haunches shall comply with the relative SABS standards.

The rates shall be measured in **metres (m)**. The rate shall cover the supply, lay and transport of suitable and approved precast kerbs from the supplier, materials, excavation, preparation and construction of the kerbs fully as detailed on the drawings.

*Add the following new clause:*

Due to the numerous proprietary brands of precast kerbs, each with their particular design parameters, this office has provided the design based on the "Figure 6 precast kerbs" which have the following technical requirements:-

- (e) The kerbs shall be precast kerbs and placed on 20mm mortar with haunching at the back as detailed on the drawings. All aggregates and the concrete in general, shall conform to the requirements of Part C: Concrete of the Standard Engineering Specification.
- (f) The precast kerb shall be complying with the requirements of SANS 927:2006 which requires a minimum individual failure load of 6.4KN and an average failure load (transverse strength) of 8KN.

- (g) The Engineer and any person authorised by him shall at all times have access to the works and to the pre-casting yard.
- (h) The kerbs shall be delivered to site in such a manner that they do not become damaged. Any damaged, cracked, or kerbs with any other defects shall be rejected by the Engineer's representative.

The unit of measure shall be metre (m) and the rate shall include for the supply and lay of the kerbs. Tenderers are to note that handling of kerbs to the required section on all steep areas and where plant access is not possible will be payable on this item for all labour intensive methods

## **PS.EG SIDEWALKS, FOOTPATHS AND MEDIAN AREAS**

### **PS.EG.13 Materials**

#### **PS.EF.13.1 PRECAST STEPS**

The materials required for the full construction of the precast steps shall comply with the relative SABS standards.

The rates shall be measured in number (no.). The rate shall cover the supply, lay and transport of suitable and approved precast concrete "Bass" type steps from the supplier, materials, excavation, preparation and construction of the steps fully as detailed on the drawings.

*Add the following new clause:*

Due to the numerous proprietary brands of precast "Bass" type steps, each with their particular design parameters, this office has provided the design based on the " precast bass type" which have the following technical requirements:-

- (i) The steps shall be precast "Bass" type and placed on 75mm 20/13 MPA bedding as detailed on the drawings. All aggregates and the concrete in general, shall conform to the requirements of Part C: Concrete of the Standard Engineering Specification.
- (j) The precast steps shall be comply with the requirements of SANS 927:2006.
- (k) The Engineer and any person authorised by him shall at all times have access to the works and to the pre-casting yard.
- (l) The steps shall be delivered to site in such a manner that they do not become damaged. Any damaged, cracked, or steps with any other defects shall be rejected by the Engineer's representative.
- (m) The rehabilitation/resetting of existing steps will require the removal of the steps, trimming of excess old concrete from the steps, trimming of the existing ground and placing of the step in a 75mm thick Grade 20/13 concrete bed. The side slopes will be filled with G9 material and shaped and compacted to 93% Mod.A.A.S.H.T.O. at a slope of 1:1.5.

The unit of measure shall be number (no.) and the rate shall include for the supply, where necessary, and lay of the steps. Tenderers are to note that handling of steps to the required section on all steep areas and where plant access is not possible will be payable on this item for all labour intensive methods

**PS.F PROTECTION WORKS****PS.F.3 Materials****PS.F.3.7 Interlocking Earth Retaining Systems**

Approved Geolok® or equivalent interlocking earth retaining system as detailed in the Drawings and as directed by Employer's Agent on site. The materials required for the full construction of the retaining wall shall comply with the relative SABS standards.

The rates shall be measured in **square metres (m<sup>2</sup>)** of slope area. The rate shall cover the supply and transport of suitable and approved retaining blocks, materials, excavation, preparation and construction of the retaining wall fully as detailed on the drawings.

*Add the following new clause:*

Due to the numerous proprietary brands of gravity earth retaining systems, each with their particular design parameters, this office has provided the design based on the "Geolok®" retaining blocks which have the following technical requirements:-

- (n) The blocks shall be cast in concrete with a minimum 28 days cube strength of 20 MPa. All aggregates and the concrete in general, shall conform to the requirements of Part C: Concrete of the Standard Engineering Specification.
- (o) The block shall be of the "closed back" type.
- (p) The proposed blocks shall have a unit mass equivalent to that as set out below:

Wall Height	Block	Block Mass	Equivalent Unit Mass Requirements
0m to 2m	Geolok 300	+37kg	470 kg/m <sup>2</sup>
Over 2m	Geolok 400	+47kg	700 kg/m <sup>2</sup>
Walls =>70°	Goelok 500	+57kg	900 kg/m <sup>2</sup>

- (q) The block shall be able to resist sliding shear of 9.80 kN per linear metre by means of a shear nib cast monolithic with the block.
- (r) The Engineer and any person authorised by him shall at all times have access to the works and to the pre-casting yard.
- s
- (s) The blocks shall be delivered to site in such a manner that they do not become damaged. Any damaged, cracked, or blocks with any other defects shall be rejected by the Engineer's representative.
- (t) The unit of measure shall be **square metre (m<sup>2</sup>)** and the rate shall include for the supply and installation of the blocks.

Should the contractor wish to use an alternative brand of Gravity Earth Retaining System. The technical requirements of the chosen brand must be equal to or exceed the requirements of Geolok® blocks and be approved by the engineer

**PS.F.8 Measurement and Payment**

*Add the following new clauses (This clause is to be read in conjunction with Clause PS.F.3):*

**PS.F.8.9 Geolok® Blocks**

Taking cognisance of clause PS.F.3.7, the unit of measure shall be **square metre (m<sup>2</sup>)** and the rate shall include for the supply and installation of Geolok® Blocks or similar approved and Concrete works. Foundation is to be as per wall design specifications on drawings. First two rows of blocks to be filled with 15MPA concrete. Top row of blocks shall also be infilled with 15MPA Concrete.

Tenderers are to note that handling of materials to the required section on all steep areas and where plant access is not possible, will be included in the rate tendered on this item for all labour intensive methods

*Add the following new clause:*

**PS.F.8.10 Soilcrete**

The unit of measurement shall be **cubic metre (m<sup>3</sup>)** and the rate shall include for the supply of G7-G9 Gravel from commercial sources and the stabilising agent (Cement or Lime). The rate is to also include for the mixing of the stabilised material to achieve a minimum UCS (Unconfined Compressive Strength) of 2 Mpa and the construction of the backfill behind the walls and the filling inside the blocks.

*Add the following new clause:*

**PS.F.8.11 Drainage for Retaining Blocks**

Drainage will be controlled by the construction of no fines blocks as per the detail drawings at 2m c/c – Staggered.

This item should be included in the m2 rate of the gravity retaining wall.

**PS.F.8.12 Weepholes in Brick Retaining Walls**

Weepholes consisting of 50mm diameter PVC pipes are to be provided at 2000mm centres horizontally and 2000mm centres vertically. Weepholes are to be backed by a 300x300x300mm no fines concrete block.

This item should be included in the m2 rate of the gravity retaining wall.

### **C3.4: PARTICULAR SPECIFICATIONS**

In addition to the Standardized and Project Specifications the following Particular Specifications / Policies shall apply to this contract:

C3.4.1 Part AH - OHSA 1993 Safety Specification  
(26 Pages)

C3.4.2 Standard Environmental Management Plan for Civil Engineering Construction Works  
(24 Pages)

Tenderer is to be fully conversant with the requirements of the EMP's in ensuring compliance. The tendered rates under Part AA Preliminaries are to include for the costs thereof.

C3.4.3 Targeted Procurement Policies

- Targeted Procurement Policy;
- Participation and Conditions Pertaining to Targeted Procurement;
- Code of Conduct;
- The Use of CLOs and Local Labour.



### **C3.5: CONTRACT AND STANDARD DRAWINGS**

#### **C3.5.1 CONTRACT DRAWINGS / DETAILS**

<b>Drwg No.</b>	<b>Description</b>	<b>Date of Issue</b>
S29 2022-10-GA01	General arrangement	February 2024
S29 2022-10-LS01	Long sections	February 2024
S29 2022-10-LS02	Long sections	February 2024
S29 2022-10-TP01	Typical details	February 2024

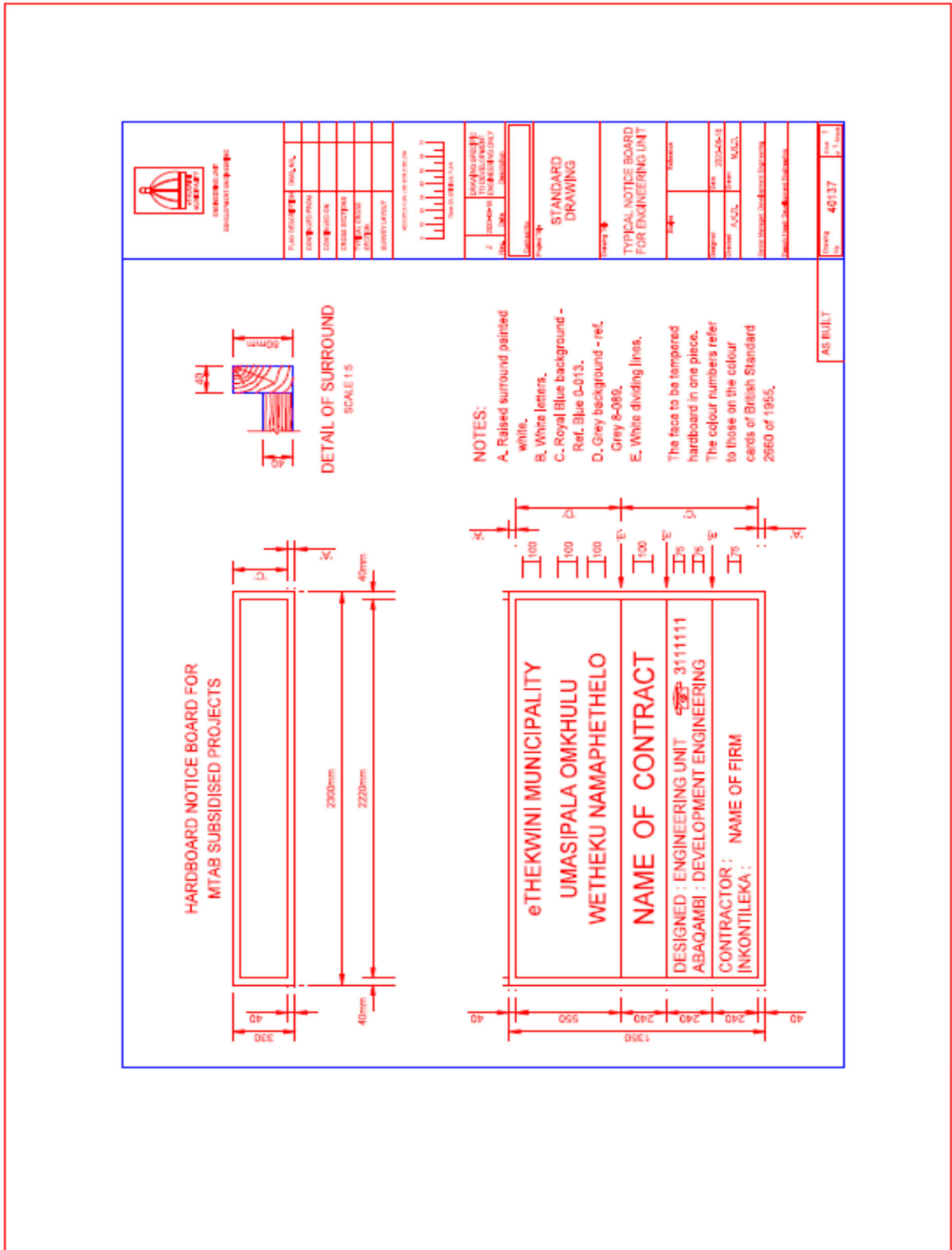
#### **C3.5.2 STANDARD DRAWINGS**

The Standard Drawings to which these Standard Engineering Specifications refer are listed below.

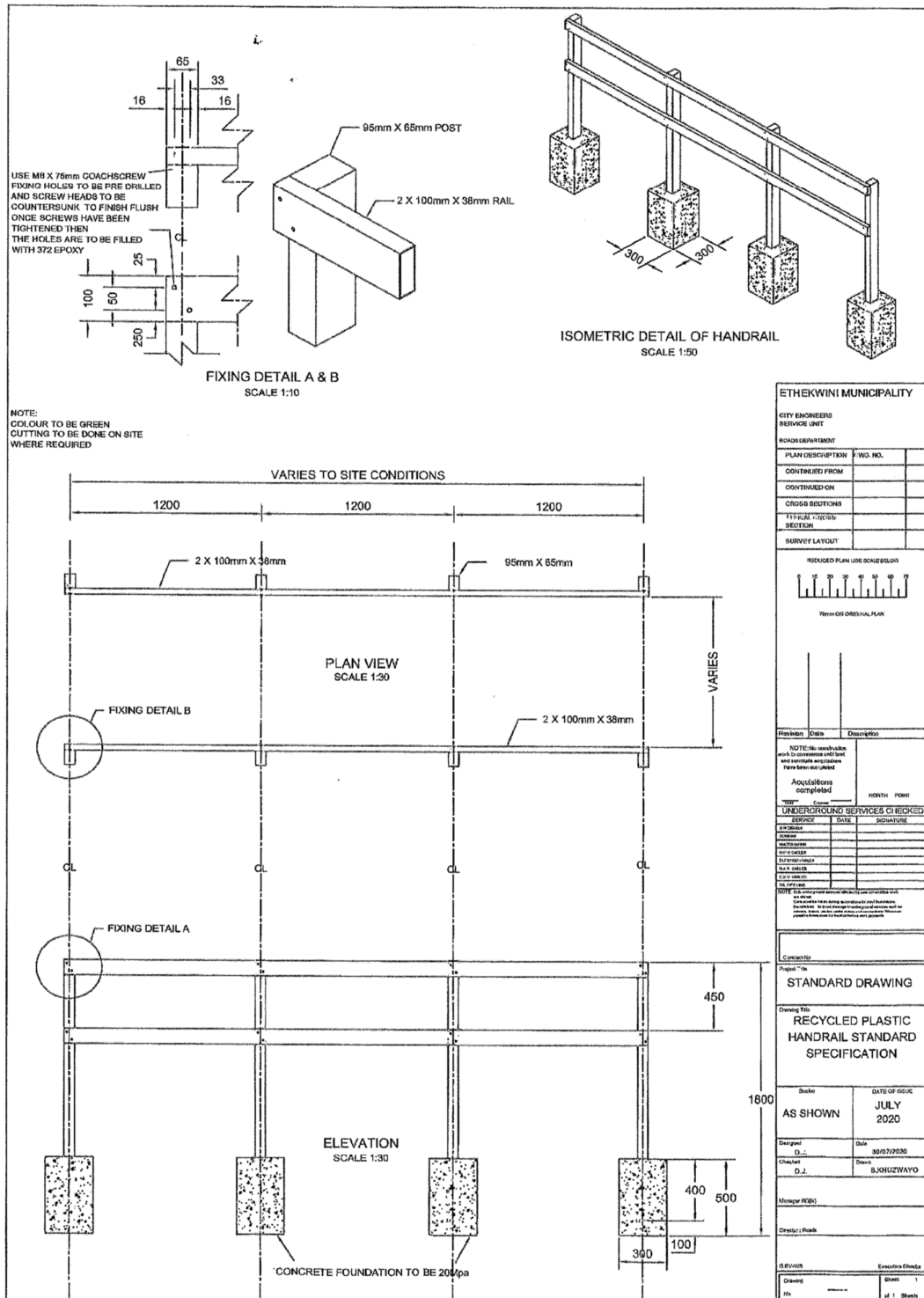
<b>Dwg No</b>	<b>Description</b>	<b>Date of Issue</b>	
38570	Ring Manholes	February	1990
38571	Brick Manhole Details	February	1990
38572	Stormwater Inlet Details	February	1990
38573	Stormwater Inlet Special Details	February	1990
38574	Sewer Manholes: Ramp, Backdrop and Channelling Details	February	1990
38575	Sub-Soil Drain, Pipe Bedding and Pipe Protection Details	February	1990
38576	Headwall Details	February	1990
38577	Kerbing Details	February	1990
38578	Concrete Median Barriers	February	1990
38579	Vehicular and Pedestrian Scoops	February	1990
38580	Concrete Bollard and Steel Guard Rail	February	1990
38581	Retaining Wall, PC Steps, Staircase, Cable Ducts and Headwalls	February	1990
38582	Precast Concrete Fencing and Aluminium Gates	February	1990
38583	Wire Mesh Fence and Gate Details	February	1990
38584	Standard Hydrant Thrust Blocks and Trenches	February	1990
38585	Water Connections, Pipework and Fittings	February	1990
38586	DP & TC Manholes - Rectangular	February	1990
38587	DP & TC Manholes - "L" Shaped	February	1990
38588	DP & TC Manholes - "T" Shaped	February	1990
38589	DP & TC Cable Ducts and Junction Box Details	February	1990
43120	Typical Details of Grid Inlets	February	1990

**C3.6: ANNEXURES**

**C3.6.1 Notice Board (NTS)**



3.6.2 Recycled Plastic Handrails and Posts (NTS)



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**PART C4: SITE INFORMATION****C4.1 LOCALITY PLAN**

Contractor will be taken to site prior to tender closing

**C4.2 CONDITIONS ON SITE****C4.2.2 BOUNDARIES OF THE SITE**

Each individual section of the work is typically a discrete location at the proposed location of the works, depending on the individual circumstances. Working conditions on each site are typically restrictive in nature with limited opportunity for laydown areas and the like.

If the Contractor chooses to establish a centralized camp, it is noted that this does not form part of the Site in terms of the conditions of contract.

**C4.2.3 ACCESS TO THE SITE**

Access to the individual sites is expected to vary significantly. Some of the sites will be adjacent to normal public roads with easy access for delivery of materials etc. Other sites will be found in extremely congested locations with no practical access other than manual transportation, potentially over fairly significant distances.

It is usually possible to negotiate with the local community regarding access matters, but it is explicitly noted that some sites may be extremely awkward to access. It is noted that there can be significant health and safety concerns with respect to illegal (and therefore sub-standard and dangerous) electricity connections, a matter that must also be negotiated by the Contractor and local community where necessary from an access perspective.

**C4.2.4 COMMUNITY CONSTRAINTS**

Each Site will be subject to complexities relating to the involvement of the local communities. Some communities may be hostile to the works and some communities may be obstructive to the contractor's activities.

The project process will require the Contractor to appoint a Community Liaison Office (CLO) to assist the Contractor in dealing with the local community and will also liaise with the local political structures as may be required.

The CLO will also assist the Contractor in obtaining local labour. Despite these project processes, the Contractor may find his activities obstructed for undefined durations on particular Sites due to unforeseen community issues that arise. These matters will not be additional costs under the conditions of contract.

**C4.3 TEST RESULTS**

There are no specific test results.