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## PART T1: TENDERING PROCEDURES

### T1.1.1: TENDER NOTICE AND INVITATION TO TENDER

Tenders are hereby invited for the works to UPGRADE OF TRK 95006 FROM GRAVEL TO ASPHALT IN WARD 04, FREDVILLE AREA OUTER WEST. The approximate length of the works to be undertaken is 330m. Works comprises of earthworks, concrete works, stormwater drainage and protection works.

Subject	Description	Tender Data
<b>Employer</b>	The Employer is the eThekweni Municipality as represented by: <b>Deputy Head: Roads Provision</b>	C.1.1.1
<b>Tender Documents</b>	Documentation is to be downloaded from the <b>National Treasury's eTenders website</b> or the <b>eThekweni Municipality Website</b> : <ul style="list-style-type: none"> <li>• <a href="https://www.etenders.gov.za/">https://www.etenders.gov.za/</a></li> <li>• <a href="https://www.durban.gov.za/pages/business/procurement">https://www.durban.gov.za/pages/business/procurement</a></li> </ul>	C.1.2
<b>CIDB Eligibility</b>	It is <u>estimated</u> that Tenderers should have a CIDB contractor grading designation of 3 CE (or higher).	C.2.1.2
<b>Meeting Type</b>	Compulsory Clarification Meeting	C.2.7
<b>Meeting Details</b>	At number 15 Hospital Road, Hillcrest (corner of Delamore Road and Hospital Road) on 29 June 2026 at 10:00 am with site visit thereafter	C.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: Name: Tshimanga Tshiteya Tel: 031 322 5992 eMail: Tshimanga.Tshiteya@durban.gov.za	C.1.4
<b>Submitting a Tender Offer</b>	The Tender Offer (hard copy) shall be delivered to:  The Tender Box in the foyer of the Municipal Building, 166 KE Masinga Road, Durban  An <b>electronic submission</b> , via the eThekweni Municipality <b>JDE System (ESP Module)</b> , is also to be made. Refer to Part T1.1.2 and Tender Data: C.2.13. Notwithstanding the <b>electronic submission</b> , a tender offer will only be deemed valid if the "hard copy" submission has been made.	C.2.13
<b>Closing Time</b>	The Tender Offer (hard copy) shall be delivered, and the electronic submission completed, both on or before <b>10/07/2026</b> , at or before 11h00.	C.2.15
<b>Evaluation of Tender Offers</b>	<b>The 80/20 Price Preference Point System</b> , as specified in the <b>SCM Policy: Section 52: Preferential Procurement</b> will be applied in the evaluation of tenders. <b>Tender Data: C.3.11: Evaluation of Tender Offers</b> details the awarding of Preference Points, and other related evaluation requirements.	C.3.11

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

#### CIDB B.U.I.L.D. Programme Standards

Standard for Indirect Targeting for Enterprise Development through Construction Works Contracts	<b>Not Applicable</b>
Standard for Developing Skills through Infrastructure Contracts	<b>Not Applicable</b>

## **T1.1.2: NOTES TO TENDERERS**

**These “Notes to Tenderers” are intended to provide guidance regarding tendering obligations and requirements.**

**Compliance requirements are stated in the relevant parts of the Tender Data: T1.2.**

### **GENERAL**

- 1) The words BID, TENDER, QUOTATION, and REQUEST FOR QUOTATION (RFQ) are interchangeable throughout this procurement document.
- 2) **JDE-ESP Module** refers to the Supplier Self Service module on the eThekwini Municipality JDE System. Refer to Part T1.1.2.

### **eThekwini Supply Chain Management Policy (SCMP)**

The requirements as stated in the Employer’s SCM Policy include, but are not limited to, the following:

#### **1) Section 14(4): ETM Supplier Database**

The eThekwini Supply Chain Management Policy requires suppliers/ service providers/ contractors to be registered on the **eThekwini Municipality’s Supplier Portal**.

In the event of the Tenderer not being registered on the eThekwini Municipality’s Supplier Portal, 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 Database.

The following is to be noted:

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

#### **2) Section 20(1)(d)(i): Audited Financial Statements**

Audited Financial Statements are required to be submitted if the value of the tender offer exceeds R10 million (incl. VAT). See **Returnable Form: MBD 5** and **Returnable Form: Contracts awarded by Organs of State** in the past 5 years.

#### **3) Section 20(1)(d)(iii): Contracts Awarded during the past 5 Years**

Tenderers are to include with their submission a listing of any contracts awarded to the Tenderer during the past 5 years, including particulars of any material non-compliance or dispute concerning the execution of the contracts. Tenderers are referred to **Returnable Form: MBD 5**

#### **4) Section 13.1(b)(vii), 20(1)(d)(ii), 28.2(d), 29.6(a), 38.1(d), and 29.14: Municipal Rates and Taxes (Fees)**

Tenderers are to refer to **Returnable Form: Declaration of Municipal Fees** to certify that they have no undisputed commitments for municipal services towards any municipality. Prior to an award, a Tenderer’s municipal rates and taxes cannot be in arrears. Should a Tenderer be in arrears with respect to municipal services and has formalised an agreement with the respective municipality to offset the arrears, the agreement must be in place at time of tender closing.

**5) Section 21.2: Tender Validity**

Tenders are to remain valid for twelve (12) months after the expiry of the **original tender validity period** as stated in the **Tender Data**, unless the Municipality is notified, in writing, of anything to the contrary.

The eThekweni Municipality reserves the right to request confirmation from Tenderers of tender validity at any time during the twelve (12) month period.

**6) Section 28(2)(d), Section 28(2)(h) and Section use 29(12): Certifications and Registrations**

CIDB Registration and Status, B-BBEE Certificates, and Tax Compliance Status PINs must be valid at the time of tender closing, and before final award.

The Tenderer's Tax Compliance Status, CIDB Registration and Status (if required), and B-BBEE Level Status (if required), will be verified using the National Treasury Central Supplier Database (CSD). Tenderers are referred to **Returnable Form: Compulsory Enterprise Questionnaire**.

It is the Tenderer's responsibility to ensure that their data on the CSD is kept updated and correctly reflects the status of the tendering entity.

**7) Section 28(2)(f), and 52.5.13: Joint Ventures (JV)**

Each party of a JV must submit separate Tax Compliance Status PINs. Unless otherwise stated, the requirements for a single entity submission in terms of documentation requirements, will apply to each member of a JV making a submission.

As proof that a JV has been formalised, or that the parties to the JV agree to formalise the JV should they be successful in being recommended for the award of this tender, Tenderers are referred to **Returnable Form: Joint Venture Agreements**.

**8) Section 49.1.2: Complaints and Objections (Appeals)**

A non-refundable tariff, as per the approved Council tariffs, is payable by the Complainant to the Municipality. Proof of the payment of the Fee must be attached to the complaint.

**CIDB****Regulation 25(8)**

- 9) It should be noted that this contract, unless otherwise stated, 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.

Tenderers are referred to **CIDB Inform Practice Note #32: "Application of the Potentially Emerging (PE) Status"**.

**B.U.I.L.D. Programme**

- 10) A programme to accelerate transformation in the construction industry, increase the capacity of the construction industry to deliver infrastructure and support the growth of emerging contractors, was launched on 14 March 2024 by the Deputy Minister of Public Works and Infrastructure and the Construction Industry Development Board.

Details of the B.U.I.L.D. Programme were published in a Government Gazette in 2020 (GG 43726) and B.U.I.L.D. has gradually been phased in at various levels of government and the private sector. The CIDB, a public entity with the mandate to promote improved performance in construction, oversees the programme and manages the B.U.I.L.D Fund.

The B.U.I.L.D programme determines that public sector entities which implement construction projects, that meet certain minimum requirements, must include developmental goals to the deliverables defined in the tenders. If applicable, Contractors are required to include these goals in the plans and pricing when they submit their tender bids.



5) **Tender documentation**

By accessing the **JDE System** (using <https://rfq.durban.gov.za/>) and viewing any available Tenders, prospective Service Providers will be able to download the relevant Tender documentation.

The Tender documentation consists of the **TENDER** and **CONTRACT Parts**, as described in the INDEX, and will include any drawings and other information (if applicable). Referred to, or included in the documentation, are the **Standard Conditions of Tender (and associated Tender Data)**, and the **Conditions of Contract (and associated Contract Data)** which will govern the tendering and contract processes respectively.

6) **Submission of tender offers**

Reference is to be made to the **Tender Data: C.2.13** that specifies compliance requirements.

Should the **Tender Offer** be required in “**hard copy**” format, the submission is to be delivered to the Delivery Location as stated in the **Tender Data**.

In addition to the above, **Tender Offers are also to be SUBMITTED ELECTRONICALLY** (uploaded) on the eThekweni Municipality JDE System (Supplier Self Service (JDE-ESP) Module). Notwithstanding the **electronic submission**, a tender offer will only be deemed valid if the “hard copy” submission has been made. The “hard copy” submission will be deemed to be the ruling version.

Bidders are responsible for resolving all access rights and submission queries on the JDE System before the tender closing date/ time, as stated in the **Tender Data: C.2.15**.

7) **Viewing the Tender opening schedule**

Users on the **JDE System** will be able to view the **Tender Opening Schedule** for each closed Tender. The tender opening schedule will also be made available on the eThekweni Municipal website at URL: <https://www.durban.gov.za/pages/business/publication-of-received-bids>

## 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 C** of the CIDB Standard for Uniformity in Construction Procurement as published in Government Gazette No 42622, Board Notice 423 of 8 August 2019, as duplicated below.

The Standard Conditions of Tender make several references to the **Tender Data** for details that apply specifically to this tender. The **Tender Data** (T1.2.2) shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender.

### Annex C

## Standard Conditions of Tender

#### C.1 General

##### C.1.1 Actions

C.1.1.1 The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in C.2 and C.3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.

C.1.1.2 The employer and the tenderer and all their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderers shall declare any potential conflict of interest in their tender submissions. Employees, agents and advisors of the employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.

*Note:*

*1) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.*

*2) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.*

C.1.1.3 The employer shall not seek, and a tenderer shall not submit a tender, without having a firm intention and the capacity to proceed with the contract.

##### C.1.2 Tender Documents

The documents issued by the employer for the purpose of a tender offer are listed in the **Tender Data**.

##### C.1.3 Interpretation

C.1.3.1 The **Tender Data** and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.

C.1.3.2 These conditions of tender, the **Tender Data** and tender schedules which are required for tender evaluation purposes, shall form part of any contract arising from the invitation to tender.

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

- a) **conflict of interest** means any situation in which:
  - i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfil his or her duties impartially;
  - ii) an individual or tenderer is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
  - iii) incompatibility or contradictory interests exist between an employee and the tenderer who employs that employee.
- b) **comparative offer** means the price after the factors of a non-firm price and all unconditional **discounts** it can be utilised to have been taken into consideration;
- c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process;
- d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels;

#### C.1.4 Communication and employer's agent

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

#### C.1.5 Cancellation and Re-Invitation of Tenders

C.1.5.1 An employer may, prior to the award of the tender, cancel a tender if-

- a) due to changed circumstances, there is no longer a need for the engineering and construction works specified in the invitation;
- b) funds are no longer available to cover the total envisaged expenditure;

- c) no acceptable tenders are received;
- d) there is a material irregularity in the tender process.

C.1.5.2 The decision to cancel a tender invitation must be published in the same manner in which the *original* tender invitation was advertised.

C.1.5.3 An employer may only with the prior approval of the relevant treasury cancel a tender invitation for the second time.

#### C.1.6 Procurement procedures

##### C.1.6.1 General

Unless otherwise stated in the **Tender Data**, a contract will, subject to C.3.13, be concluded with the tenderer who in terms of C.3.11 is the highest ranked or the tenderer scoring the highest number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders.

##### C.1.6.2 Competitive negotiation procedure

C.1.6.2.1 Where the **Tender Data** require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of C.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of C.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

C.1.6.2.2 All responsive tenderers or at least a minimum of not less than three responsive tenderers that are highest ranked in terms of the evaluation criteria stated in the **Tender Data** shall be invited to enter into competitive negotiations based on the principle of equal treatment, keeping confidential the proposed solutions and associated information.

Notwithstanding the provisions of C.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or

<p>distort competition or have a discriminatory effect.</p>	<p>which formed part of the qualifying requirements used by the employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the employer's written approval to do so prior to the closing time for tenders.</p>
<p>C.1.6.2.3 At the conclusion of each round of negotiations, tenderers shall be invited by the employer to revise their tender offer based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.</p>	<p><b>C.2.2 Cost of tendering</b></p>
<p>C.1.6.2.4 The contract shall be awarded in accordance with the provisions of C.3.11 and C.3.13 after tenderers have been requested to submit their best and final offer.</p>	<p>C.2.2.1 Accept that, unless otherwise stated in the <b>Tender Data</b>, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.</p>
<p><b>C.1.6.3 Proposal procedure using the two stage-system</b></p>	<p>C.2.2.2 The cost of the tender documents charged by the employer shall be limited to the actual cost incurred by the employer for printing the documents. Employers must attempt to make available the tender documents on its website so as not to incur any costs pertaining to the printing of the tender documents.</p>
<p><b>C.1.6.3.1 Option 1</b></p>	<p><b>C.2.3 Check documents</b></p>
<p>Tenderers shall in the first stage submit technical proposals and, if required, cost parameters around which a contract may be negotiated. The employer shall evaluate each responsive submission in terms of the method of evaluation stated in the <b>Tender Data</b>, and in the second stage negotiate a contract with the tenderer scoring the highest number of evaluation points and award the contract in terms of these conditions of tender.</p>	<p>Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.</p>
<p><b>C.1.6.3.2 Option 2</b></p>	<p><b>C.2.4 Confidentiality and copyright of documents</b></p>
<p>C.1.6.3.2.1 Tenderers shall submit in the first stage only technical proposals. The employer shall invite all responsive tenderers to submit tender offers in the second stage, following the issuing of procurement documents.</p>	<p>Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.</p>
<p>C.1.6.3.2.2 The employer shall evaluate tenders received during the second stage, in terms of the method of evaluation stated in the <b>Tender Data</b>, and award the contract in terms of these conditions of tender.</p>	<p><b>C.2.5 Reference documents</b></p>
<p><b>C.2 Tenderer's obligations</b></p>	<p>Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.</p>
<p><b>C.2.1 Eligibility</b></p>	<p><b>C.2.6 Acknowledge addenda</b></p>
<p>C.2.1.1 Submit a tender offer only if the tenderer satisfies the criteria stated in the <b>Tender Data</b> and the tenderer, or any of his principals, is not under any restriction to do business with employer.</p>	<p>Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary apply for an extension to the closing time stated in the <b>Tender Data</b>, in order to take the addenda into account.</p>
<p>C.2.1.2 Notify the employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria</p>	

**C.2.7 Clarification meeting**

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

**C.2.8 Seek clarification**

Request clarification of the tender documents, if necessary, by notifying the employer at least five (5) working days before the closing time stated in the **Tender Data**.

**C.2.9 Insurance**

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

**C.2.10 Pricing the tender offer**

C.2.10.1 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable fourteen (14) days before the closing time stated in the **Tender Data**.

C.2.10.2 Show VAT payable by the employer separately as an addition to the tendered total of the prices.

C.2.10.3 Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the **Contract Data**.

C.2.10.4 State the rates and prices in Rand unless instructed otherwise in the **Tender Data**. The conditions of contract identified in the **Contract Data** may provide for part payment in other currencies.

**C.2.11 Alterations to documents**

Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the

tenderer. All signatories to the tender offer shall initial all such alterations.

**C.2.12 Alternative tender offers**

C.2.12.1 Unless otherwise stated in the **Tender Data**, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.

C.2.12.2 Accept that an alternative tender offer must be based only on the criteria stated in the **Tender Data** or criteria otherwise acceptable to the employer.

C.2.12.3 An alternative tender offer must only be considered if the main tender offer is the winning tender.

**C.2.13 Submitting a tender offer**

C.2.13.1 Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works identified in the **Contract Data** and described in the scope of works, unless stated otherwise in the **Tender Data**.

C.2.13.2 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.

C.2.13.3 Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the **Tender Data**, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.

C.2.13.4 Sign the original and all copies of the tender offer where required in terms of the **Tender Data**. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.

C.2.13.5 Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the **Tender Data**, as well as the tenderer's name and contact address.

C.2.13.6 Where a two-envelope system is required in terms of the **Tender Data**, place and seal the returnable documents listed in the **Tender Data** in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the **Tender Data**, as well as the tenderer's name and contact address.

C.2.13.7 Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the **Tender Data**.

C.2.13.8 Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.

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

**C.2.14 Information and data to be completed in all respects**

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

**C.2.15 Closing time**

C.2.15.1 Ensure that the employer receives the tender offer at the address specified in the **Tender Data** not later than the closing time stated in the **Tender Data**. Accept that proof of posting shall not be accepted as proof of delivery.

C.2.15.2 Accept that, if the employer extends the closing time stated in the **Tender Data** for any reason,

the requirements of these conditions of tender apply equally to the extended deadline.

**C.2.16 Tender offer validity**

C.2.16.1 Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the **Tender Data** after the closing time stated in the **Tender Data**.

C.2.16.2 If requested by the employer, consider extending the validity period stated in the **Tender Data** for an agreed additional period with or without any conditions attached to such extension.

C.2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted. If the validity period stated in C.2.16 lapses before the employer evaluating tender, the contractor reserves the right to review the price based on Consumer Price Index (CPI).

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

**C.2.17 Clarification of tender offer after submission**

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

*Note: Sub-clause C.2.17 does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the Employer elect to do so.*

**C.2.18 Provide other material**

C.2.18.1 Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including

<p>notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment.</p> <p>Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.</p>	<p>C.3.1.2 Consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to prequalify a tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence:</p> <ol style="list-style-type: none"> <li>a) an individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements;</li> <li>b) the new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or</li> <li>c) in the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process.</li> </ol>
<p>C.2.18.2 Dispose of samples of materials provided for evaluation by the employer, where required.</p>	
<p><b>C.2.19 Inspections, tests and analysis</b></p> <p>Provide access during working hours to premises for inspections, tests and analysis as provided for in the <b>Tender Data</b>.</p>	
<p><b>C.2.20 Submit securities, bonds and policies</b></p> <p>If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the <b>Contract Data</b>.</p>	<p><b>C.3.2 Issue Addenda</b></p> <p>If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until three (3) working days before the tender closing time stated in the <b>Tender Data</b>. If, as a result a tenderer applies for an extension to the closing time stated in the <b>Tender Data</b>, the Employer may grant such extension and, shall then notify all tenderers who collected tender documents.</p>
<p><b>C.2.21 Check final draft</b></p> <p>Check the final draft of the contract provided by the employer within the time available for the employer to issue the contract.</p>	
<p><b>C.2.22 Return of other tender documents</b></p> <p>If so instructed by the employer, return all retained tender documents within twenty-eight (28) days after the expiry of the validity period stated in the <b>Tender Data</b>.</p>	<p><b>C.3.3 Return late tender offers</b></p> <p>Return tender offers received after the closing time stated in the <b>Tender Data</b>, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the tenderer concerned.</p>
<p><b>C.2.23 Certificates</b></p> <p>Include in the tender submission or provide the employer with any certificates as stated in the <b>Tender Data</b>.</p>	
<p><b>C.3 The employer's undertakings</b></p>	
<p><b>C.3.1 Respond to requests from the tenderer</b></p>	
<p>C.3.1.1 Unless otherwise stated in the <b>Tender Data</b>, respond to a request for clarification received up to five (5) working days before the tender closing time stated in the <b>Tender Data</b> and notify all tenderers who collected tender documents.</p>	<p>C.3.4.1 Unless the two-envelope system is to be followed, open valid tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the <b>Tender Data</b>. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.</p> <p>C.3.4.2 Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the <b>Tender Data</b>, the name</p>

	<p>of each tenderer whose tender offer is opened and, where applicable, the total of his prices, number of points claimed for its BBBEE status level and time for completion for the main tender offer only.</p>
<p>C.3.4.3 Make available the record outlined in C.3.4.2 to all interested persons upon request.</p>	<p>C.3.8.1 Determine, after opening and before detailed evaluation, whether each tender offer properly received:</p> <ul style="list-style-type: none"> <li>a) complies with the requirements of these Conditions of Tender,</li> <li>b) has been properly and fully completed and signed, and</li> <li>c) is responsive to the other requirements of the tender documents.</li> </ul>
<p><b>C.3.5 Two-envelope system</b></p>	
<p>C.3.5.1 Where stated in the <b>Tender Data</b> that a two-envelope system is to be followed, open only the technical proposal of valid tenders in the presence of tenderers' agents who choose to attend at the time and place stated in the <b>Tender Data</b> and announce the name of each tenderer whose technical proposal is opened.</p>	<p>C.3.8.2 A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:</p> <ul style="list-style-type: none"> <li>a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,</li> <li>b) significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or</li> <li>c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.</li> </ul>
<p>C.3.5.2 Evaluate functionality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the functionality evaluation more than the minimum number of points for functionality stated in the <b>Tender Data</b>, and announce the score obtained for the technical proposals and the total price and any points claimed on BBBEE status level. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for functionality.</p>	<p>Reject a non-responsive tender offer and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.</p>
<p><b>C.3.6 Non-disclosure</b></p>	<p><b>C.3.9 Arithmetical errors, omissions and discrepancies</b></p>
<p>Not disclose to tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.</p>	<p>C.3.9.1 Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.</p>
<p><b>C.3.7 Grounds for rejection and disqualification</b></p>	
<p>Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.</p>	<p>C.3.9.2 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with C.3.11 for:</p> <ul style="list-style-type: none"> <li>a) the gross misplacement of the decimal point in any unit rate;</li> <li>b) omissions made in completing the pricing schedule or bills of quantities; or</li> <li>c) arithmetic errors in:             <ul style="list-style-type: none"> <li>(i) line-item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or</li> <li>(ii) the summation of the prices.</li> </ul> </li> </ul>
<p><b>C.3.8 Test for responsiveness</b></p>	<p>C.3.9.3 Notify the tenderer of all errors or omissions that are identified in the tender offer and either</p>

confirm the tender offer as tendered or accept the corrected total of prices.

C.3.9.4 Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:

- a) If bills of quantities or pricing schedules apply and there is an error in the line-item total resulting from the product of the unit rate and the quantity, the line-item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line-item total as quoted shall govern, and the unit rate shall be corrected.
- b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

**C.3.10 Clarification of a tender offer**

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

**C.3.11 Evaluation of tender offers**

The Standard Conditions of Tender standardize the procurement processes, methods and procedures from the time that tenders are invited to the time that a contract is awarded. They are generic in nature and are made project specific through choices that are made in developing the **Tender Data** associated with a specific project.

Conditions of tender are by definition the document that establishes a tenderer's obligations in submitting a tender and the employer's undertakings in soliciting and evaluating tender offers. Such conditions establish the rules from the time a tender is advertised to the time that a contract is awarded and require employers to conduct the process of offer and acceptance in terms of a set of standard procedures.

The CIDB Standard Conditions of Tender are based on a procurement system that satisfies the following system requirements:	
Requirement	Qualitative interpretation of goal
Fair	The process of offer and acceptance is conducted impartially without bias, providing simultaneous and timely access to participating parties to the same information.
Equitable	Terms and conditions for performing the work do not unfairly prejudice the interests of the parties.
Transparent	The only grounds for not awarding a contract to a tenderer who satisfies all requirements are restrictions from doing business with the employer, lack of capability or capacity, legal impediments and conflicts of interest.
Competitive	The system provides for appropriate levels of competition to ensure cost effective and best value outcomes.
Cost effective	The processes, procedures and methods are standardized with sufficient flexibility to attain best value outcomes in respect of quality, timing and price, and least resources to effectively manage and control procurement processes.

**The activities associated with evaluating tender offers are as follows:**

- a) Open and record tender offers received
- b) Determine whether or not tender offers are complete
- c) Determine whether or not tender offers are responsive
- d) Evaluate tender offers
- e) Determine if there are any grounds for disqualification
- f) Determine acceptability of preferred tenderer
- g) Prepare a tender evaluation report
- h) Confirm the recommendation contained in the tender evaluation report .

**C.3.11.1 General**

The employer must appoint an evaluation panel of not less than three persons conversant with the proposed scope of works to evaluate each responsive tender offer using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the **Tender Data**.

**C.3.12 Insurance provided by the employer**

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

**C.3.13 Acceptance of tender offer**

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

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement;
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract;
- c) has the legal capacity to enter into the contract;
- d) is not; insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act No. 2008, bankrupt or being wound up, has his/her affairs administered by a court or a judicial officer, has suspended his/her business activities or is subject to legal proceedings in respect of any of the foregoing;
- e) complies with the legal requirements, if any, stated in the **Tender Data**; and
- f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

**C.3.14 Prepare contract documents**

- C.3.14.1 If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of:
- a) addenda issued during the tender period,
  - b) inclusion of some of the returnable documents and
  - c) other revisions agreed between the employer and the successful tenderer.

- C.3.14.2 Complete the schedule of deviations attached to the form of offer and acceptance, if any.

**C.3.15 Complete adjudicator's contract**

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

**C.3.16 Registration of the award**

An employer must, within twenty-one (21) working days from the date on which a contractor's offer to perform a construction works contract is accepted in writing by the employer, register and publish the award on the cidb Register of Projects.

**C.3.17 Provide copies of the contracts**

Provide to the successful tenderer the number of copies stated in the **Tender Data** of the signed copy of the contract as soon as possible after completion and signing of the form of offer and acceptance.

**C.3.18 Provide written reasons for actions taken**

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

## 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.

### C.1: GENERAL

#### C.1.1 The employer:

The Employer for this Contract is the **eThekwini Municipality** as represented by:

**Deputy Head: Roads Provision**

#### C.1.2 Tender documents:

The Tender Documents issued by the Employer comprise:

- 1) The Procurement Document comprising of the PARTS as listed in the "INDEX" on page 1.
- 2) EXCEL Bill of Quantities file.
- 3) **Drawings**, issued separately from this document, or bound in Section C3.4: "Particular Specifications".

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

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

Tenderers are to regularly check both web sites for the downloadable documentation.

#### C.1.4 Communication and employer's agent:

The Employer's Agent is:

Name: Sandile Khulu  
Tel: 031 311 7628  
eMail: Sandile.Khulu@durban.gov.za

The Employer's Agent's Representative is:

Name: Tshimanga Tshiteya  
Tel: 031 322 5992  
eMail: Tshimanga.Tshiteya@durban.gov.za

The Tenderer's contact details, as indicated on **Returnable Document "Compulsory Enterprise Questionnaire"**, shall be deemed as the only valid contact details for the Tenderer for use in communications between the Employer's Agent and the Tenderer during tender evaluation.

#### C.1.6 Procurement procedures:

The following Sections of the **Standard Conditions of Tender** are not applicable to this tender:

- **C.1.6.2: Competitive negotiation procedure**, and
- **C.1.6.3: Proposal procedure using the two-stage system**.

## C.2: TENDERER'S OBLIGATIONS

### C.2.1 Eligibility:

Entities may only submit one (1) tender offer, either as a single tendering entity or as a partner of a joint venture. Should a tendering entity submit more than one (1) tender, **all** submissions by that tendering entity, including submissions where the entity is a partner of a joint venture, will be deemed not to be eligible.

#### C.2.1.1 Eligibility: General

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

- (a) In the event of a Compulsory Clarification Meeting:
  - i) the Tenderer fails to attend the Compulsory Clarification Meeting, or
  - ii) the Tenderer fails to have **Returnable Document "Certificate of Attendance at Clarification Meeting / Site Inspection"** signed by the Employer's Agent or their representative at the meeting.
- (b) At the time of tender closing, the Tenderer is not registered on the **National Treasury Central Supplier Database (CSD)** and the **eThekweni Municipality Supplier Portal**. In the case of a Joint Venture, this requirement will apply individually to each party in the Joint Venture. Tenderers are to reference **Returnable Document "Compulsory Enterprise Questionnaire"** (section 1.5) and **Returnable Document "CSD Registration Report"**.
- (c) In the case of Joint Venture (JV) submissions, two or more JV entities have common directors/ shareholders or common entities tendering for the same works.
- (d) The following documentation is not completed in full, signed, and returned with the tender submission. **Failure to comply will result in the tender offer being deemed non-responsive.**
  - T2.2.1: Compulsory Enterprise Questionnaire.
  - T2.2.5: MBD 4: Declaration of Interest.
  - T2.2.6: MBD 5: Declaration for Procurement Above R10 Million.
  - T2.2.7: MBD 6.2: Declaration for Local Production and Content.
  - T2.2.8: MBD 8: Declaration of Bidder's Past SCM Practices.
  - T2.2.9: MBD 9: Certificate of Independent Bid Determination.
  - T2.2.10: Declaration of Municipal Fees
- (e) The certificates listed in the **Tender Data: C.2.23: Certificates** are to be included with the tender submission. **Failure to comply will result in the tender offer being deemed non-responsive.**
  - T2.2.1: SARS Tax Compliance Status - PIN Issued (submitted with the Compulsory Enterprise Questionnaire).
  - T2.2.12: Central Supplier Database (CSD) Report.
  - T2.2.13: CIDB Registration and Status.

#### C.2.1.2 Eligibility: CIDB

Tenderers are to reference the provisions of **Tender Data: C.2.23 "Certificates**, and **Returnable Document "Verification of CIDB Registration and Status"** with respect to CIDB registration.

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. Furthermore, the eligibility will be considered where the date on the certificate falls before the date of advertising of this tender, or if no date is reflected on the printout, the Tenderer’s CIDB status will be deemed to have been inactive at the time of tender closing, and the tender offer will accordingly be deemed non-responsive.

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.

#### C.2.1.3 Eligibility: Tenderer’s Experience

Only those Tenderers that can provide proof of verifiable experience, in works of a similar nature, within the past 10 years, will be eligible to have their tenders evaluated in terms of Clause C.3.11.

Tenderers are to complete and sign the submission forms for each experience submission, as included in **Returnable Form: “Eligibility: Experience of Tenderer”**.

**Failure to comply will invalidate the associated experience submission.**

- **Table 1:** The **Experience Requirement** is specified on this table.
- **Table 2:** The experience is to be **Similar in Nature** to that specified on this table. Tenderers are to note the exclusions (if any) stated on this table.
- **Table 3:** The **Documentation/ Information** that may be used for verification of the experience submission is specified on this table (which includes the Notes below the table).  
The non-submission of this **Documentation/ Information** may jeopardise the verification of the experience submission and render the submission invalid.
- Tenderers may submit experience gained as **Sub-Contractors or Main Contractors**.
- **Guidance** on the completion of the **Experience Submission Form** is provided on the first page of **Returnable Document “Eligibility: Experience of Tenderer”**.

Tenderers are to indicate the documentation/ information that has been included in the tender submission, in support of each experience submission, in the shaded column on Page **50**.

Should there be insufficient verified evidence for any specific submission that experience submission may be deemed invalid.

<b>Table 1: Experience Requirement</b>
A minimum of 3 contracts, with works of a similar nature, within the past 10 years, <u>each</u> with a value of 50% of the tender value submitted for this tender on the <b>Form of Offer (C1.1.1)</b> .

<b>Table 2: Works of a Similar Nature</b>
<b>Provision of Roads and Ancillary Works</b>
<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:                             <ul style="list-style-type: none"> <li>○ new road construction</li> <li>○ road widening/upgrades</li> <li>○ provision of interim roadway related services to informal settlements</li> <li>○ intersection improvements</li> <li>○ gravel to surfaced road upgrades</li> <li>○ access road upgrades</li> <li>○ major parking areas</li> </ul> </li> <li>• Each project must consist of <u>at least two</u> of the following elements:                             <ul style="list-style-type: none"> <li>○ bulk earthworks</li> <li>○ roadway layer-works</li> <li>○ asphalt roadway surfacing</li> <li>○ kerbing / channelling</li> <li>○ sidewalk / walkway construction</li> <li>○ stormwater drainage</li> <li>○ traffic calming measures</li> <li>○ retaining structures</li> <li>○ dealing with underground services (watermains, sewers, electricity, communication infrastructure)</li> </ul> </li> <li>• Projects that will be <u>excluded</u> are:                             <ul style="list-style-type: none"> <li>○ road rehabilitation projects</li> <li>○ the construction of gravel roads</li> <li>○ road maintenance projects</li> </ul> </li> </ul>

<b>Table 3: Documentation / Information Requirements</b>	Works as Sub-Contractor		Works as Main Contractor	
<i>Note:</i> an "X" in this table indicates that the associated documentation should be provided, if applicable.	Current Contracts	Completed Contracts	Current Contracts	Completed Contracts
Proof of Sub-Contract Agreement <b>See Note 1.</b>	X	X	-	-
Letter of Award OR Form of Offer & Acceptance <b>See Note 2.</b>	-	-	X	X
Most recent Payment Certificate (with Quantities <u>summary</u> ), <b>OR</b> Invoice (with Quantities summary). <b>See Note 3.</b>	X	-	X	-
Final Payment Certificate (with Quantities <u>summary</u> ), <b>OR</b> Invoice (with Quantities summary). <b>See Note 4.</b>	-	X	-	X
Completion Certificate. <b>See Note 5.</b>	-	-	-	X
Scope of Work <b>See Note 6.</b>	To be indicated on individual experience submission form			

**NOTES** (for Table 3)

1. To include the names of the parties, the managing entity's name, the effective dates, and the signature(s) page, all pertaining to the agreement.
2. Issued by the Client / Employer.
3. Proof of the most recent payment received from the Main Contractor or Client/ Employer, OR the

most recent submitted INVOICE. Whichever of these documents is submitted, a summary breakdown of quantities is to accompany that document.

4. Proof of the final payment received from the Main Contractor or Client/ Employer, OR the most recent submitted INVOICE. Whichever of these documents is submitted, a summary breakdown of quantities is to accompany that document.
5. Issued by the Client/ Employer.
6. 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. If executed as a Main Contractor, the overall contract Scope-of-Work is to be indicated.

#### C.2.2.2 The cost of the tender documents:

Replace this paragraph with the following:

“Documents are to be downloaded, free of charge, from the **National Treasury’s eTenders website** or the **eThekwini Municipality’s Website**.”

#### C.2.5 Reference documents:

Tenderers are to obtain their own copies of:

- 1) The **Conditions of Contract** identified in Section C1.2.1.1.  
Tenderers/ Contractors are required to obtain their own copies.
- 2) The **Specifications** identified in Section C3.3.1.  
Tenderers/ Contractors are required to obtain their own copies.
- 3) The following acts, regulations, policies, and standards referred to in this document, including but not limited to:
  - The Employer’s Supply Chain Management Policy (as at advertising date).
  - 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 as amended).
  - The Preferential Procurement Policy Framework Act (PPPFA), and the PPPFA Regulations (November 2022).
  - The Amended Construction Sector Code (Government Gazette No.41287) applicable to B-BBEE compliance measurement.
  - SANS 1921:2004 – Construction and Management Requirements for Works Contract, Parts 1-3.
  - South African Road Traffic Signs Manual - Vol 2: Chapter 13: Roadworks Signing.
  - Any other eThekwini Policy documents referenced in the Tender Documents.

#### C.2.6 Acknowledge addenda:

Add the following paragraphs:

“Addenda will be published on the **eThekwini Municipality website** as stated in **Tender Data: C.1.2**. Tenderers are to ensure that this 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 will result in the tender submission being made non-responsive.

### C.2.7 Clarification meeting:

Clarification Meeting Type: **Compulsory Clarification Meeting**

**At number 15 Hospital Road, Hillcrest (corner of Delamore Road and Hospital Road) on 29 June 2026 at 10:00 am with site visit thereafter.**

In the event of a Compulsory Clarification Meeting the Tenderer's representative(s) must be able to clearly convey the discussions at the meeting to the person(s) responsible for compiling the entity's tender offer.

If an attendance register is applicable, Tenderers must sign the attendance register and provide the name of the tendering entity.

Tenderers are referred to Clause C.2.1.1(a).

**GPS Location: 29°43'05"S 30°39'36"E**

### C.2.10.2 Pricing the tender offer:

The following is to be noted in terms of Tenderers being **VAT Registered**, or being a **Non-VAT Vendor** (ie. not VAT registered).

If the Tenderer is **VAT registered**, the Tenderer's Rates in the Bill of Quantities (BoQ) are to exclude VAT. VAT is to be shown separately on the BoQ summary page, and on the Form of Offer (Part C1.1.1).

If the Tenderer is a **Non-VAT Vendor**, the Tenderer's Rates in the Bill of Quantities are to include VAT. VAT is not to be shown separately on the BoQ summary page, or on the Form of Offer (Part C1.1.1). VAT will not be added to, or deducted from, rates or prices submitted from **Non-VAT Vendors**. The tendered priced will be deemed to include all VAT, taxes, and any applicable excise duties.

Tenderers are to refer to Part C2.1: PRICING ASSUMPTIONS / INSTRUCTIONS prior to pricing the tender offer.

### C.2.12 Alternative tender offers:

No alternative tender offers will be considered.

### C.2.13 Submitting a tender offer:

The signed Tender Offer ("hard copy") is to be sealed in an envelope, addressed to the City Manager, marked with the **identification details** and be delivered to the **delivery address**, both as stated below.

The **Tender Offer** (hard copy) is to be delivered to the following **delivery address**:  
the Tender Box in the foyer of the Municipal Building, 166 KE Masinga Road, Durban

**Identification details** to be shown on the hard copy package are:

- Contract No. : **3R-33164**
- Contract Title : **UPGRADE OF TRK 95006 FROM GRAVEL TO ASPHALT IN WARD 04 FREDVILLE AREA OUTER WEST**

Tender Offers are also to be **SUBMITTED ELECTRONICALLY** (uploaded) on the eThekwini

Municipality **JDE System** (Supplier Self Service (ESP Module)). For information pertaining to the JDE System, Tenderers are referred to **Section T1.1.2**.

Notwithstanding the **electronic submission**, a tender offer will only be deemed valid if the “hard copy” submission has been made. The “hard copy” submission will be the governing submission.

The Tender documentation, issued by the eThekweni Municipality (refer to **Tender Data: C.1.2**), is to be printed in its entirety. Printing should be done on white A4 paper, with printing on only one side of the paper. (It is suggested that the Tender documentation is not stapled, or punched for filing, prior to scanning, as this could affect the scanning process.)

After completion and signature (using **BLACK INK**), the entire Tender document is to be scanned to a single PDF (**P**ortable **D**ocument **F**ormat) document, at a resolution of 300 DPI (dots per inch). The PDF document is to be uploaded via the (Tender specific) upload option on the JDE System (ESP Module). Tenderers are responsible for resolving all access rights and submission queries on the JDE System before the tender closing date/ time (**Tender Data: C.2.15**).

Tender Offer delivery, and the electronic submission on the JDE System, are both to be completed on or before the closing date/ time stated in the **Tender Data: C.2.15**.

The submission of Tender Offers via any means other than that stated above will not be accepted, and those that are will be deemed invalid.

#### **C.2.15 Closing date and time:**

The closing time is:

- **Date : Friday, 10 July 2026**
- **Time : 11h00**

The **delivery of the hard copy AND** the completion of the requirements on the **JDE System (ESP Module)** are to be completed prior to the Tender **closing date and time** as stated above. Any Tender Offer submitted thereafter will not be considered.

#### **C.2.16 Tender offer validity:**

The Tender Offer validity period is **120 Days** (original validity period) from the closing date for submission of tenders.

#### **C.2.23 Certificates:**

Refer to **T2.1: “List of Returnable Documents”** 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 a printout of the required documents/ certificates at the back of their tender submission.**

##### **1) SARS Tax Compliance Status – PIN Issued**

Reference is to be made to **Returnable Document “Compulsory Enterprise Questionnaire”** which requires the “SARS Tax Compliance Status – PIN Issued” to be included with this returnable document.

## 2) Central Supplier Database (CSD)

Reference is to be made to **Returnable Document “CSD Registration Report”**.

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

Separate **CSD Registration Reports** are required for each party to a Joint Venture.

The bidder must be registered on the National Treasury Central Supplier Database (CSD). Proof of the CSD Registration Report must be submitted with this tender submission. Failure to submit proof of registration will render the tender non-responsive.

## 3) CIDB Registration

Reference is to be made to **Returnable Document “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://portal.cidb.org.za/RegisterOfContractors/> ).

Separate **CIDB Registration printouts** are required for each party to a Joint Venture.

The **Joint Venture Grading Designation Calculator** printout should be included when making a submission as a Joint Venture:

( <https://registers.cidb.org.za/PublicContractors/JVGradingDesignationCalc> )

Only bidders registered with the CIDB in a contractor grading designation equal to or higher than that required at the time of tender closing shall be eligible. Where, during evaluation, a bidder is found to be inactive, suspended, or non-compliant on the CIDB website register, the Employer shall verify the status of the bidder based on the documentation submitted with the tender to ensure CIDB eligibility. Based on this verification, if it is determined that the bidder was not active at the time of tender closing, such bidder shall be deemed non-responsive.

## 4) B-BBEE Status Level of Contribution Certificate

Tenderers are referred to **Returnable Document “MBD 6.1: Preference Points Claim”** for the B-BBEE Certificate requirements. Notwithstanding the completion of **Returnable Document “MBD 6.1: Preference Points Claim”**, should a B-BBEE Status Level of Contribution Certificate not be returned no points for Preferential Procurement will be deemed to have been claimed.

The Amended Construction Sector Code (Government Gazette No.41287) is applicable to the B-BBEE compliance measurement of all entities that fall within the Construction Sector (Built Environment Professionals (BEP) and Contractors). The requirements for measurement and verification of entities are contained in the “Amended Code Series CSC000: Framework for Measuring Broad Based Black Economic Empowerment in the Construction Sector”, as published in Notice 931 of 2017, Government Gazette No.41287 of 01/12/2017.

An EME Contractor with a Total Annual Revenue of less than R3 million, or a BEP with a total annual revenue of less than R1.8 million, may present an affidavit OR a certificate issued by the CIPC, OR an authorised B-BBEE verification certificate by a SANAS accredited Verification Agency.

Any B-BBEE Certificate where the entity has been assessed using **Generic Codes** will not be accepted.

### C.3: THE EMPLOYER'S UNDERTAKINGS

#### C.3.1.1 Respond to requests from the tenderer:

Replace the words "five working days" with "three working days".

#### C.3.2 Issue addenda:

Add the following paragraph:

"Addenda will be published on the National Treasury's **eTenders-Website** and/ or the **eThekwini Municipality Website**." (Refer to **Tender Data: C.1.2**).

#### C.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 P&SCM Boardroom, 6<sup>th</sup> Floor, (Municipal Building), 166 KE Masinga Road, Durban.

The tender opening schedule will also be made available on the eThekwini Municipal website at URL: <https://www.durban.gov.za/pages/business/publication-of-received-bids>

#### C.3.9 Arithmetical errors, omissions and discrepancies:

Add the following Clause:

"C.3.9.5 Reject a tender offer if the Tenderer does not accept the correction of the arithmetical error in the manner described in C.3.9.4."

Any interactions between the Tenderer and the Employer in terms of this clause will be conducted through the Employer's Agent (or Representative) as identified in **Tender Data C.1.4**.

#### C.3.11 Evaluation of Tender Offers:

##### Eligibility

Tenders will be checked for compliance with the ELIGIBILITY requirements, as specified in the **Tender Data: C.2.1**. Tenders 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 **SCM Policy: Section 52: Preferential Procurement**.

The **80/20** preference points system, for requirements with a Rand value of up to R50,000,000 (all applicable taxes included), will be applied. The Formula used to calculate the **Price Points (max. 80)** will be according to that specified below.

**Price Points**

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

**80/20 Procurement System**

or

**90/10 Procurement System**

$$P_s = 80 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

$$P_s = 90 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where: Ps = Points scored for comparative price of bid under consideration  
 Pt = Comparative price of bid under consideration  
 Pmin = Comparative price of lowest acceptable bid

**Preference Points**

Reference is to be made to **Returnable Form: MBD 6.1: Preference Points Claim**.

The Preference Points (20) will be derived from points claimed for **Specific Goals** as indicated in the table(s) below, according to the specified **Goal/ Category Weightings**.

- **Ownership Goal**

Goal Weighting: **100%**

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**.

Ownership Categories	Criteria	80/20
Race: Black	Equals 0%	0
	Between 0% and 51%	6
	Greater or equal to 51% and less than 100%	10.5
	Equals 100%	15

Gender: Female	Equals 0%	0
	Between 0% and 51%	2
	Greater or equal to 51% and less than 100%	3.5
	Equals 100%	5

**Maximum Ownership Goal Points:** 20

The Weightings of the Ownership Categories will be:  $w_1=75%$  ,  $w_2=25%$  where  $w_1+w_2=100%$

**Proof of claim as declared on MBD 6.1** (1 or more of the following will be used in verifying the Tenderer's status)

- Companies and Intellectual Property Commission registration document (CIPC)
- CSD report.
- B-BBEE Certificate of the tendering entity.
- 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).
- Agreement for a Consortium, Joint Venture, or Trust.

### C.3.13 Acceptance of tender offer:

In addition to the requirements of **Tender Data: C.3.13** of the **Standard Conditions of Tender**, tender offers will only be accepted if:

- The Tenderer's municipal rates and taxes are not in arrears, or they have made arrangements to meet outstanding municipal fee obligations.
- The Tenderer's tax compliance status has been verified, or they have made arrangements to meet outstanding tax obligations.
- If applicable, the Tenderer is **registered**, and "**Active**", with the **Construction Industry Development Board** in an appropriate contractor grading designation.
- The Tenderer or any of its directors/ shareholders are **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.
- 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.
- 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.

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

**C.3.15 Complete adjudicator's contract:**

Refer to the Conditions of Contract and the Contract Data.

**C.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 referred to the requirements as stated in the **Tender Data: C.2.13**.

### **T1.2.3 ADDITIONAL CONDITIONS OF TENDER**

#### **T1.2.3.1 Complaints and Objections (Appeals)**

Reference is to be made to Clause 49 of the eThekwini Supply Chain Management Policy.

In terms of Section 49 of the Ethekwini SCM Policy any person aggrieved by decisions taken in the implementation of the SCM System may lodge, within 14 days of notification thereof, a written objection against the decision. The objection with regard to the decision is to be directed to:

The City Manager  
Attention Ms S. Pillay eMail: Simone.Pillay@durban.gov.za  
P O Box 1394  
DURBAN  
4000

Any objection will only be processed upon receipt of a non-refundable administration fee of **R1,814.00** (including VAT), as stipulated in the Municipality's current SCM Policy. An objection will only be considered upon receipt of proof of payment of this fee which must be paid into the following bank account as a real-time payment:

EThekwini Metropolitan Municipality  
First National Bank (FNB)  
Account Number: 631-6574-6331  
Reference Number: **33164-3R**

#### **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:

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

#### **T1.2.3.4 Functionality Specification**

Functionality Evaluation is not applicable to this tender.

## **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 and signed as required.

The Tenderer is required to complete and sign 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**

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T2.2.2	Certificate of Attendance at Clarification Meeting/ Site Inspection .....	31
T2.2.3	MBD 4: Declaration of Interest .....	32
T2.2.4	MBD 5: Declaration for Procurement Above R10 Million (if applicable) .....	34
T2.2.5	Contracts Awarded by Organs of State in the past 5 years .....	35
T2.2.6	MBD 6.1: Preference Points Claim Form (SCM Policy Section 52.7).....	36
T2.2.8	MBD 8: Declaration of Bidder's Past SCM Practices .....	38
T2.2.9	MBD 9: Certificate of Independent Bid Determination .....	40
T2.2.10	Declaration of Municipal Fees .....	42
T2.2.11	Contractor's Health and Safety Declaration .....	43
T2.2.12	CSD Registration Report.....	45
T2.2.13	CIDB Registration and Status .....	46
T2.2.14	Joint Venture Agreements (if applicable) .....	47
T2.2.15	Record of Addenda to Tender Documents.....	48
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**Contract Part:** The Tenderer is required to complete following forms:

C1.1.1	Form of Offer .....	54
C1.2.2.2	Data to be Provided by Contractor .....	57
C2.2	Bill of Quantities .....	67

**T2.2.1 COMPULSORY ENTERPRISE QUESTIONNAIRE**

Ref	Description	Tenderer to Complete	
1.1	Name of enterprise		
1.2	Name of enterprise’s representative		
1.3	Email address of representative		
1.4	Contact numbers of representative	<b>Tel:</b>	<b>Cell:</b>
1.5	National Treasury Central Supplier Database Registration number	<b>MAAA</b>	
1.6	VAT registration number, if any:		
1.7	CIDB registration number, if any:		
1.8	Department of Labour: Registration number		
1.9	Department of Labour: Letter of Good Standing Certificate number		

2.0 Particulars of sole proprietors and partners in partnerships (attach separate pages if more than 4 partners)			
	Full Name	Identity No.	Personal income tax No. *
2.1			
2.2			
2.3			

3.0 Particulars of companies and close corporations	
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 **MBD 4, MBD 6, MBD 8, and MBD9** issued by National Treasury must be completed for each tender and be included as a tender requirement.

\* Tenderers are to include, at the back of their tender submission, a printout of their SARS “**Tax Compliance Status – PIN Issued**” certificate, failing which the tender submission will be deemed non-responsive.

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 Tenderer’s 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 the **Tender Data: C.2.1.1(a) and C.2.7.**

This is to certify that:

(entity name):

of (address):

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

was represented by the person(s) named below at the Clarification Meeting for Contract **33164-3R** held for all Tenderers, the details of which are stated in the **Tender Data: C.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 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	
Name of enterprise’s representative	
3.2 ID Number of enterprise’s representative	
3.3 Position enterprise’s representative occupies in the enterprise	
3.4 Company Registration number	
3.5 Tax Reference number	
3.6 VAT registration number	

3.7 The names of all directors / trustees / shareholders / members / 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.

3.8 Are you presently in the service of the state?	Circle Applicable		
	<table border="1" style="margin: auto; border-collapse: collapse;"> <tr> <td style="padding: 2px 10px;">YES</td> <td style="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?

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			

**Failure to complete this form in full, sign, and return with the tender submission will result in the tender offer being deemed 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.*

**NAME (Block Capitals):**

**Date**

.....

**SIGNATURE:**

.....

**T2.2.4 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> <b>The audited annual financial statements are to be included at the back of the tender submission.</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.  SEE Returnable Document "Contracts Awarded by Organs of State in the Past 5 Years"		
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.  .....  .....		

**Failure to complete this form in full, sign, and return with the tender submission will result in the tender offer being deemed 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, if required, that the requested documentation has been included in the tender submission.*

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

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



**T2.2.6 MBD 6.1: PREFERENCE POINTS CLAIM**

(SCMP 52.7: Basket of Preference Goals)

This form serves as a claim form for preference points according to **The Basket of Preference Goals. Reference is to be made to the Tender Data: C.3.11.**

**1.0 GENERAL CONDITIONS**

1.1 The relevant **Preference Points System (80/20 or 90/10)** applicable to this bid is stated in the **Tender Data: C.3.11.**

1.2 Failure on the part of the Tenderer to submit the required proof or documentation, in terms of the requirements in the Tender Data for claiming specific goal preference points, will be interpreted that **Preference Points for Specific Goals** are not claimed.

1.3 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

**2.0 ADJUDICATION USING A POINT SYSTEM**

2.1 The bidder obtaining the highest number of total points will be recommended for the award of the contract.

2.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts.

2.3 Points scored will be rounded off to the nearest 2 decimal places.

2.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.

2.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.

2.6 Should two or more bids be equal in all respects the award shall be decided by the drawing of lots.

**3.0 POINTS AWARDED FOR PRICE**

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

**80/20 Procurement System**

or

**90/10 Procurement System**

$$P_s = 80 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

$$P_s = 90 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where: Ps = Points scored for comparative price of bid under consideration  
 Pt = Comparative price of bid under consideration  
 Pmin = Comparative price of lowest acceptable bid

**4.0 POINTS ALLOCATED FOR THE BASKET OF PREFERENCE GOALS**

4.1 Preference points may be claimed for the **Specific Goals** stated in the **Tender Data: C.3.11**.

For the purposes of this tender, the Tenderer may claim points based on the goal(s) stated in the table below, as supported by proof/ documentation specified in the Tender Data.

<b>80/20 Preference Points System</b> The Specific Goals to be allocated points in terms of this tender:	<b>Maximum Number of points ALLOCATED</b>	<b>Tenderer's Number of points CLAIMED</b>
<b>Ownership Goal:</b> Race (black)	15	
<b>Ownership Goal:</b> Gender (female)	5	
<b>Total CLAIMED Points (maximum 20)</b>	<b>20</b>	

**5.0 REMIDIES FOR THE SUBMISSION OF FALSE INFORMATION**

5.1 The remedies for the submission of false information regarding claims for specific goals are stated in the **SCM Policy: Section 52.9**.

**Tenderers are to include, at the back of their tender submission, the required proof/ documentation in support of their Preference Goal claims (reference is to be made to the Specific Goals stated in the Tender Data: C.3.11).**

*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:** .....

**T2.2.8 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.

.....

.....

Circle Applicable	
YES	NO

4.4 Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?

4.4.1 If 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.

.....

.....

**Failure to complete this form in full, sign, and return with the tender submission will result in the tender offer being deemed 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.*

*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 below **Certificate of Independent Bid Determination** must be completed and submitted with the bid.

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid for: Contract **3R-33164**  
UPGRADE OF TRK 95006 FROM GRAVEL TO ASPHALT IN WARD 04 FREDVILLE AREA OUTER WEST

in response to the invitation for the bid made by: ETHEKWINI MUNICIPALITY

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

I certify, on behalf of: .....

that:

(continued on next page)

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>3</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.

**Failure to complete this form in full, sign, and return with the tender submission will result in the tender offer being deemed non-responsive.**

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

**Date**

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

**T2.2.10 DECLARATION OF MUNICIPAL FEES**

Reference is to be made to the **Tender Data: C.2.23 and C.3.13(a)**.

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												

- If applicable, a copy of a recent (within the past 3 months) Metro Bill is to be provided.

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.
- Where a Tenderer’s place of business or business interests are carried out from premises as part of any other 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, copies of the above-mentioned account’s, agreements signed with the municipality, lease agreements, or official letters.**

**Failure to complete this form in full, sign, and return the required documents with the tender submission will result in the tender offer being deemed 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:** \_\_\_\_\_

**T2.2.11 CONTRACTOR'S HEALTH AND SAFETY DECLARATION**

Reference is to be made to Clauses C.2.1(e) and C.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)**:

Circle Applicable	
Yes	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:

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.

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

**T2.2.12 CSD REGISTRATION REPORT**

Reference is to be made to **Tender Data: C.2.1.1(b) and C.2.23.**

The **Tender Data: C.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 following is an example of the printout obtained from the above website.

Note: the printout will contain more than one page.

The screenshot shows the CSD Registration Report form. At the top left is the logo for the Central Supplier Database for Government. To the right are two input fields: 'Report Date:' and 'Report Ran By:'. Below this is a green bar with the text 'CSD REGISTRATION REPORT'. The main section is titled 'SUPPLIER IDENTIFICATION' and contains a grid of input fields for the following information:

Supplier number		Have Bank Account	
Is supplier active?		Total annual turnover	
Supplier type		Financial year start date	
Supplier sub-type		Registration date	
Legal name		Created by	
Trading name		Created date	
Identification type		Edit by	
Government breakdown		Edit date	
Business status		Restricted Supplier	
Country of origin		Restriction Last Verification Date	
South African company/CC registration number			

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

**Failure to comply will result in the tender offer being deemed 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 CIDB REGISTRATION AND STATUS**

Reference is to be made to the **Tender Data: C.2.1.2, C.2.23, and C.3.13(c)**.

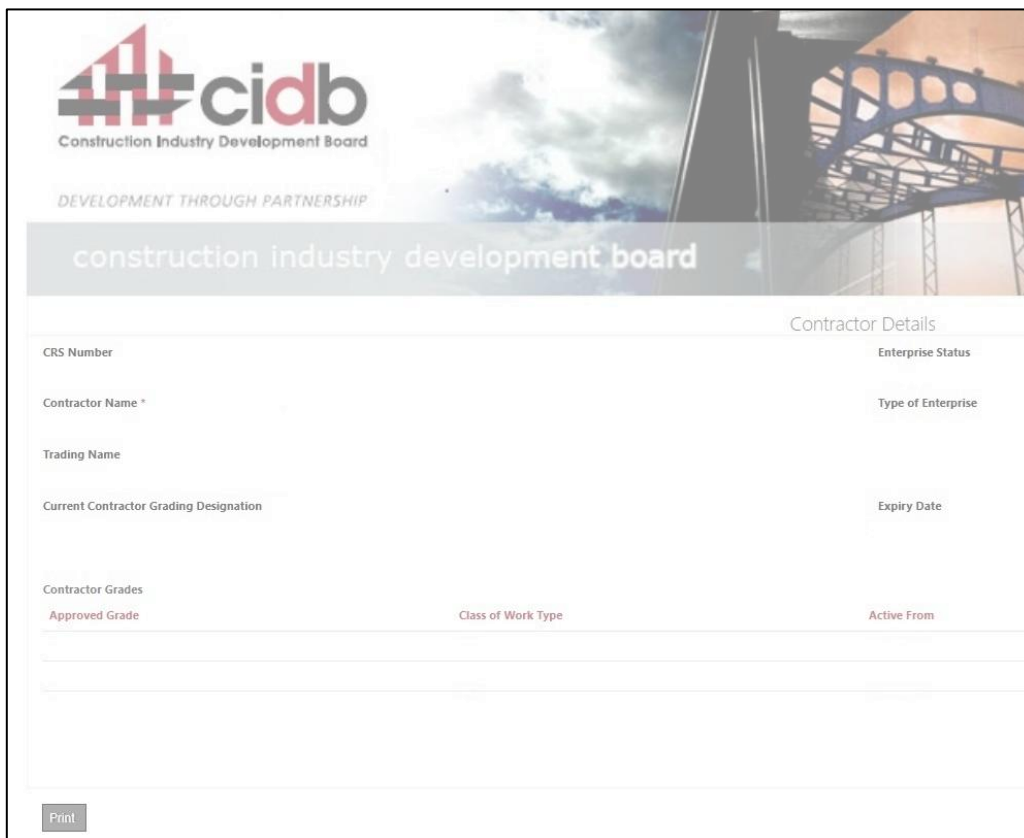
The **Tender Data: C.2.1.1: Eligibility**, requires a Tenderer to be registered, as “Active”, with the CIDB (at time of tender closing), in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations.

The required class of construction work is specified in the **Tender Data: C.2.1.2**.

CIDB Registrations can be obtained from the CIDB website at:

<https://portal.cidb.org.za/RegisterOfContractors/>

The following is an example of the printout obtained from the above website using the provided “Print” button.  
 Note: the printout may contain more than one page.



**Tenderers are to include, at the back of their tender submission, a printout of their CIDB Registration and Status. The date of obtaining the CIDB Registration and Status printout is to be indicated on the printout and should be on or after the date of advertising of this tender. If that date falls before the date of advertising of this tender, or if no date is reflected on the printout, the Tenderer's CIDB status will be deemed to have been inactive at the time of tender closing, and the tender offer will accordingly be deemed non-responsive in terms of Clause C.2.1.2.**

*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 JOINT VENTURES AGREEMENTS**

If this tender submission is to be made by an established Joint Venture, the Joint Venture Agreements and Power of Attorney Agreements are to be attached here.

Should the Joint Venture, at the time of submission, not yet be formalised, this form is to be completed in full and signed by all parties to the proposed Joint Venture.

The Lead Partner of the Joint Venture is to sign the **Form of Offer** in Section **C1.1.1**.

**INTENT TO FORM A JOINT VENTURE**

Should our submission for CONTRACT: **33164-3R** be successful, a Joint Venture will be established by the parties as listed below, as an unincorporated association, with the purposes of securing and executing the Contract, for the benefit of the Members.

**Proposed Joint Venture**

Joint Venture Title (name):

Represented by (name):  Tel:

**Lead Partner/ Member 1**

Entity Name:

Ownership Interest in JV %:  CSD Registration:

CIDB #:

Represented by (name): \_\_\_\_\_ Signature: \_\_\_\_\_

**Partner/ Member 2**

Entity Name:

Ownership Interest in JV %:  CSD Registration:

CIDB #:

Represented by (name): \_\_\_\_\_ Signature: \_\_\_\_\_

**Partner/ Member 3**

Entity Name:

Ownership Interest in JV %:  CSD Registration:

CIDB #:

Represented by (name): \_\_\_\_\_ Signature: \_\_\_\_\_

**Note:** All requirements for Joint Ventures, as stated elsewhere in this procurement document, must be complied with in full.

**T2.2.15 RECORD OF ADDENDA TO TENDER DOCUMENTS**

Reference is to be made to the **Tender Data: C.2.6.**

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

\_\_\_\_\_

-----

\_\_\_\_\_

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

Reference is to be made to the **Tender Data: C.2.1.3**.

Only those Tenderers that can demonstrate verifiable experience, in works of a similar nature, within the past 10 years, will be eligible to have their tenders evaluated in terms of **Tender Data: C.3.11**.

- The **Eligibility Criteria Requirement** is as stated on **Table 1: “Experience Requirement”**.
- The experience is to be **“Similar in Nature”** to that specified on **Table 2: “Works of a Similar Nature”**. Tenderers are to note the exclusions (if any) stated on this table.
- The **Documentation/ Information** that may be used for verification of the experience submission is specified on **Table 3: “Documentation/ Information Requirements”** (which includes the Notes below the table). The non-submission of this Documentation/ Information may jeopardise the verification of the experience submission and render the submission invalid.
- Tenderers may submit experience gained as **Sub-Contractors or Main Contractors**.

**It is the responsibility of the Tenderer to ensure that the experience submissions comply with the requirements as stated in the Tender Data: C.2.1.3.**

### **Guidance to Tenderers: Experience Submission Form**

#### **Client / Employer Details**

- Provide details for whom the works were carried out (works owner).
- Provide **Contact details of the Client or Main Contractor** (if experience was gained as a sub-contractor) is required to be provided.  
The contact details may be used by the Employer to verify the information, pertaining to the experience submission. Should the Employer’s reasonable attempts to make contact with the Client or Main Contractor fail (for whatever reason), that specific experience submission may be considered invalid.

#### **Contract Details**

- Provide the **Contract Reference Number** and **Contract Title**.
- Indicate if this contract has been completed or is still in progress.
- Provide **Contract Dates**.
- Provide **Contract Values** - Where works are still in progress, provide the value of works that have been completed as detailed on the most recent payment to the Contractor / Sub-Contractor. If the works are complete, provide the Final Value of the sub-contract or Final Contract Price.

#### **Scope of Works**

- Indicate the **Works Type(s)** that best describe the works included in the project.  
Select the most applicable option (only 1).
- Indicate the **Works Elements(s)** that were included in the project.  
Select any elements that were included in the contract.

#### **Joint Ventures**

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 complies with the requirements, as stipulated in **Table 1**, and that the required documentation/ information is provided.

(T2.2.16 is continued on the next page)

**Confirmation of submission of Information/ Documentation**

The Tenderer is to indicate (by marking with an “X” in the shaded column) the documentation that has been included in this tender submission, in support of each experience submission.

		If submitted, mark with an “X”
<b>SUBMISSION #1</b>	Experience Submission Form (completed and signed)	
	Proof of Sub-Contract Agreement (if experience was gained as a sub-contractor)	
	Letter of Award <b>OR</b> Form of Offer & Acceptance	
	Most recent Payment Certificate (with Quantities <u>summary</u> ), <b>OR</b> most recent INVOICE (with Quantities <u>summary</u> )	
	Final Payment Certificate (with Quantities <u>summary</u> ), <b>OR</b> most recent INVOICE (with Quantities <u>summary</u> )	
	Completion Certificate	
<b>SUBMISSION #2</b>	Experience Submission Form (completed and signed)	
	Proof of Sub-Contract Agreement (if experience was gained as a sub-contractor)	
	Letter of Award <b>OR</b> Form of Offer & Acceptance	
	Most recent Payment Certificate (with Quantities <u>summary</u> ), <b>OR</b> most recent INVOICE (with Quantities <u>summary</u> )	
	Final Payment Certificate (with Quantities <u>summary</u> ), <b>OR</b> most recent INVOICE (with Quantities <u>summary</u> )	
	Completion Certificate	
<b>SUBMISSION #3</b>	Experience Submission Form (completed and signed)	
	Proof of Sub-Contract Agreement (if experience was gained as a sub-contractor)	
	Letter of Award <b>OR</b> Form of Offer & Acceptance	
	Most recent Payment Certificate (with Quantities <u>summary</u> ), <b>OR</b> most recent INVOICE (with Quantities <u>summary</u> )	
	Final Payment Certificate (with Quantities <u>summary</u> ), <b>OR</b> most recent INVOICE (with Quantities <u>summary</u> )	
	Completion Certificate	

**Note: Should there be insufficient evidence for verification of the information submitted for any specific experience submission, that experience submission will be deemed invalid.**

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

**EXPERIENCE SUBMISSION #1**

Reference is to be made to the **Tender Data: C.2.1.3.**

(Where required, in the shaded areas, clearly mark selection with an "X" or circle applicable)

<b>Experience as a:</b>	Sub-Contractor:		Main Contractor:
-------------------------	-----------------	--	------------------

<b>Client/ Employer OR Main Contractor's Details</b>  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.	Entity Name:	
	Contact Name:	
	Contact Tel:	- - - - -
	Contact Cell:	- - - - -
	Contact email / other:	
Enter the Client/ Employer's details, OR, if the works was done as a sub-contractor, enter the Main Contractor's Details		

<b>Contract Details</b>	Contract (Reference) 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 (Type of Project and Works Elements):**

<b>Which Works Type(s) best describe the project?</b>		
road widening/upgrades		new road construction
gravel to surfaced road upgrades		intersection improvements
major parking areas		access road upgrades
OTHER: provide a description of the type of project		interim roadways to informal settlements

<b>Which Works Element(s) were included in the project?</b>		
roadway layer-works		bulk earthworks
kerbing/ channelling		asphalt roadway surfacing
traffic calming measures		sidewalk/ walkway construction
retaining structures		stormwater drainage
OTHER: List works elements included in project		dealing with underground services

Confirmation of documentation submitted is to be recorded on Page 50.

**Failure to complete this form, sign, and return with the tender submission will result in the experience submission being deemed unacceptable.**

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

**EXPERIENCE SUBMISSION #2**

Reference is to be made to **Tender Data: C.2.1.3.**

(Where required, in the shaded areas, clearly mark selection with an "X" or circle applicable)

<b>Experience as a:</b>	<b>Sub-Contractor:</b>		<b>Main Contractor:</b>	
-------------------------	------------------------	--	-------------------------	--

<b>Client/ Employer OR Main Contractor's Details</b>  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.	Entity Name:																
	Contact Name:																
	Contact Tel:						-						-				
	Contact Cell:						-						-				
	Contact email / other:																
Enter the Client/ Employer's details, OR, if the works was done as a sub-contractor, enter the Main Contractor's Details																	

<b>Contract Details</b>	Contract (Reference) 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
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 (Type of Project and Works Elements):**

<b>Which Works Type(s) best describe the project?</b>		new road construction	
road widening/upgrades		intersection improvements	
gravel to surfaced road upgrades		access road upgrades	
major parking areas		interim roadways to informal settlements	
OTHER: provide a description of the type of project			

<b>Which Works Element(s) were included in the project?</b>		bulk earthworks	
roadway layer-works		asphalt roadway surfacing	
kerbing/ channelling		sidewalk/ walkway construction	
traffic calming measures		stormwater drainage	
retaining structures		dealing with underground services	
OTHER: List works elements included in project			

Confirmation of documentation submitted is to be recorded on Page 50.

**Failure to complete this form, sign, and return with the tender submission will result in the experience submission being deemed unacceptable.**

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

**EXPERIENCE SUBMISSION #3**

Reference is to be made to **Tender Data: C.2.1.3.**

(Where required, in the shaded areas, clearly mark selection with an "X" or circle applicable)

<b>Experience as a:</b>	<b>Sub-Contractor:</b>		<b>Main Contractor:</b>	
-------------------------	------------------------	--	-------------------------	--

<b>Client/ Employer OR Main Contractor's Details</b>  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.	Entity Name:																						
	Contact Name:																						
	Contact Tel:							-															
	Contact Cell:							-															
	Contact email / other:																						
Enter the Client/ Employer's details, OR, if the works was done as a sub-contractor, enter the Main Contractor's Details																							

<b>Contract Details</b>	Contract (Reference) 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 (Type of Project and Works Elements):**

<b>Which Works Type(s) best describe the project?</b>		new road construction	
road widening/upgrades		intersection improvements	
gravel to surfaced road upgrades		access road upgrades	
major parking areas		interim roadways to informal settlements	
OTHER: provide a description of the type of project			

<b>Which Works Element(s) were included in the project?</b>		bulk earthworks	
roadway layer-works		asphalt roadway surfacing	
kerbing/ channelling		sidewalk/ walkway construction	
traffic calming measures		stormwater drainage	
retaining structures		dealing with underground services	
OTHER: List works elements included in project			

Confirmation of documentation submitted is to be recorded on Page 50.

**Failure to complete this form, sign, and return with the tender submission will result in the experience submission being deemed unacceptable.**

*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: **3R-33164**

Contract Title: **UPGRADE OF TRK 95006 FROM GRAVEL TO ASPHALT IN WARD 04, FREDVILLE AREA OUTER WEST**

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 fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

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

**Signature** (*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 **14 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: **Roads Provision**

1.2.1.2 The address of the Employer is:  
Physical: Engineering Unit, 166 K.E Masinga Road, DURBAN, 4001  
Postal: Engineering Unit PO Box 680, DURBAN, 4000  
Telephone: 031 322 2879  
E-Mail: [sandile.masondo@durban.gov.za](mailto:sandile.masondo@durban.gov.za)

1.1.1.16 The **name of the Employer's Agent** is

1.2.1.2 The address of the Employer' Agent is: Engineering Unit, 166 K.E Masinga Road, DURBAN, 4001  
Physical: Engineering Unit, 166 K.E Masinga Road, DURBAN, 4001  
Postal: Engineering Unit PO Box 680, DURBAN, 4000  
Telephone: 031 311 7628  
E-Mail: [sandile.khulu@durban.gov.za](mailto:sandile.khulu@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 Division (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)
- Sub-Contracting Implementation Plan
- If required to be registered, in terms of the Occupational Injuries and Diseases Act (130 of 1993 as amended), the Contractor 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. Should the Contractor's Letter of Good Standing be expired, but an application for renewal has been made, the Contractor is to submit the expired Letter of Good Standing AND proof of an application for renewal.

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 2500** (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, **Plant, Materials, and Fuel** shall be based on **2023 = 100**.
- The Index for **Labour** shall be based on **2024 = 100**.

	<b>STATS SA Statistical Release</b>	<b>Table</b>	<b>Description</b>	<b>Coefficient</b>
<ul style="list-style-type: none"> <li>• “L” is the “Labour Index”</li> </ul>	P0141	Table A	Geographic Indices; CPI per Province; Kwa-Zulu Natal	<b>a = 0.28</b>
<ul style="list-style-type: none"> <li>• “P” is the “Contractor’s Equipment Index”</li> </ul>	P0151.1	Table 4	Plant and Equipment	<b>b = 0.28</b>
<ul style="list-style-type: none"> <li>• “M” is the “Materials Index”</li> </ul>	P0151.1	Table 6	Civil Engineering Material (excluding bitumen)	<b>c = 0.38</b>
<ul style="list-style-type: none"> <li>• “F” is the “Fuel Index”</li> </ul>	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 **RUBIS Asphalt South Africa 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%**.

The **percentage advance** on Plant not yet supplied to Site: **Not Required**

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.

8.6.1.1.2 The **value of Plant and materials** supplied by the Employer to be included in the insurance sum: **Not Required**

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 1 000 000.00.**

- Maximum first excess: **R 20 000.00**

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 2 000 000.00**
- 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: **R 20 000.00**

**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: **R 1 000 000.00**.
- 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 103**. 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 SUB-CONTRACTING

It is a condition of contract that the contractor must allow for a minimum of **15%** of the contract value (excluding PC Sum items and Fixed Cost allowances) to be subcontracted to contractors who are **>51%** owned by Black People. Proof of payment to the subcontractors will be required to verify that the minimum has been achieved.

The penalty for not achieving the specified Sub-Contracting Goal will be 0.5% of the contract value (excluding PC Sum items and Fixed Cost allowances) for every 1% 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>
---

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, of the Bill of Quantities.

**C1.2.3.5 PERFORMANCE MONITORING OF SERVICE PROVIDERS**

The Contractor shall be subjected to “Performance Monitoring” assessments in terms of the applicable Section (S.53) of the Employer’s Supply Chain Management Policy.

Key Performance Indicators (KPIs) are specified in the C3: Scope of Works, or will be discussed and agreed with the Contractor before commencement of the contract.

**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 C.1.2 and C.2.5 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 Part C of the Committee of Transport Officials (COTO) – Standard Specifications for Road and Bridge Works for South African Road Authorities – Draft Standard, 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 Specification.

Part C of the Standard 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 Specification, or the Scope of the works, conflict with the Bill of Quantities, the requirements of the Standard 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 C1.2: General Requirements and Provisions
- Part C1.4: Facilities for the Engineer
- Part C1.5: Accommodation of Traffic

**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.

**Value Related Items:** Value Related Items are not included in the Bill of Quantities. The Tenderer shall include any costs associated with Value Related Items under the relevant Fixed Charge Items or Time Related Items.

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**C2.2: BILL OF QUANTITIES**

The Bill of Quantities follows and comprises of 12 pages. The pages are numbered 68 to 80

**PART C3: SCOPE OF WORK**

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## **C3.1: PROJECT DESCRIPTION AND SCOPE OF CONTRACT**

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

The works entails the supply of all materials, labour and plant necessary for the upgrading of TRK 95006 within the Outer West area in Ward 04. The approximate total length of the road is 330m.

The employer's objective is to deliver the necessary public infrastructure using labour intensive methods for labour intensive works. The works shall be constructed using local labour within the community who are temporary unemployed.

The scope of works consists mainly of the following:

#### **Site Clearance**

General clearance of the area of works

#### **Earthworks and layerworks**

Cut to fill, cut to spoil and importing of suitable fill material

Road formation

Layerworks consisting of

150mm G7

150mm G5

150mm G2

#### **Drainage**

Edge restraint kerbs

#### **Asphalt Roadwork**

Construction of 5m wide, 40mm thick SA-S14 Asphalt Road

#### **Protection Works**

Construction of retaining structures: Gabion boxes and Geolock or similar approved retaining wall  
Guardrails

#### **Services**

Proving of services

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

The site is located within the outer west region in Fredville area (refer to Item C4.1: Locality Sketch) northwest of Durban CBD with GIS coordinates **29°43'05"S 30°39'36"E**.

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

There is no specific information regarding the nature of the ground and subsoil conditions available. Detailed assessments will be carried out on site by an external independent accredited SANAS Soil Laboratory

## **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) In general, at least two (2) weeks' notice is required by all the Municipal Departmental service organisations before the respective work teams can be deployed on site.

- (2) Should there be relocation of services required, the contractor shall allow and make time for delays in his programme.
- (3) Notification required by service organisations.
- (4) Vehicular and pedestrian access to private property is to be maintained at all times unless prior written permission to close the access has been obtained by the contractor, from the property owner / occupier, and approved by the Engineer.
- (5) Traffic restrictions
- (6) Vehicular access to private property is to be maintained.
- (7) Attention must be paid to the accommodation of pedestrians and traffic during the period of the contract. Adequately, safe pedestrian accommodation must be provided for the full duration of contract.

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 providing 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 COTO A2

### 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.

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

Before any work commences, the Contractor shall contact all private owners or public authorities controlling services so that they may, either protect, move or relocate any service as required, or confirm that all such work has been completed.

All known existing services and those services which require relocation and protection, are shown on the services plans. The Contractor's attention is drawn to the fact that such services information is based on information supplied by others, and the accuracy and completeness of this information has not been confirmed.

### PS.2.2 Proving Underground Services

This clause must be read in conjunction with COTO Ch2, 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 **in the BOQ**

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 **items in the BOQ**

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 eThekweni 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 eThekweni 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 eThekweni 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;

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 WATERMANS**

#### **PS.3.1 General**

Tenderer's attention is drawn to the following points regarding the watermains to be installed as part of this contract.

The contractor shall prove the position of water lines and ensure they are not damaged during construction. The proving of these water lines shall be included in the tenderer's rates. There is a known water pipe that is within the road reserve.

All known services have been shown on the services drawing, however, should any unknown watermains be discovered the Contractor shall be responsible for ensuring that water-mains are not damaged during construction and if a need to relocate or modify, the Contractor shall notify eThekweni Municipality.

Any relocations will be carried out by a Contractor/sub-contractor that will be approved by Metro Water, while the connection to the existing main will be done by Metro Water. Civil works will be carried out by the Main contractor. The Contractor shall notify the Engineer and service providers at least 2 weeks in advance for any relocations required, to enable all parties involved to be on site timeously

#### **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 eThekweni Water Services Directorate. Tolerances on valve cover levels shall be as specified in COTO A2. 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 Compaction 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**

No works to sewer drainage is envisaged.

##### **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**

The existing stormwater system is to be upgraded where necessary. New stormwater concrete pipes and concrete v-drains will be constructed as indicated on the 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 ELECTRICAL PLANT**

The Contractor's attention is drawn to the existing underground, surface and overhead cables, the Contractor has a responsibility to ensure there is no damage to these infrastructures

##### **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**

No relocation of electricity poles / cables are envisaged however care needs to be taken when working within close proximity to the electricity cables / poles.

**PS.6.3 MV / LV Cables**

No replacement of MV/LV cables are envisaged.

**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.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.

**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 site is bounded by residential properties,
- 2) The works will require machinery and plant of varying size,
- 3) The asphalt used will be delivered to site at a high temperature, which, after processing, remains hot for some time,
- 4) The manual moving of heavy pre-cast products will be required,
- 5) The gradient of the site is fairly steep in some areas. Plant and machinery need to be well controlled.

- 6) Stormwater run-off from the site will have to be well managed,
- 7) There are numerous services which the Contractor will either have to protect or relocate,

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 Tenderer's 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.

**PS.11 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.

The Contractor is to take note of the prevailing security rate in the rate area, together with the allowable PSIRA rates for security when pricing this item.

The process of negotiation will not be deemed as work stoppage.

Payment for this item shall be made under Section 1, Part 0102 of the Bill of Quantities.

**PS.12 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.

The following KPIs will be applicable to this contract:

- (a) Contractor adherence to Health and safety
- (b) Compliance with site induction requirements
- (c) Adherence to quality and standards applicable
- (d) Management of social and community issues
- (e) Quality assurance & control (viz. Testing etc.) & implementation.
- (f) Adherence to programme
- (g) Actual Length of Gravel to Surface Road Constructed
- (h) Total FTE'S for this project
- (i) Time Management
- (j) Financial Management
- (k) Quality Management
- (l) Meeting Sub-contracting Target

**PS.13 SUPPLY OF PLANT, MATERIAL AND LABOUR**

Except where otherwise specified the Contractor shall at his own expense supply and provide all the construction plant, temporary works, materials for both temporary and permanent works, labour (including supervision thereof), transport to and from the site and in and about the works and other things of every kind required for the construction, completion and where specified, maintenance of the works. The contractor shall also make his own arrangements with the proper authorities and at his own cost for the supply of water, electricity and any other services he may require for the construction and completion of the works.

**PS.14 FTE (FULL TIME EQUIVALENT) EMPLOYMENT INFORMATION**

Refer to the Contract Data Part C1.2.3.4

**PS. 15 TESTING**

Further to clause AB.6, the Contractor is to include in his unit rates for the cost of classification testing of all materials delivered to site intended for use in the layer works and for all density control testing of all layer works as per the pavement design illustrated on the contract drawings.

The Contractor is to provide results of all control testing to the Employer's Agent's Representative, if satisfied the Employer's Agent's Representative will then give the Contractor written permission to proceed with the next stage of construction.

Random acceptance testing will be undertaken by the Roads Provision Department, Pavement and Geotechnical Engineering Branch.

The Contractor is to include in his rates for testing of all concrete items in accordance with clause C.7 of the Durban Standard Engineering Specifications.

**PS. 16 Submission of AS-BUILT DATA**

The contractor shall supply the Employers Agent with an electronic copy and hard copy of:

(a) A list of surveyed co-ordinates of all work carried out.

(b) The survey must include:

- All new works carried out: kerb line including channel, road edge, road markings, edge of sidewalks, trees, access points, services (existing and new), different hatching to indicate different types of surfacing.

- A list of co-ordinates of different services which are newly installed, relocated or existing.

- A coordinated list of all catchpits, manholes and headwalls, gabion and reno-mattresses structures newly constructed, modified or existing.

- A list of surveyed co-ordinates of all retaining walls, dwellings, fencing and services within the vicinity of the works.

(c) Materials As-Built records captured as per the eThekweni Municipality Materials As-Built record template

(d) Hard copies in A0 paper, and

a coordinated soft copy of the survey in .dxf/.dwg/.dr4 format.

The contractor must also give the Employers Agent a materials as-built spreadsheet in the format

approved by the Senior Manager of the Pavement and Geotechnical Laboratory – City Engineers.

The Certificate of Completion shall not be issued unless the above information has been forwarded and approved by the Employers Agent.

An allowance has been made for the payment for this item in the BOQ.

The Employer's Agent shall provide the specifications of the drone to be used.

**PS. 17 Progress Photographs**

A provisional sum has been included in the BOQ for digital photographs and aerial photographs to be taken. The photographs shall be taken monthly across the entire site, including aerial photos, at the discretion of the Employers Agent.

The digital and aerial photographs shall be taken monthly across the entire site, or at the discretion of the Employers Agent. This may include the use of a drone to capture images.

**PS. 18 ADDITIONAL SURVEY**

An item has been provided in the BOQ for additional survey to be undertaken upon the Employer's Agent's request by the contractor for the Employers Agent's use. An item for handling cost has been provided in the BOQ for the Contractor administration in this regard.

**PS. 19 ALLOWANCE FOR LABORATORY ACCEPTANCE TESTING.**

During the Contract the Employers Agent will require acceptance testing for all earthworks, roadworks, structural works, concrete works etc.

The contractor will let out the Expression of Interest detailing the above-mentioned. The Employer's Agent will provide all the necessary information. On receipt of the quotations, the contractor shall submit them to the Employer's Agent who shall undertake an evaluation and provide a recommendation of the most responsive tenderer for acceptance by the contractor. On acceptance, the contractor shall appoint the most responsive Tenderer.

As additional item is included in the BOQ to cover the contractors handling costs for this item.

The Control Testing done by the contractor is **not** covered by this item. The Contractors control testing shall be included in the BOQ items as specified in COTO.

**PS. 20 COMMUNITY LIASON OFFICER**

The ward councillor of **ward 103** work is to identify a community liaison officer (CLO) for the project who must represent both the Community and Clients criteria and make the person known to the Contractor within two days of being requested to do so. Allowance has been made for 1 (one) CLO for the duration for the duration of the project. 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.

The CLO must have the capacity to engage with all relevant stakeholders and interested parties / business forums and must be held accountable for allocated responsibilities. The CLO not fulfilling required duties can have their appointment terminated and can be replaced with an alternative incumbent after notification and discussion with relevant Community Structures and through the appointed Councillor of the relevant Ward/s in which the project is being constructed.

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. Handling costs and profit in respect of the provided invoiced amounts for CLO shall not exceed a maximum of 10%.

## **PS. 21      STAKEHOLDER MANAGEMENT AND LIAISON**

The construction environment is one of uncertainty in terms of participation expected from various bodies, organisations and community structures that may present themselves in various guises and forms.

The employer has identified this as a contractual risk, but is unable to directly influence actions that will mitigate these risks. It is therefore a condition of this contract that any risk pertaining to the above stated conditions are placed as the sole responsibility of the contractor who is best suited to and possesses the most influence in identifying, mitigating and managing these risks.

The contractor is therefore required to take whatever steps deemed necessary to prevent any delays or cost implications to the project, by actively putting in place a Stakeholder Management Plan that deals with:

1. Create a Stakeholder Register which identifies all stakeholders at the onset and throughout the duration of the contract
2. Categorizing of stakeholders according to their interests, influence and contribution to the project
3. Rating of stakeholders according to their influence and power on the project
4. Addressing and communicating contractual opportunities to the identified groups
5. Identifying Risks associated with stakeholders
6. Continuous mitigation of Risks in terms of the Stakeholder Management Plan

The identification of Stakeholders and the contents of the Stakeholder Management Plan must be continuously updated, and shall be approved by the Employer's Agent.

### **C3.3: STANDARD SPECIFICATIONS**

- C3.3.1** The Specifications on which this contract is based are the COTO (Committee of Transport Officials) Standards Specifications for Road and Bridge Works for South African Road Authorities. This document is obtainable separately, and Tenderers shall obtain their own copies of the applicable Sections.

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### **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.

<b>PS.C1.2</b>	<b>GENERAL REQUIREMENTS AND PROVISIONS</b>	
<b>PS.C1.2.1.1</b>	<b>Monitoring of compliance with and reporting on the EMP:</b> In addition to the standard specification, all requirements according to the environmental Management Plan as detailed in C3.4: Particular Specifications, will be adhered to.	
<b>PS.C1.2.1.2</b>	<b>Dedicated Environmental Officer:</b> The Environmental Control Officer (ECO) shall conduct the following activities: <ul style="list-style-type: none"> <li>• Brief the Contractor about the requirements of the Environmental Specification, Environmental Management Plan and any other relevant document, specification or Act as applicable.</li> <li>• Audit, monitor, report and keep a record of the performance of the Contractor / Project in terms of environmental compliance one a monthly basis.</li> <li>• Provide technical advice relating to environmental issues as required.</li> <li>• Attend monthly site meetings to report on the performance of the Contractor / Project</li> <li>• Conduct a close out audit and report on the Project once the construction camp has been cleared.</li> </ul>	
<b>PS.C1.2.2.3</b>	<b>Submission of a Scheme 2 Programme:</b> 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: <ul style="list-style-type: none"> <li>(a) Items mentioned in In addition to PS1,</li> <li>(b) All pavement designs to be done and submitted at-least one month before the pavement is to be laid.</li> </ul> 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.	
<b>PS.C1.2.2.5</b>	<b>Reviewing and Updating a Scheme 2 Programme every month:</b> The contractor shall update the programme every month and submit to the Engineer.  The Contractor shall revise the programme when instructed to do so by the Engineer in accordance with the requirements of the Conditions of Contract or when the Contractor is aware that the programme no longer reflects the way in which the Contractor plans to execute the remaining work.  Payment shall be made only upon the revised programme being accepted by the Employer's Agent, regardless of the number of iterations / revisions / corrections made before the programme was accepted by the Employer's Agent.	
<b>PS.C1.3</b>	<b>THE CONTRACTOR'S SITE ESTABLISHMENT AND GENERAL OBLIGATIONS</b>	
<b>PS.C1.3.1</b>	<b>The Contractor's General Obligations:</b> In addition to the Standard Specification, the Contractors General Obligations shall also include:	

	<ul style="list-style-type: none"> <li>• Training and supervision of local labour</li> <li>• Management of labour where labour enhance construction methods are specified</li> <li>• Compliance with, and application of the Compensation for Occupational Injuries and Diseases Act</li> <li>• The Contractor's camp site and store yard.</li> </ul> <p>Note: The Contractor's office for this contract shall be as required to fulfill 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.</p> <p><b>The Employer has not made a site available to the contractor.</b> If the Employer can make any specific site available to the Contractor, such site will be pointed out to the Contractor.</p> <p>However the Contractor may, if he prefers to, have a camp site at another location and must first obtain the written permission of the landowner, and subsequently the Engineer, to do so.</p> <p>Any clearing of the site that is necessary and the making good after de-establishment will be the responsibility of the Contractor.</p> <p>The following conditions shall also apply:</p> <ol style="list-style-type: none"> <li>I. None of the existing roads shall be damaged in any way.</li> <li>II. No waterborne sewerage facilities or potable water connection are available on the site. The Contractor shall make his own arrangements in this regard.</li> <li>III. No electrical facilities exist on site.</li> <li>IV. 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 Engineer; Deputy Head: Real Estate and/or Deputy Head 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.</li> </ol> <p>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.</p> <p>No informal housing or squatting will be allowed.</p> <p>Chemical toilets only will be allowed where temporary facilities have to be provided.</p>	
<b>PS.C1.3.2</b>	<b>Contract Sign Boards:</b>	
	<p>The typical notice board layout is given in <b>section C3.6.</b></p> <p>The tendered rate shall include full compensation for providing and erecting each sign board (two), including for timber poles, concrete bases if required, fixings, excavation and backfill, and for the later removal of the sign board, structures and fixings, and reinstating the area upon completion of the contract. The rate shall include for all labour, plant, tools, materials and equipment.</p>	
<b>PS.C.1.6</b>	<b>CLEARING AND GRUBBING</b>	
<b>PS.C1.6.4.1</b>	<b>Removal of buildings and structures</b>	
	<b>Removal of pipe culverts:</b>	

	The unit of measure is metre (m). The rate shall cover labour and plant necessary for the removal of the existing pipe culverts, loading and spoiling at the approved spoil site.	
<b>PS.C1.7</b>	<b>LOADING AND HAULING</b>	
	The Contractor shall make his own arrangements for the provision of a suitable approved dumping site off the site for the disposal of material obtained from excavations, demolition, clearing and grubbing, and rock cuttings. The rates in the Bill of Quantities are to include all costs of fees payable to cover the disposal of waste material at the dumping site.	
<b>PS.C2.1</b>	<b>GENERAL REQUIREMENTS AND TRENCHING FOR SERVICES</b>	
<b>PS.C2.1.1.1</b>	<b>Contractor's Obligations:</b>	
	<p>Before any work commences, the Contractor shall contact all private owners or public authorities controlling services so that they may, either protect, move or relocate any service as required, or confirm that all such work has been completed.</p> <p>Payment will not be made for any inconvenience caused to the Contractor in regard to any services crossing the site or any authority working on or relocating any such services, nor will any delays caused by such work or relocation be accepted as a basis for claiming an extension of time for completing the works.</p> <p>All known existing services and those services which require relocation and protection, are shown on the services plans. The Contractor's attention is drawn to the fact that such services information is based on information supplied by others, and the accuracy and completeness of this information has not been confirmed. The Contractor will therefore be required to proceed with extreme caution in order to avoid damage to existing services. Before commencing any work in the vicinity of services, the Contractor shall contact the relevant service authorities for assistance in locating the exact position of the services and where necessary the Contractor shall accurately locate the services by careful hand excavation.</p> <p>In general, the Engineer may call upon the Contractor to re-excavate trenches previously dug and backfilled by others where in the opinion of the Engineer such work is necessary to ensure the stability of any other works over such trenches. This in no way relieves the Contractor of his responsibilities in terms of the works.</p>	
<b>PS.C2.1.6</b>	<b>Trench Excavation:</b>	
	<p>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.</p> <p>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.</p> <p>The following requirements in respect of trench excavation, backfilling and reinstatement shall be adhered to:</p> <p>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.</p>	

	<p>2) It is considered that portion of the excavated material will not comply with the specification for material suitable for backfilling in areas subject to traffic loading. An item has been included in the Bill of Quantities for the disposal of unsuitable material to tip and the Contractor's tendered rate for this item shall include for stockpiling if deemed necessary.</p> <p>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</p> <p>4) Notwithstanding the method of trench excavation adopted by the Contractor, the restriction on the maximum trench width 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.</p> <p>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.</p>	
	<p><b>Shoring of Trenches to Excavations:</b></p>	
	<p>The Contractor shall be responsible for the design and installation of all shoring where applicable, which must not only comply with all of the relevant safety regulations pertaining to the provision of safe working conditions in earthwork excavations but also will provide sufficient lateral support to minimise any damage to adjacent structures, services or road surfaces.</p> <p>In addition to the above all excavations in road reserves and adjacent to structures and where excavations are in excess of 1,0 m in depth shall be supported with close shoring and no open or intermittent shoring of any description will be permitted.</p> <p>The minimum requirements for shoring of these trench excavations shall be as follows:</p> <p>1) Either ribbed steel trench sheeting of suitable thickness with an edged return for interlocking or suitably sized timber poling boards or runners are to be used. Adequate sized walings at suitable intervals are to be provided. Struts shall consist of either adjustable tubular steel jacks or timber suitably sized for the load application.</p> <p>2) The shoring for the excavations shall be progressively installed as the excavation proceeds. Care being taken to ensure the soil is not removed within a minimum 300 mm of the toe of the runners.</p> <p>3) Installation of shoring after the trench has been excavated to a depth in excess of 1,5 m is not acceptable.</p> <p>4) Details of the proposed shoring must be supplied to the Engineer at least two weeks before the operation commences. During the backfilling, the sides of the trench including the road layers above any over-excavated sections are to be cut back to a point behind the over excavation.</p> <p>5) No separate item has been allowed for in the Bill of quantities and the Contractor shall allow in his excavation rates for shoring as necessary.</p> <p>The cutting back of the trench sides shall be to the Contractor's account.</p>	
<p><b>PS.C2.1.16</b></p>	<p><b>Subsurface Drains in Trench Bottoms:</b></p>	

	<p>The unit of measurement shall be the metre of subsoil drain constructed complete as specified or shown on the drawings.</p> <p>These shall be "Netlon" plastic subsoil pipes complying with SABS 791 as amended, or the new Flo Drain system.</p> <p>Hole Size : 5 ∇ 1 mm Diameter                  Diameter of Pipe: 100 ∇ 10 mm.                  Pipe Invert : 25% of the circumference of the pipe is to be free from slots or holes to form an invert to the pipe.</p> <p>The outfall end of each run of subsoil drain shall be built into the nearest inlet/manhole or headwall.</p> <p>The stone aggregate used for the subsoil drain filter shall consist of 9,5 mm crushed stone conforming to the following grading:</p> <table border="1" data-bbox="363 689 1059 817"> <tr> <td>Sieve size mm</td> <td>132</td> <td>95</td> <td>67</td> <td>475</td> <td>236</td> </tr> <tr> <td>% Passing</td> <td>100</td> <td>85 - 100</td> <td>0 - 55</td> <td>0 - 25</td> <td>0 - 5</td> </tr> </table> <p>River sand for subsoil drain filter shall consist of clean river sand conforming to the following grading :</p> <table border="1" data-bbox="363 943 970 1086"> <tr> <td>Sieve size mm</td> <td>67</td> <td>475</td> <td>150</td> <td>75</td> </tr> <tr> <td>% Passing</td> <td>100</td> <td>90 -100</td> <td>0 - 15</td> <td>0 – 3</td> </tr> </table> <p>and having a Fineness Modulus of 2,0 - 3,5.</p> <p>The geofabric shall include for wrapping the geofabric around either the subsoil pipe, subsoil drain or stone bedding</p> <p>The tendered rate shall include full compensation for constructing the subsoil drain complete, including excavation by hand in soft material, the supply and installation of geotextiles and pipes and the supply and placing of any drainage aggregate. The rate shall be subject to an extra over-payment under item C2.1.7 and shall also be subject to additional payment under item C2.1.17 for the removal disposal of any surplus or unsuitable excavated material to spoil sites provided either by the Employer or the Contractor.</p>	Sieve size mm	132	95	67	475	236	% Passing	100	85 - 100	0 - 55	0 - 25	0 - 5	Sieve size mm	67	475	150	75	% Passing	100	90 -100	0 - 15	0 – 3	
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Sieve size mm	67	475	150	75																				
% Passing	100	90 -100	0 - 15	0 – 3																				
<p><b>PS.C3.3.2.1</b></p>	<p><b>Precast Concrete Kerbing and Cast In-situ Channeling:</b></p> <p>The grade of concrete for all cast in-situ work shall be grade 20/13</p> <p>The sealer shall conform to B.S.4254 of 1967 - Two part polysulphide based sealants for the building industry, as amended.</p> <p>All kerbs shall be precast, supplied in 1 m lengths and shall conform to the requirements of S.A.B.S. 927 of 1969 - Precast concrete kerbs and channels as published in General Notice 463 dated 9 July 1982.</p> <p>If the curve radius is less than 25 m, but greater than 2 m, the maximum permissible length of kerb shall be 300 mm. Where the kerb radius is less than 2 m the kerb and channel shall be cast-in-situ.</p> <p>It is essential that moulds are manufactured and braced from a material which will not warp or distort after repeated use.</p>																							

	<p>Kerbs and in-situ channels shall be laid on a concrete foundation true to line and level to the dimensions shown on the contract drawings. The correct grade and line shall be maintained by use of an approved cord or line. The Contractor shall place sufficient pegs to ensure that the kerbs are laid on a true curve and NOT in a series of chords. Levels shall be adhered to strictly, particularly when graded channels are required between inlets. Kerbs shall be laid with a 13 mm gap and this joint shall be filled with cement mortar and the outside face of the joint shall be struck with a semi-circular jointer.</p> <p>In addition, suitable expansion joints 13 mm in width shall be provided at ± 18,0 m centres through kerb, channel and supporting concrete. This joint shall consist of a compressible material and polysulphide filler which shall match the colour of the concrete.</p> <p>Unless otherwise stated in the drawing, the interface between the channel/fillet and the road asphalt is the sett position, as such the kerbs and channels/fillets shall be constructed relative to the sett position and true to level. The precast items and cast-in-situ channels/fillets shall be protected from damage from the remaining road construction operations.</p> <p>For COTO item C3.3.2.1, the Kerb only shall be prefabricated, and all other components shall be cast in-situ (channels, backing, base etc.)</p> <p>The unit of measurement shall be the metre (m) and the rate shall cover the supply of all precast items, including transporting, loading, laying and jointing (including all expansion joints and sealer), cast-in-situ concrete foundation, including mixing, laying, float finishing, setting out of kerb and channel, all supervision, plant, testing, labour, equipment, materials, protection and incidentals necessary to complete the work as specified.</p> <p>Unit of Measure: Meter (m)</p> <p>Standard drawings refer to drawing no. 38577</p>	
<b>PS.C4.2</b>	<b>Earthworks:</b>	
	<p>Tenderers are to note that all topsoil from site is to be excavated to stockpile for later use.</p> <p>Cut material should ideally be moved directly to fill unless there are circumstance that prevent the contractor from doing so. Moving of material from cut to stockpile shall only be done with the approval of the Engineer. The exact location shall be pointed out by the Engineer. The unit of measurement shall be cubic meter (m<sup>3</sup>) and shall include for labour, plant, and material.</p> <p>The nature of the roadworks is such that a fair amount of the excavation shall be in concrete / asphalt / intermediate / hard and soft materials. Quantities for any concrete / asphalt requiring breaking up with the use of excavators / breakers shall be measured prior to excavation and agreed upon by the Engineer.</p> <p>No additional payment shall be made for restricted excavation and the Tenderer shall therefore make due allowance in the rates for any additional work or hand excavation.</p>	
	<b>Excavation of Road Layers:</b>	
	<p>Existing road layerworks, excluding the asphalt, shall be excavated as restricted excavation ensuring no contaminating between layers and either:</p> <ul style="list-style-type: none"> <li>(a) storing on site for re-use, or;</li> <li>(b) transporting and off-loading to the Municipal Depot, either in Malacca in Durban North or the Phoenix Depot or</li> <li>(c) transporting to the Municipal depot in Verulam and off-loading or</li> <li>(d) spoiling at an approved tip site.</li> </ul>	

	The Contractor's rate for the removal of the layerworks, excluding the asphalt, shall include for the full operation, inclusive of haulage, and is to include for the restricted operation as well.	
	<b>Excavation of Asphalt and Concrete in Road:</b>	
	The unit of measure is cubic meters (m <sup>3</sup> ). The rate shall cover labour and plant necessary for removal of abandoned roadways, sidewalk / median, concrete sidewalks, scoops, pedestrian and vehicular, interlocking blocks, asphalt paving and brick paving.	
<b>PS. C5.1.1.2</b>	<b>Roadbed Construction</b>	
	Any particle size greater than 100 mm within this layer shall be removed and replaced with suitable material. The whole of the roadbed, except where stabilised shall then be proof-rolled with a vehicle having a minimum wheel load of 20 kN in order to determine any soft spots.  The Contractor is responsible for protecting the formation at all times. No construction traffic that is likely to cause damage shall be allowed on the formation. Preparation of the formation shall only be carried out after all services and ducts have been laid. Soft spots shall be removed and replaced with suitable material and compacted in accordance with the specification.	
<b>PS.C9.1</b>	<b>Asphalt Layers:</b>	
	<b>Construction:</b>	
	In the areas to be patched the in-situ asphalt surfacing shall be removed to a depth of 100 mm. The sides shall be cut vertically with the edges square. The exposed surface shall be swept of all loose material, a tack coat applied to the bottom and sides and then patched with asphalt base course. After compaction the surface of the patch shall be flush with the adjacent road surface.	
	<b>Laying of Asphalt:</b>	
	<b>Tenderer's are to further take note of the Technical Specification for Asphalt Contained at the end of this section.</b>	

<b>PS.C11.7.1</b>	<p><b>Road Markings:</b></p> <p>The plastic road marking material shall also comply with the requirements of Specification BS.3262, 1987 Part 3.</p> <p>A) The material shall consist of a light-coloured aggregate, pigment and extender, bound together with a thermoplastic resin, plasticised as necessary.</p> <p>The approximate composition of the material as laid is dependent on the appropriate specification, but for example shall be:</p> <table style="margin-left: 40px;"> <tr> <td>Aggregate</td> <td>40 parts</td> </tr> <tr> <td>Solid Glass Beads</td> <td>20 parts</td> </tr> <tr> <td>Pigment and Extender</td> <td>20 parts</td> </tr> <tr> <td>Binder</td> <td>20 parts</td> </tr> </table> <p>The proportioning of the various ingredients shall be such that the material, when in a molten state, can be sprayed readily onto the road surface to give an even line of good definition.</p> <p>B) Aggregate: The aggregate shall consist of white silica sand, crushed calcite calcined flint, quartz, or other approved aggregate.</p> <p>C) Reflectorisation: The solid glass beads incorporated in the mixture shall comply with the Class A category of BS 6088 (1981) that is:</p> <table style="margin-left: 40px;"> <thead> <tr> <th>Sieve</th> <th>% Retained</th> </tr> </thead> <tbody> <tr> <td>0,18 mm</td> <td>0 - 3</td> </tr> <tr> <td>0,850 mm</td> <td>5 - 20</td> </tr> <tr> <td>0,425 mm</td> <td>65 - 95</td> </tr> <tr> <td>Below 0,425 mm</td> <td>0 - 10</td> </tr> </tbody> </table> <p style="margin-left: 40px;">Minimum of spherical beads by number 70%</p> <p>D) Luminance: The luminance factor of white SPRAYPLASTIC shall be not less than 70</p> <p>E) Flow resistance: The percentage decrease in the height of the cone of SPRAYPLASTIC shall not be more than 25 after testing for 48 hours at 23 C (temperate grade) or 40 C (semi-tropical or tropical grades).</p> <p>F) Low Temperature Impact Resistance: SPRAYPLASTIC shall pass the impact test when tested at -10 C (temperate grade) or -1 C (semi-tropical or tropical grades).</p> <p>G) Abrasion resistance: The abrasive wear of SPRAYPLASTIC shall typically be less than 0,5 g per 100 revolutions.</p> <p>Items have been included in the Bill of Quantities for the provision of temporary road marking using P.V.A. paint.</p>	Aggregate	40 parts	Solid Glass Beads	20 parts	Pigment and Extender	20 parts	Binder	20 parts	Sieve	% Retained	0,18 mm	0 - 3	0,850 mm	5 - 20	0,425 mm	65 - 95	Below 0,425 mm	0 - 10
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### **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)

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

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

**Civil Works:** It details all the Civil related works for this Contract.

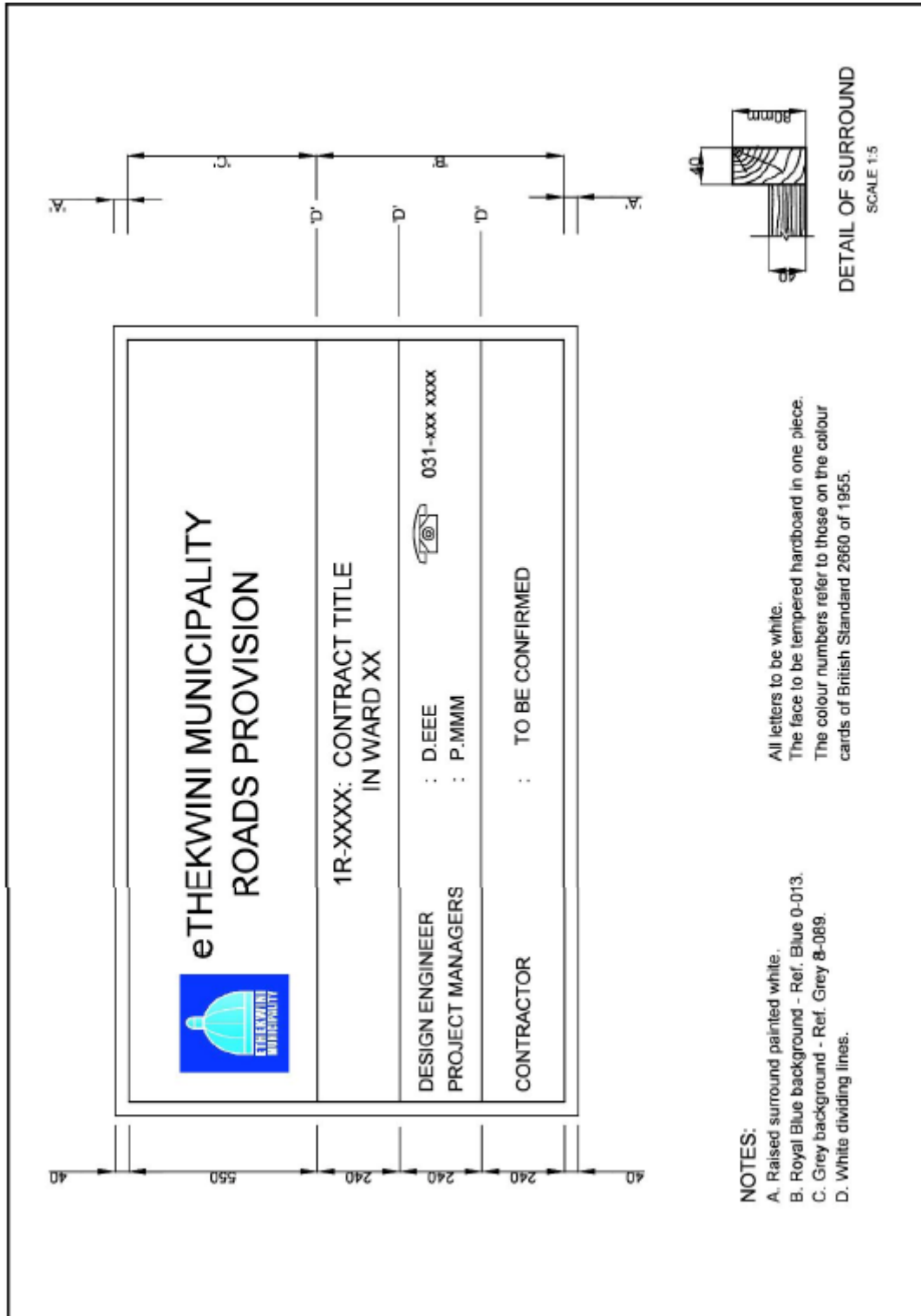
#### **C3.5.2 STANDARD DRAWINGS**

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
38575	Sub-Soil Drain, Pipe Bedding and Pipe Protection Details	February	1990
38576	Headwall Details	February	1990
38577	Kerbing Details	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
38583	Wire Mesh Fence and Gate Details	February	1990
38585	Water Connections, Pipework and Fittings	February	1990

**C3.6: ANNEXURES**

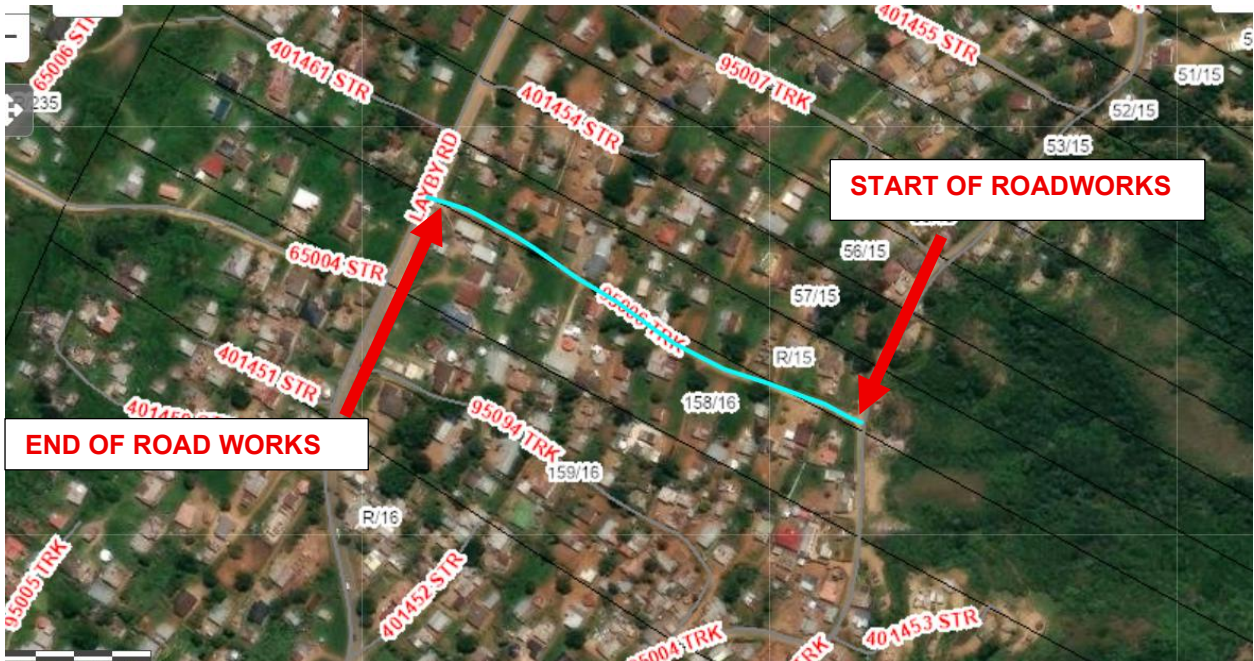
**C3.6.1 Notice Board**



## PART C4: SITE INFORMATION

### C4.1 LOCALITY PLAN

Site Location: 29°43'05"S 30°39'36"E



### C4.2 CONDITIONS ON SITE

There is no specific geotechnical information or other site information.

### C4.3 TEST RESULTS

There are no specific test results.