



## INDEX to PROCUREMENT DOCUMENT

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## **PART T1: TENDERING PROCEDURES**

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

The eThekweni Municipality's Coastal Stormwater and Catchment Management Department seeks to appoint a Contractor for use on an "As-and-when-required" basis for a period of three years.. The panels will be evaluated and formulated using the submitted Rates for a "basket" of items. When required, Contracts for specific Works will be issued using Works Package Orders. These will also be compiled using the submitted Rates.

The Works, when required, will include, inter-alia, the repair and rehabilitation of civil and structural works related to river, coastal, stormwater infrastructure and other related, miscellaneous, unscheduled, emergency Works.

The establishment of the panels gives no guarantee of any quantum of works being issued. Work Package Orders may be issued on an "As-and-when-required" basis, dependant on adequate funding being sourced. The use of the panels will be on a non-exclusive basis. It will be at the Employer's sole discretion if the panels will be used, or if projects will be facilitated through any other procurement mechanism.

Subject	Description	Tender Data
<b>Employer</b>	The Employer is the eThekweni Municipality as represented by: <b>Deputy Head: COASTAL STORMWATER &amp; CATCHMENT MANAGEMENT</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 <b>6 or Higher CE</b> (or higher).	C.2.1.2
<b>Meeting Type</b>	<b>No Clarification Meeting. Email queries to be submitted by 12 May 2026 and consolidated answers to questions to be uploaded on 19 May 2026.</b>	C.2.7
<b>Meeting Details</b>	N/A	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: <b>Name: Mzwandile Gumbi</b> <b>Tel: 031-311-7523</b> <b>eMail: Mzwandile.Gumbi@durban.gov.za</b>	C.1.4
<b>Submitting a Tender Offer</b>	The Tender Offer (hard copy) shall be delivered to: <b>The Tender Box in the foyer of the Municipal Building, 166 KE Masinga Road, Durban</b>  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>29/05/2026</b> , at or before <b>11h00</b> .	C.2.15
<b>Evaluation of Tender Offers</b>	<b>The 80/20</b> Price Preference Point System, 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>Applicable</b>
Standard for Developing Skills through Infrastructure Contracts	<b>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 eThekwini Supplier 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 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)**

- 8) 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**

- 9) 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 (eThekweni Supplier Portal (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**

<b>C.1</b>	<b>General</b>		<i>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.</i>
<b>C.1.1</b>	<b>Actions</b>		
<b>C.1.1.1</b>	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.	<b>C.1.1.3</b>	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.
<b>C.1.1.2</b>	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.	<b>C.1.2</b>	<b>Tender Documents</b>  The documents issued by the employer for the purpose of a tender offer are listed in the <b>Tender Data</b> .
	<i>Note:</i> <i>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.</i>	<b>C.1.3</b>	<b>Interpretation</b>
		<b>C.1.3.1</b>	The <b>Tender Data</b> 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.
		<b>C.1.3.2</b>	These conditions of tender, the <b>Tender Data</b> and tender schedules which are required for tender evaluation purposes, shall form part of any contract arising from the invitation to tender.

<p>C.1.3.3 For the purposes of these conditions of tender, the following definitions apply:</p> <p>a) <b>conflict of interest</b> means any situation in which:</p> <p>i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfil his or her duties impartially;</p> <p>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</p> <p>iii) incompatibility or contradictory interests exist between an employee and the tenderer who employs that employee.</p> <p>b) <b>comparative offer</b> means the price after the factors of a non-firm price and all unconditional <b>discounts</b> it can be utilised to have been taken into consideration;</p> <p>c) <b>corrupt practice</b> 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;</p> <p>d) <b>fraudulent practice</b> 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;</p>	<p>c) no acceptable tenders are received;</p> <p>d) there is a material irregularity in the tender process.</p>
<p><b>C.1.4 Communication and employer's agent</b></p> <p>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 <b>Tender Data</b>.</p>	<p>C.1.5.2 The decision to cancel a tender invitation must be published in the same manner in which the <i>original</i> tender invitation was advertised.</p>
<p><b>C.1.5 Cancellation and Re-Invitation of Tenders</b></p> <p>C.1.5.1 An employer may, prior to the award of the tender, cancel a tender if-</p> <p>a) due to changed circumstances, there is no longer a need for the engineering and construction works specified in the invitation;</p> <p>b) funds are no longer available to cover the total envisaged expenditure;</p>	<p>C.1.5.3 An employer may only with the prior approval of the relevant treasury cancel a tender invitation for the second time.</p> <p><b>C.1.6 Procurement procedures</b></p> <p><b>C.1.6.1 General</b></p> <p>Unless otherwise stated in the <b>Tender Data</b>, 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.</p> <p><b>C.1.6.2 Competitive negotiation procedure</b></p> <p>C.1.6.2.1 Where the <b>Tender Data</b> 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.</p> <p>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 <b>Tender Data</b> shall be invited to enter into competitive negotiations based on the principle of equal treatment, keeping confidential the proposed solutions and associated information.</p> <p>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 distort competition or have a discriminatory effect.</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.	submit a tender offer and obtain the employer's written approval to do so prior to the closing time for tenders.
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.	<b>C.2.2 Cost of tendering</b>
<b>C.1.6.3 Proposal procedure using the two stage-system</b>	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.
<b>C.1.6.3.1 Option 1</b>	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.
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.	<b>C.2.3 Check documents</b>
<b>C.1.6.3.2 Option 2</b>	Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.
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.	<b>C.2.4 Confidentiality and copyright of documents</b>
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.	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.
<b>C.2 Tenderer's obligations</b>	<b>C.2.5 Reference documents</b>
<b>C.2.1 Eligibility</b>	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.
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.	<b>C.2.6 Acknowledge addenda</b>
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 which formed part of the qualifying requirements used by the employer as the basis in a prior process to invite the tenderer to	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.
	<b>C.2.7 Clarification meeting</b>
	Attend, where required, a clarification meeting at which tenderers may familiarize themselves

<p>with aspects of the proposed work, services or supply and raise questions. Details of the meeting(s) are stated in the <b>Tender Data</b>.</p>	<p><b>C.2.12 Alternative tender offers</b></p>
<p><b>C.2.8 Seek clarification</b></p> <p>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 <b>Tender Data</b>.</p>	<p>C.2.12.1 Unless otherwise stated in the <b>Tender Data</b>, 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.</p>
<p><b>C.2.9 Insurance</b></p> <p>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 <b>Contract Data</b>. The tenderer is advised to seek qualified advice regarding insurance.</p>	<p>C.2.12.2 Accept that an alternative tender offer must be based only on the criteria stated in the <b>Tender Data</b> or criteria otherwise acceptable to the employer.</p> <p>C.2.12.3 An alternative tender offer must only be considered if the main tender offer is the winning tender.</p>
<p><b>C.2.10 Pricing the tender offer</b></p>	<p><b>C.2.13 Submitting a tender offer</b></p>
<p>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 <b>Tender Data</b>.</p>	<p>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 <b>Contract Data</b> and described in the scope of works, unless stated otherwise in the <b>Tender Data</b>.</p>
<p>C.2.10.2 Show VAT payable by the employer separately as an addition to the tendered total of the prices.</p>	<p>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.</p>
<p>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 <b>Contract Data</b>.</p>	<p>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 <b>Tender Data</b>, 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.</p>
<p>C.2.10.4 State the rates and prices in Rand unless instructed otherwise in the <b>Tender Data</b>. The conditions of contract identified in the <b>Contract Data</b> may provide for part payment in other currencies.</p>	<p>C.2.13.4 Sign the original and all copies of the tender offer where required in terms of the <b>Tender Data</b>. 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.</p>
<p><b>C.2.11 Alterations to documents</b></p> <p>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.</p>	<p>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</p>

<p>employer's address and identification details stated in the <b>Tender Data</b>, as well as the tenderer's name and contact address.</p>	<p>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 <b>Tender Data</b> after the closing time stated in the <b>Tender Data</b>.</p>
<p>C.2.13.6 Where a two-envelope system is required in terms of the <b>Tender Data</b>, place and seal the returnable documents listed in the <b>Tender Data</b> 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 <b>Tender Data</b>, as well as the tenderer's name and contact address.</p>	<p>C.2.16.2 If requested by the employer, consider extending the validity period stated in the <b>Tender Data</b> for an agreed additional period with or without any conditions attached to such extension.</p>
<p>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 <b>Tender Data</b>.</p>	<p>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).</p>
<p>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.</p>	<p>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".</p>
<p>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 <b>Tender Data</b>.</p>	<p><b>C.2.17 Clarification of tender offer after submission</b></p> <p>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.</p> <p><i>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.</i></p>
<p><b>C.2.14 Information and data to be completed in all respects</b></p> <p>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.</p>	<p><b>C.2.18 Provide other material</b></p>
<p><b>C.2.15 Closing time</b></p>	<p>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 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</p>
<p>C.2.15.1 Ensure that the employer receives the tender offer at the address specified in the <b>Tender Data</b> not later than the closing time stated in the <b>Tender Data</b>. Accept that proof of posting shall not be accepted as proof of delivery.</p>	
<p>C.2.15.2 Accept that, if the employer extends the closing time stated in the <b>Tender Data</b> for any reason, the requirements of these conditions of tender apply equally to the extended deadline.</p>	
<p><b>C.2.16 Tender offer validity</b></p>	

<p>the employer's request, the employer may regard the tender offer as non-responsive.</p> <p><b>C.2.18.2</b> 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.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.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><b>C.3.1.1</b> 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><b>C.3.1.2</b> 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>	<p>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;</p> <p>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</p> <p>c) in the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process.</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.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.3.4 Opening of tender submissions</b></p> <p><b>C.3.4.1</b> 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><b>C.3.4.2</b> Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the <b>Tender Data</b>, the name 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><b>C.3.4.3</b> Make available the record outlined in C.3.4.2 to all interested persons upon request.</p>
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<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.3.5.2 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 BBEE status level. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for functionality.</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> <ol style="list-style-type: none"> <li>detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,</li> <li>significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or</li> <li>affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.</li> </ol> <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>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><b>C.3.9 Arithmetical errors, omissions and discrepancies</b></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> <ol style="list-style-type: none"> <li>the gross misplacement of the decimal point in any unit rate;</li> <li>omissions made in completing the pricing schedule or bills of quantities; or</li> <li>arithmetic errors in: <ol style="list-style-type: none"> <li>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>the summation of the prices.</li> </ol> </li> </ol>
<p><b>C.3.8 Test for responsiveness</b></p> <p>C.3.8.1 Determine, after opening and before detailed evaluation, whether each tender offer properly received:</p> <ol style="list-style-type: none"> <li>complies with the requirements of these Conditions of Tender,</li> <li>has been properly and fully completed and signed, and</li> <li>is responsive to the other requirements of the tender documents.</li> </ol>	<p>C.3.9.3 Notify the tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender offer as tendered or accept the corrected total of prices.</p> <p>C.3.9.4 Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:</p> <ol style="list-style-type: none"> <li>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</li> </ol>

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

**DEFINITION: Work Package Order and Agreement:** the documentation issued to the Contractor, on an “As-and-when-required” basis, that specifies the Works and Conditions applicable to a specific Work Package Order.

Each item of **Tender Data** given below is cross-referenced to the clause in the **Standard Conditions of Tender** to which it mainly applies. Work Package Orders will use the same **Standard Conditions of Tender** and include, if applicable, Tender Data specific to the Work Package Order.

### C.1: GENERAL

#### C.1.1 The employer:

The Employer for this Contract is the **eThekwini Municipality** as represented by:  
**Deputy Head: COASTAL STORMWATER & CATCHMENT MANAGEMENT**

#### C.1.2 Tender documents:

The Tender Documents issued by the Employer comprise:

- 1) This procurement document.
- 2) The **Conditions of Contract** and associated **Contract Data** are identified in **Section C1.2.1**. Tenderers/ Contractors are required to obtain their own copies.
- 3) The **Specifications** identified in **Section C3.3.1**. Tenderers/ Contractors are required to obtain their own copies.
- 4) **Drawings**, if applicable, issued separately from this document, or bound in **Section C3.4** (as an Annexure).
- 5) In addition, Tenderers are advised, in their own interest, to obtain their own copies of the following acts, regulations, and standards referred to in this document as they are essential for the Tenderer to get acquainted with the basics of construction management, the implementation of preferential construction procurement policies, and the participation of targeted enterprise and labour.
  - The Employer’s 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).
  - SANS 1921:2004 – Construction and Management Requirements for Works Contract, Parts 1-3.
  - CIDB Standard for Developing Skills Through Infrastructure Contracts, published in Gazette Notice No. 48491 of 28 April 2023.
  - CIDB Standard for Indirect Targeting for Enterprise Development through Construction Works Contracts, published in Gazette Notice No. 36190 of 25 February 2013.
  - Any other eThekwini Policy documents referenced in the Tender Documents.

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: Mzwandile Gumbi

Tel: 031-311-7523

eMail: Mzwandile.Gumbi@durban.gov.za

The Employer's Agent's Representative is:

Name: Mzwandile Gumbi

Tel: 031-311-7523

eMail: Mzwandile.Gumbi@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, as a single tendering entity. Should a tendering entity submit more than one (1) tender, **all** submissions by that tendering entity, 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) The tender submission is made by a Joint Venture.
- (b) In the event of a Compulsory Clarification Meeting:
  - i) the Tenderer fails to attend the Compulsory Clarification Meeting, and
  - ii) the Tenderer fails to have **Returnable Document T2.2.2: Certificate of Attendance at Clarification Meeting signed, and Site clarification Inspection register signed** by the Employer's Agent or their representative and the Tenderer.
- (c) 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**. Tenderers are to reference **Returnable Document T2.2.1: Compulsory Enterprise Questionnaire** (section 1.5) and **Returnable Document T2.2.12: "CSD Registration Report"**.
- (d) The following documentation is to be 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 and required attachments

**Failure to comply will result in the tender offer being deemed non-responsive.**

- (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 **6 or higher CE** class of construction work, are eligible to have their tenders evaluated.

**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 T2.2.16: “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 Form T2.2.16. “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 **54**.

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

<b>Table 1: Experience Requirement (Grades 6 to 9)</b>
A minimum of 3 completed contracts, comprising works of a similar nature, within the past 10 years, where the experience was gained as the Main Contractor or Sub-Contractor. <b>Each contract shall have a minimum value of at least sixty-five percent (65%) of the upper limit of the CIDB grading range immediately below 6CE</b>

**Returnable Form: “Experience of Tenderer”** is to be completed in full and signed.

Failure to do so will result in the experience submission being deemed invalid.

<b>Table 2: Works of a Similar Nature</b>					
<b>Provision/upgrade/installation or Repairs to Stormwater infrastructure</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:                             <table border="0" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; vertical-align: top;"> <ol style="list-style-type: none"> <li>1. Major and minor Stormwater infrastructure Provision/upgrade/installation or Repairs, including pipes, manholes and culverts.</li> <li>2. Stormwater-related structure (Culverts, Weirs, etc)</li> <li>3. Stormwater infrastructure installation</li> <li>4. Retaining blocks Installation</li> <li>5. Stormwater infrastructure maintenance</li> <li>6. Stream/river protection works using gabion baskets and reno mattress.</li> <li>7. Stormwater Kerbing and Channelling</li> <li>8. Erosion control using Gabion Boxes</li> </ol> </td> <td style="width: 50%; vertical-align: top;"> <ol style="list-style-type: none"> <li>9. Repairs of Damages stormwater infrastructure</li> <li>10. Stormwater Concrete channel</li> <li>11. Water loffelstein installation</li> </ol> </td> </tr> </table> </li> <li>• Each project must consist of at least three of the following elements                             <table border="0" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; vertical-align: top;"> <ul style="list-style-type: none"> <li>bulk earthworks</li> <li>Stormwater Kerbing and Channelling</li> <li>Stormwater Concrete channel</li> <li>Stormwater pipe drainage</li> <li>Stormwater structures (attenuation tanks, etc.)</li> </ul> </td> <td style="width: 50%; vertical-align: top;"> <ul style="list-style-type: none"> <li>River Structures (Weirs, etc)</li> <li>Gabion retaining walls</li> </ul> </td> </tr> </table> </li> </ul>		<ol style="list-style-type: none"> <li>1. Major and minor Stormwater infrastructure Provision/upgrade/installation or Repairs, including pipes, manholes and culverts.</li> <li>2. Stormwater-related structure (Culverts, Weirs, etc)</li> <li>3. Stormwater infrastructure installation</li> <li>4. Retaining blocks Installation</li> <li>5. Stormwater infrastructure maintenance</li> <li>6. Stream/river protection works using gabion baskets and reno mattress.</li> <li>7. Stormwater Kerbing and Channelling</li> <li>8. Erosion control using Gabion Boxes</li> </ol>	<ol style="list-style-type: none"> <li>9. Repairs of Damages stormwater infrastructure</li> <li>10. Stormwater Concrete channel</li> <li>11. Water loffelstein installation</li> </ol>	<ul style="list-style-type: none"> <li>bulk earthworks</li> <li>Stormwater Kerbing and Channelling</li> <li>Stormwater Concrete channel</li> <li>Stormwater pipe drainage</li> <li>Stormwater structures (attenuation tanks, etc.)</li> </ul>	<ul style="list-style-type: none"> <li>River Structures (Weirs, etc)</li> <li>Gabion retaining walls</li> </ul>
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<ul style="list-style-type: none"> <li>• Projects that will be excluded are:                             <ul style="list-style-type: none"> <li>o road rehabilitation projects</li> <li>o the construction of gravel/concrete/asphalt roads</li> <li>o road maintenance projects</li> </ul> </li> </ul>					

<b>Table 3: Documentation / Information Requirements</b>				
<u>Sub</u>	Works as Main Contractor		Works as Sub-Contractor	
	Current Contracts	Completed Contracts	Current Contracts	Completed Contracts
Proof of sub-contractor Agreement	-	-	-	X
Letter of Award OR Form of Offer & Acceptance <b>See Note 2.</b>	-	X	-	-
Most recent Payment Certificate <b>OR Invoice See Note 3.</b>	-	-	-	-
Final Payment Certificate <b>OR Invoice 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 the 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.

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,
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: [No Clarification Meeting](#). Email queries to be submitted by 12 May 2026 and consolidated answers to questions to be uploaded on 19 May 2026.

#### **Not Applicable**

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).

### 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. : **1D-34881**
- Contract Title : **CSCM RATE BASED AS-&-WHEN CONTRACT FOR THE WEST REGION FOR A PERIOD OF 3 YEARS**

Tender Offers are also to be **SUBMITTED ELECTRONICALLY** (uploaded) on the eThekweni Municipality **JDE System** (eThekweni Supplier Portal (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 (Portable Document Format) 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.

Parts of each tender offer communicated on paper shall be submitted as an original.

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

The closing time is:

- **Date : Friday, 29 May 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 **12 months** from the closing date for submission of tenders.

In terms of the SCM Policy (Cl.21.2) tenders must remain valid for acceptance for a period of twelve (12) months after the expiry of the original validity period, unless the Municipality is notified in writing of anything to the contrary by the Tenderer.

#### **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 T2.2.12: CSD Registration Report**.

The entities **Full 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> ).

The date of the report, as indicated at the top right of each page, should be on or after the date of advertising of this tender.

## 3) CIDB Registration (if applicable)

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/> ).

The date of obtaining the CIDB printout(s) is to be indicated on the printout and should be on or after the date of advertising of this tender. The Tenderer’s registration with the CIDB must be reflected as “Active” as at the date of tender closing.

**Failure to comply with 1), 2), and 3) above will result in the tender offer being 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 eThekweni 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:

The procedure for evaluation of responsive Tender Offers will be in accordance with the Employer’s current SCM Policy, the Preferential Procurement Policy Framework Act (5 of 2000), and the Preferential Procurement Policy Framework Act Regulations (January 2017).

Regional Enquiries **NORTH (1D-34879), SOUTH (1D-34480) AND WEST(1D-34811)** are of similar nature and will be evaluated and awarded simultaneously. It is the intention of the department to appoint up to fifteen (15) qualifying tenderers per region for inclusion in the rate based as-and-when contract.

**Enquiries arising under this contract may be issued to any of the fifteen (15) qualifying tenderers per region, on an as-and-when required basis, in accordance with the Employer’s operational requirements.**

#### 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 points is allocated for price on the following basis:

#### **80/20 Procurement System**

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

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**.

Broad-Based Black Economic Empowerment (SCM Policy Section 52.5)

The provisions of the SCM Policy: **Section 52.5: Broad-Based Black Economic Empowerment** shall apply. Reference is to be made to **Returnable Form: MBD 6.1: Preference Points Claim**.

A maximum of 20 tender evaluation Preference Points will be derived from points claimed for the Tenderer’s **B-BBEE Status Level of Contributor**, as indicated on their B-BBEE Status Level Verification Certificates, on **Returnable Form: T2.2.6: MBD 6.1**, in accordance with the table below.

80/20 Preference Points System (maximum Preference Points: 20)				
B-BBEE Level Contributor	Preference Points		B-BBEE Level Contributor	Preference Points
1	20		5	8
2	18		6	6
3	14		7	4
4	12		8	2
Non-Compliant: 0				

**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:

- (a) The Tenderer’s municipal rates and taxes are not in arrears, or they have made arrangements to meet outstanding municipal fee obligations.
- (b) The Tenderer’s tax compliance status has been verified, or they have made arrangements to meet outstanding tax obligations.
- (c) If applicable, the Tenderer is **registered**, and **“Active”**, with the **Construction Industry Development Board** in an appropriate contractor grading designation.
- (d) 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.
- (e) The Tenderer has not:
  - i) Abused the Employer’s Supply Chain Management System; or
  - ii) Failed to perform on any previous contract and has been given a written notice to this effect.
- (f) 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**.

- (g) 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.
- (h) Notwithstanding clause F.1.1.3 (Standard Conditions of Tender as contained in Annex F of the CIDB Standard for Uniformity in Construction Procurement, July 2015) the municipality reserves the right to award the tender based on the municipalities budget prioritization with no guarantee that that the tender will be or funded or awarded. The municipality has a firm intention to proceed with the work, subject to funding being identified.
- (i) The tenderer has not submitted unbalanced rates, rates which are very low when compared to the going market rate, or rates which are below the cost of the material. This is to be determined by the employer during the evaluation stage of the tender.
- (j) The appointed contractor for each area accepts that they will be responsible for the insurance and OHS of the entire contract including the scope of work done by sub-contractors based activities.
- (k) The appointed contractor accepts that they might be requested/required to work outside their awarded areas as determined by the employer. No contractor will be awarded more than 2 areas as determined by the employer.
- (l) The appointed contractor accepts that the employer reserves the right to proceed with alternate procurement methods for similar work in the area and can award accordingly.

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](mailto: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: **34881-1D**

### 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.

Tenderers are referred to **Tender Data C.2.1: "Eligibility"** that specifies mandatory requirements in terms of the Returnable Schedules, Forms and Certificates.

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

##### **Entity Specific**

<b>T2.2.1</b>	Compulsory Enterprise Questionnaire .....	30
<b>T2.2.2</b>	Certificate of Attendance at Clarification Meeting/ Site Inspection .....	31
<b>T2.2.3</b>	MBD 4: Declaration of Interest .....	32
<b>T2.2.4</b>	MBD 5: Declaration for Procurement Above R10 Million (if applicable) .....	34
<b>T2.2.5</b>	Contracts Awarded by Organs of State in the past 5 years .....	35
<b>T2.2.6</b>	MBD 6.1: Preference Points Claim Form (SCM Policy Section 52.5).....	36
<b>T2.2.7</b>	MBD 6.2: Declaration for Local Production and Content (if applicable).....	39
<b>T2.2.8</b>	MBD 8: Declaration of Bidder's Past SCM Practices .....	43
<b>T2.2.9</b>	MBD 9: Certificate of Independent Bid Determination .....	45
<b>T2.2.10</b>	Declaration of Municipal Fees .....	47
<b>T2.2.11</b>	Contractor's Health and Safety Declaration .....	48
<b>T2.2.12</b>	CSD Registration Report.....	50
<b>T2.2.13</b>	CIDB Registration and Status .....	51
<b>T2.2.14</b>	Joint Venture Agreements (if applicable) .....	52
<b>T2.2.15</b>	Record of Addenda to Tender Documents.....	52
<b>T2.2.16</b>	Experience of Tenderer.....	53
 <b>Contract Part:</b> The Tenderer is required to complete following forms:		
<b>C1.1.1</b>	Form of Offer .....	56
<b>C1.2.2.2</b>	Data to be Provided by Contractor .....	60
<b>C2.2</b>	Bill of Quantities .....	70

**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	Tel:	Cell:
1.5	National Treasury Central Supplier Database Registration number	MAAA	
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	<b>Particulars of sole proprietors and partners in partnerships (attach separate pages if more than 4 partners)</b>		
	<b>Full Name</b>	<b>Identity No.</b>	<b>Personal income tax No. *</b>
2.1			
2.2			
2.3			

3.0	<b>Particulars of companies and close corporations</b>	
3.1	Company registration number, if applicable:	
3.2	Close corporation number, if applicable:	
3.3	Tax Reference number, if any:	
3.4	* South African Revenue Service: Tax Compliance Status PIN:	

4.0 **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 **34881-1D** 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. **Failure to attach a signed certificate of attendance will result in the tender offer being deemed non-responsive.**

**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. 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 52.5: Broad-Based Black Economic Empowerment)

This form serves as a claim form for preference points for **Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution**. **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 a bidder to fill in and/ or sign this form, and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS), or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA), or sworn affidavits in the case of Exempted Mico Enterprises or Qualifying Small Enterprises, together with the bid, will be interpreted to mean that preference points for B-BBEE Status Level Of Contribution 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:  $P_s$  = Points scored for comparative price of bid under consideration  
 $P_t$  = Comparative price of bid under consideration  
 $P_{\min}$  = Comparative price of lowest acceptable bid

#### 4.0 POINTS ALLOCATED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

- 4.1 Preference points must be claimed by a bidder for attaining the **B-BBEE Status Level of Contribution** in accordance with the applicable table below:

80/20 Preference Points System	
B-BBEE Level Contributor	Preference Points
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-Compliant	0

90/10 Preference Points System	
B-BBEE Level Contributor	Preference Points
1	10
2	9
3	7
4	6
5	4
6	3
7	2
8	1
Non-Compliant	0

- 4.2 All bidders must submit B-BBEE Status Level of Contribution Certificates, issued by either verification agencies accredited by the South African Accreditation System (SANAS), or by registered auditors approved by the Independent Regulatory Board for Auditors (IRBA), **or sworn affidavits** in a case of an Exempted Micro Enterprise (EME) or a Qualifying Small Enterprise (QSE).
- 4.3 Any enterprise with an annual Total Revenue of R 10 million or less qualifies as an Exempted Micro-Enterprise.
- 4.4 Exempted Micro-Enterprises are deemed to have B-BBEE Status of "Level Four Contributor" having a B-BBEE procurement recognition of 100% in terms of the Codes of Good Practice.
- 4.5 An Exempted Micro Enterprise (EME) with at least 51% black ownership qualifies as a Level 2 contributor with BBBEE level of 125% in terms of the Codes of Good Practice.
- 4.6 An Exempted Micro Enterprise with 100% black ownership qualifies as a Level 1 contributor with BBBEE level of 135% in terms of the Codes of Good Practice.
- 4.7 An Exempted Micro Enterprise that is regarded as a specialized enterprise with at least 75% black beneficiaries qualifies as a Level 1 contributor with BBBEE level of 135% in terms of the Codes of Good Practice.
- 4.8 An Exempted Micro Enterprise that is regarded as a specialized enterprise with at least 51% black beneficiaries qualifies as a Level 2 contributor with BBBEE level of 125% in terms of the Codes of Good Practice.
- 4.9 A Qualifying Small Enterprise (QSE) with at least 51% black ownership qualifies as a Level 2 contributor.
- 4.10 A QSE with 100% black ownership qualifies as a Level 1 contributor.
- 4.11 A QSE that is regarded as a specialized enterprise with at least 51% black beneficiaries qualifies as a Level 2 contributor with BBBEE level of 125% in terms of the Codes of Good Practice.
- 4.12 A QSE with less than 51% black ownership is required to submit a BBBEE level verification certificate issued by a BBBEE verification professional.
- 4.13 A Trust, consortium or joint venture:
- must submit a B-BBEE status level certificate in order to qualify for points;
  - may qualify for points as an unincorporated entity provided, that they submit their consolidated scorecard is prepared for separate tender; and
  - where no consolidated scorecard exists, the weighted average (in accordance with participation percentages) must be used and rounded off to the nearest status level.

4.14 Gazetted Sector Codes supersede Generic Codes.

**5.0 SUB-CONTRACTING**

- 5.1 B-BBEE points must not be awarded to a tenderer who intends sub-contracting more than 25% of the value of the contract to an enterprise that does not qualify for at least the points that such contractor qualifies for, unless the intended sub-contractor is an EME who has the ability and capability to execute the contract.
- 5.2 A person awarded a contract may not sub-contract more than 25% of the value of the contract to an enterprise that does not have an equal or higher B-BBEE status level, unless the intended sub-contractor is an EME who has the ability and capability to execute the contract.
- 5.3 A person awarded a contract in relation to a designated sector may not sub-contract in such a manner that the **Local Production and Content** of the overall value of the contract is reduced to below the prescribed minimum threshold.

**6.0 BID DECLARATION**

6.1 Bidders who wish to claim points in respect of **B-BBEE Status Level of Contribution** must complete the following:

B-BBEE Status Level of Contribution	Tenderer's Preference Points Claim (maximum of 10 or 20 points)
Points claimed must be in accordance with the relevant table reflected in paragraph 4.1 and must be substantiated by means of a B-BBEE Status Level of Contribution Certificate issued by a verification agency accredited by the South African Accreditation System (SANAS), or by registered auditors approved by the Independent Regulatory Board for Auditors (IRBA), or sworn affidavits in a case of an Exempted Micro Enterprise (EME) or a Qualifying Small Enterprise (QSE).	

**Tenderers are to include, at the back of their tender submission, their B-BBEE Status Level of Contribution Certificate, or sworn affidavits, failing which no Preference Points will be deemed to have been claimed.**

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

**NAME (Block Capitals):**

**Date**

.....

**SIGNATURE:**

.....

## **T2.2.7 MBD 6.2: DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS**

This Municipal Bidding Document (MBD 6.2) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Policy, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

### **1.0 GENERAL CONDITIONS**

- 1.1. The Preferential Procurement Policy makes provision for the promotion of local production and content.
- 1.2. The Policy prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for tenders referred to in paragraph 1.2 above, a two-stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

Where:     x        is the imported content in Rand  
               y        is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) on the date of advertisement of the bid as indicated in paragraph 3.1 below.

The SABS approved technical specification number SATS 1286:2011 is accessible on [http://www.thedti.gov.za/industrial development/ip.jsp](http://www.thedti.gov.za/industrial%20development/ip.jsp) at no cost.

- 1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;

## 2.0 THE STIPULATED MINIMUM THRESHOLD(S)

The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:

<u>Description of services, works or goods</u>	<u>Stipulated Minimum Threshold</u>
Steel products and components for construction	100 %
Plastic pipes & fittings	100 %
Cement	100 %

## 3. Does any portion of the goods or services offered have any imported content?

YES  NO  (Tick applicable box)

3.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on [www.resbank.co.za](http://www.resbank.co.za)

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

Currency	Rates of Exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate(s) of exchange used.

## 4. CHALLENGES IN MEETING THE STIPULATED MINIMUM THRESHOLD

Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dtic must be informed accordingly in order for the dtic to verify and in consultation with the AO/AA provide directives in this regard.

**LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)**

**IN RESPECT OF BID NO. 34881-1D**

**ISSUED BY:** (Procurement Authority / Name of Institution): **ETHEKWINI MUNICIPALITY**

- 1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on <https://www.thedtic.gov.za/sectors-and-services-2/industrial-development/industrial-procurement/>. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, ..... (full names),

do hereby declare, in my capacity as .....

of .....(name of bidder entity), the following:

- a) The facts contained herein are within my own personal knowledge.
- b) I have satisfied myself that the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

<b>Bid price, excluding VAT (y)</b>	<b>R</b>
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 2 above)	%
Local content %, as calculated in terms of SATS 1286:2011	%

**If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.**

**The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E.**

- (a) I accept that the Procurement Authority/ Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (b) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority/ Institution imposing any or all of the remedies as provided for in the Policy.

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

**WITNESS No. 1** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**WITNESS No. 2** \_\_\_\_\_ **DATE:** \_\_\_\_\_



**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	
<p>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?</p> <p>4.4.1 If YES, provide particulars.</p> <p>.....</p> <p>.....</p>	YES	NO
<p>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?</p> <p>4.5.1 If YES, provide particulars.</p> <p>.....</p> <p>.....</p>	YES	NO

**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 **1D-34881**  
**CSCM RATE BASED AS-&-WHEN CONTRACT FOR THE WEST REGION FOR A PERIOD OF 3 YEARS**

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 OHSA 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 OHSA 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 OHSA 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 OHSa 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 OHSa 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 OHSa 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 header bar with the text 'CSD REGISTRATION REPORT'. The main content area is titled 'SUPPLIER IDENTIFICATION' and contains a table of fields for supplier information.

SUPPLIER IDENTIFICATION			
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. The date of obtaining the CSD printout is to be indicated on the printout and should be on or after the date of advertising of this tender.**

**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)**.

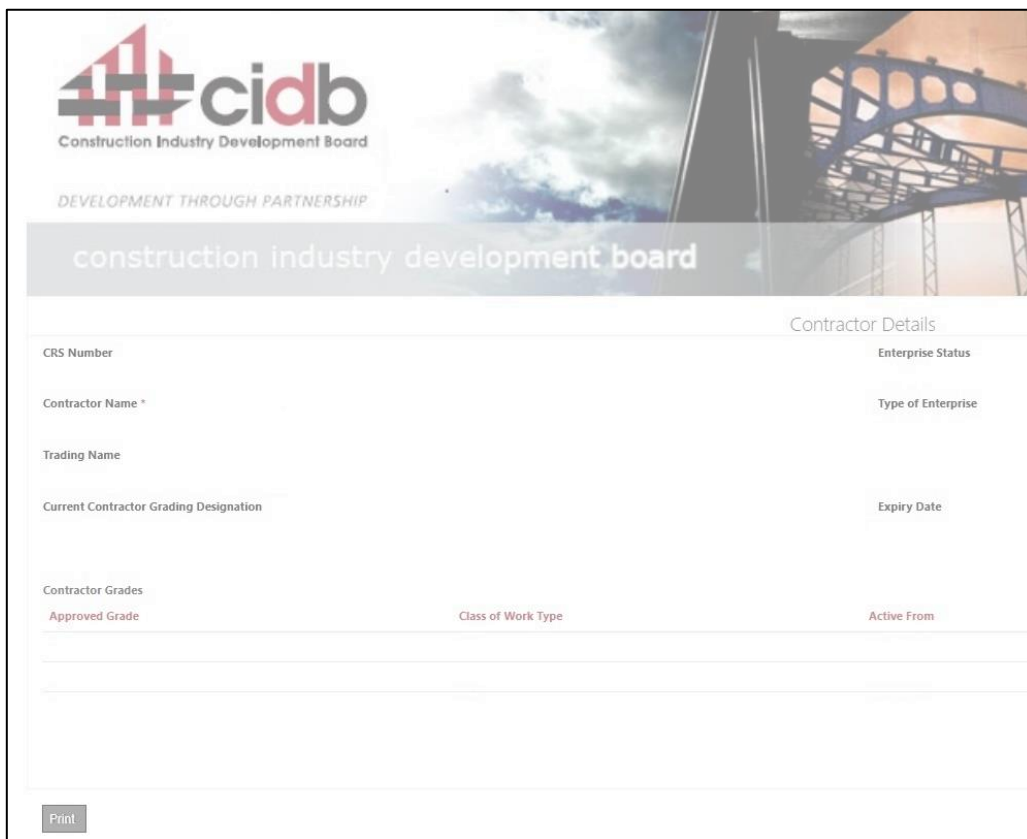
The **Tender Data: C.2.1.1: Eligibility**, requires a Tenderer to be registered, as “Active”, with the CIDB (at time of tender closing), in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in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

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

**T2.2.15 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.**

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

### **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.

(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 <b>OR</b> most recent INVOICE	
	Final Payment Certificate <b>OR</b> most recent INVOICE	
	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 <b>OR</b> most recent INVOICE	
	Final Payment Certificate <b>OR</b> most recent INVOICE	
	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 <b>OR</b> most recent INVOICE	
	Final Payment Certificate <b>OR</b> most recent INVOICE	
	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 **Tender Data: F.3.12**

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

(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
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>		Stormwater Kerbing and Channelling	
Stormwater-related structure (Culverts, Weirs, etc)		Erosion control using Gabion Boxes	
Stormwater infrastructure installation		Repairs of Damages stormwater infrastructure	
Retaining blocks Installation		Stormwater Concrete channel	
Stormwater infrastructure maintenance			
OTHER: provide a description of the type of project			

<b>Which Works Element(s) were included in the project?</b>		bulk earthworks	
Stormwater pipes less than 600mm in Dia		Loffelstein retaining wall construction	
Stormwater pipes 600mm in Dia and greater		Portal and cast-in-situ Culverts	
Stormwater concrete pipes		Trenching excavation and installation of pipes	
Stormwater HDPE Pipes		Sandbag installation	
OTHER: List works elements included in project			

Confirmation of documentation submitted is to be recorded on Page 53.

**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 **“OFFER”** is the **Total of the Bill of Quantities**. It will be used as a Tender Assessment Schedule Value for comparison and assessment purposes only. It is not related to any CIDB Grading Range, or Contract Sum.

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

Contract No: **34881-1D**

Contract Title: **COASTAL STORMWATER AND CATCHMENT MANAGEMENT AREA BASED AS-&-WHEN CONTRACT FOR THE WEST REGION FOR A PERIOD OF 3 YEARS:**

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.

**Note:** \* Indicates what information is mandatory.  
**Failure to complete the mandatory information and sign this form will invalidate the tender.**

**\* 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**

#### **Definition**

**Work Package Order and Agreement:** the documentation issued to the Contractor, on an “As-and-when-required” basis, that specifies the Works and Conditions applicable to a specific Work Package Order. The Work Package Order and Agreement is to be read in conjunction with, and shall have precedence over, the Contract Data below

#### **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.

#### **C1.2.1.2 SPECIAL CONDITIONS OF CONTRACT**

##### **1. GENERAL**

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

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

##### **2. SCC 1.0 TERMINATION OF WORK PACKAGE ORDERS**

The Head of Department may issue a written **notice to remedy** if the Contractor:

- Fails to execute the Work Package Order according to its true intent and meaning;
- Fails to establish site or delays/refuses to execute the works upon instruction;
- Falls behind schedule, risking the programmed delivery date, or fails to provide a programme;
- Produces substandard workmanship or fails to maintain quality;
- Operates under dangerous conditions or violates site safety protocols;
- Fails to deliver within the contracted timeframe or commits any other default;
- Causes reputational damage or negative publicity to the eThekweni Municipality’s image.

If the Contractor fails to comply with the notice within the specified period, the Head of Department shall **terminate the Work Package Order** and appoint the next suitable service provider. The Contractor shall be held liable for any **financial loss** sustained by the Council resulting from this termination.

### 3. SCC 2.0 SITE LOCATION

The head of the department reserves the right to interchange or transfer the successful contractor to any of the various regions within eThekweni Municipality to undertake work of the same nature at the tendered rates, should there be a need for the successful contractor to undertake work.

#### C1.2.2 CONTRACT DATA

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

1.1.1.13 The **Defects Liability Period** for each **Work Package Order** will be stated in the **Work Package Order and Agreement** documentation.

1.1.1.14 The **time for achieving Practical Completion** for each **Work Package Order** will be stated in the **Work Package Order and Agreement** documentation.

1.1.1.15 **The Employer** is the eThekweni Municipality as represented by:  
Deputy Head: [Coastal Stormwater & Catchment Management](#)

1.1.1.16 The **name of the Employer's Agent** for each **Work Package Order** will be stated in the **Work Package Order and Agreement** documentation.

1.1.1.17 The name of the **Employer's Agent's Representative** for each **Work Package Order** will be stated in the **Work Package Order and Agreement** documentation.

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

1.2.1.2 The address of the Employer is:

Physical: Coastal Stormwater & Catchment Management, 166 K.E. Masinga Road, DURBAN, 4001

Postal: Coastal Stormwater & Catchment Management, P O Box 680, DURBAN, 4000

Telephone: 031-311-7326 (t)

E-Mail: [Randeer.Kasserchun@durban.gov.za](mailto:Randeer.Kasserchun@durban.gov.za)

1.2.1.2 The address of the **Employer's Agent** for each **Work Package Order** will be stated in the **Work Package Order and Agreement** documentation.

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 will be stated in the **Works package order and Agreement** documentation, these will include :

- 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 applicable)
- 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 for each **Work Package Order** will be stated in the **Work Package Order and Agreement** documentation.

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
<b>TOTAL</b>	<b>27</b>	<b>1009mm</b>	<b>* = The number of working days lost allows for the annual statutory Construction holiday in December and January of each year.</b>		

- 5.13.1 The **penalty for delay** in failing to complete the Works for each **Work Package Order** will be stated in the **Work Package Order and Agreement** documentation.
- 5.14.1 The **requirements for achieving Practical Completion** for each **Work Package Order** will be stated in the **Work Package Order and Agreement** documentation.
- 5.16.3 The **latent defect liability** period for each **Work Package Order** will be stated in the **Work Package Order and Agreement** documentation.
- 6.2.1 **Security (Performance Guarantee)**: for each **Work Package Order** will be stated in the **Work Package Order and Agreement** documentation.
- 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**.

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

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

**Bitumen** - escalation will be calculated using the "Rise and Fall" method as determined by the Employer. The base price for bitumen on this contract shall be the ruling price of 50/70 grade bitumen based on the **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:** for each **Work Package Order** will be stated in the **Work Package Order and Agreement** documentation.

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: for each **Work Package Order** will be stated in the **Work Package Order and Agreement** documentation.

8.6.1.3 The limit of indemnity for **liability insurance**: : for each **Work Package Order** will be stated in the **Work Package Order and Agreement** documentation.

8.6.1.4 **Ground Support Insurance:** for each **Work Package Order** will be stated in the **Work Package Order and Agreement** documentation.

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

**Third Party Insurance (Public Liability)** : for each **Work Package Order** will be stated in the **Work Package Order and Agreement** documentation.

**Principal's own surrounding Property Insurance:** for each **Work Package Order** will be stated in the **Work Package Order and Agreement** documentation.

**Insurance of Works:** for each **Work Package Order** will be stated in the **Work Package Order and Agreement** documentation.

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:

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.....  
.....

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(s) where work is being done**. 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

SUB-CONTRACTING percentages will be determined on a **Works Package Order** specific basis, depending on the nature of works and SUB-CONTRACTING potential. The following provisions shall generally apply to issued **Works Package Order**:

- Value greater than R750k, up to R1m: Minimum 5% SUB-CONTRACTING
- Value greater than R1m, up to R3m: Minimum 10% SUB-CONTRACTING
- Value greater than R3m, up to R5m: Minimum 20% SUB-CONTRACTING.
- Value greater than R5m: Minimum 30% SUB-CONTRACTING.

The Contractor shall sub-contract to an entity that is at least 51% owned by black people. These Enterprises must be from the ward(s) where work is taking place in the first instance and, if the Contractor cannot procure such enterprises from the ward(s), this may be achieved by sub-contracting with such qualifying Enterprises located within adjacent wards, failing which the Sub-Contractors may be sourced within the jurisdiction of eThekweni Municipality.

Sub-contracting may be to:

- Contractors who are registered with the Construction Industry Development Board in the Grades ranging from 1 to 4,
- Material and equipment suppliers

Payment certificates (where applicable), Tax invoices, Proof of payment to the subcontractors and equipment and material suppliers will be required to verify that this has been achieved.

The contractor shall be fully responsible for the management of all appointed Sub-Contractors. The contractor shall ensure that a suitable quality monitoring process is in place for each element of the works and that the Sub-Contractors are conversant on the requirements thereof.

For any work being sub-contracted, documents of the relevant sub-contractor must be submitted to the Employer's Agent in writing for approval well in advance before commencement of any of the activities on the programme. Subcontractors shall be approved by the Employer. The Employer is under no obligation to accept the proposed Subcontractor, and rejection by the Employer does not absolve the Contractor of their Sub-Contracting responsibilities in terms of this contract.

No additional costs will be entertained for compliance with this requirement.

### **Submission of Sub-Contracting Plan**

At the commencement of selected **Work Package Orders**, the Contractor shall provide a Sub-Contracting Plan based on the Scope of Work and its related cost to demonstrate how the stipulated Sub-Contracting targets will be achieved.

Prior to commencement of works, as per Clause 5.3.1 of the Contract Data, the Contractor shall provide such comprehensive Sub-Contracting Plan for approval by the Employer's Agent. Should the Sub-Contractors be allocated work that exceeds their CIDB grading, then the work allocated to these Sub-Contractors shall be reduced to the upper limit of their CIDB Grading, and the Main Contractor shall be required to source additional Sub-Contractors to achieve the tendered Sub-Contract Sub-Contracting Value. The Primary Contractor shall be required to update the Sub-Contracting Plan for approval by the Employer's Agent before work commences. This plan may be updated during the contract period but shall still be for the approval of the Employer's Agent. The Sub-Contracting Plan shall ensure an adequate and acceptable distribution of works across the identified CIDB Grading range (viz. 1 CE to 4 CE); the plan shall be subject to approval by the Employer, (taking into consideration the scope of works risk profile and associated allocation of works), and any amendments required to achieve an acceptable distribution of works shall be implemented by the Contractor at no additional cost to the contract.

Rates of works allocated to Sub-Contractors shall be evaluated to ensure they are market related. The Contractor will be required to demonstrate that the rates provided are fair and reasonable, taking into consideration the limitations that Sub-Contractors may face to procure materials and equipment at discounted rates. Where it is found that the rates provided are unrealistic/not market related and the Sub-Contractor cannot undertake the works at the rates tendered by the main contractor, the main contractor will be required to balance their rates, at no additional cost to the contract, to address the non-market related rates tendered by the main contractor; (market related rates will be based on cost structures applicable to the level of Sub-Contracting company undertaking the works). The approval of the Sub-Contracting Plan shall not absolve the main contractor of his contractual responsibility or for any rates dispute that may arise during the implementation of the contract, based on the rates tendered or adjusted during the award process.

The penalty for not achieving the specified Sub-Contracting will be 0.5% of the **Work Package Order** value (excluding PC Sum items and Fixed Cost allowances) for every 1% of Sub-Contracting not achieved.

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

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

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

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

- Category of Employment

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

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

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

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

Appropriate key performance indicators (KPIs) for the contract will be set by the Municipality as a yardstick for measuring performance. Key Performance Indicators (KPIs) will be discussed and agreed with the Contractor before commencement of the contract.

The following KPIs may be applicable to this contract:

- (a) Time Management
- (b) Financial Management
- (c) Quality Management
- (d) Occupational Health and Safety Management
- (e) Environmental Management
- (f) Meeting **Sub-Contracting** Targets

### 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.

### C1.2.3.8 NON-EXCLUSIVE APPOINTMENT

The Contractor must note that, whilst this contract is intended to execute Infrastructure projects, there is no guarantee of works being allocated via this appointment.

The Employer may elect, at any time, to implement projects using other available procurement mechanisms as to ensure necessary expenditure and service delivery timeframes are met.

The works undertaken for this contract are on a non-exclusive basis and the Contractor shall have no recourse against the Employer for any works allocated to other parties through other Employer procurement mechanisms.

### C1.2.3.9 CIDB B.U.I.L.D. PROGRAMME

#### a) CIDB Skills Standard

Where applicable It will be a condition of contract that the Contractor shall, in the performance of the contract, achieve the **Contract Skills Development Goal** (CSDG) established in the below referenced standard:

- CIDB Standard for Developing Skills Through Infrastructure Contracts, published in Gazette Notice No. 48491 of 28 April 2023.

#### b) CIDB Indirect Targeting Standard

Where applicable It will be a condition of contract that the Contractor shall, in the performance of the contract, achieve the **Sub-Contracting** relating to the engagement of targeted enterprises as established in the below referenced standard:

- CIDB Standard for Indirect Targeting for Enterprise Development through Construction Works Contracts, published in Gazette Notice No. 36190 of 25 February 2013.

## **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 of the Tender Data).

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

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

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

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

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

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

The Works as finally completed in accordance with the Contract shall be measured and paid for as specified in the Bill of Quantities and in accordance with the General and Special Conditions of Contract, the Specifications and Project Specifications and the Drawings. Unless otherwise stated, items are measured net in accordance with the Drawings, and no allowance

has been made for waste.

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

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

Unless otherwise specified in the Specifications and Project Specifications, progress payments in Interim Certificates, referred to in **Clause 6.10.1 of the General Conditions of Contract**, in respect of "sum" items in the Bill of Quantities shall be by means of interim progress instalments assessed by the Employer's Agent and based on the measure in which the work actually carried out relates to the extent of the work to be done by the Contractor.

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

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

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

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

The prices and rates to be inserted by the Tenderer in the Bill of Quantities shall be the full inclusive prices to be paid by the Employer for the work described under

the several items, and shall include full compensation for all costs and expenses that may be required in and for the completion and maintenance during the defects liability period of all the work described and as shown on the drawings as well as all overheads, profits, incidentals and the cost of all general risks, liabilities and obligations set forth or implied in the documents on which the Tender is based.

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

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

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

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

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

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

For "Rate Only" items no quantities are given in the "Quantity" column but the quoted rate shall apply in the event of work under this item being required. The Tenderer shall however note that in terms of the

Tender Data the Tenderer may be asked to reconsider any such rates which the Employer may regard as unbalanced.

#### C2.1.8 PRELIMINARY AND GENERAL

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

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

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

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

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

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

## **C2.1: 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.

**C2.2: BILL OF QUANTITIES**

The Bill of Quantities follows and comprises of 30 pages.

**PART C3: SCOPE OF WORK**

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

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

The Coastal Stormwater and Catchment Management Departments objective in entering into this **Rate Based As-&-When contract** is to provide for a range of civil engineering construction works over a three-year term anywhere in the eThekweni Municipal area, on an as and when instructed basis to deal with urgent and/or emergency works that arise. This **As-&-When contract** will be used if and when the Employer deems it necessary and is not intended to replace any other procurement method currently in place.

The urgent and/or emergency works historically apply in a variety of conditions not limited to, but including adverse weather, flooding, tidal/marine high swell conditions damaging beach infrastructure, and high flood level river works, dune and slope erosions, undermining of road culverts, subsiding embankments, failures of slopes adjacent to streams affecting roads and buildings, formation of sinkholes associated with damaged or displaced stormwater pipes in servitudes adjacent to buildings, etcetera.

The urgent and/or emergency works will have varying complexities and associated risks, value and scope, environmental conditions and adverse traffic conditions and other circumstances.

15 successful tenderers will be appointed to the **Rate Based As-&-When contract** in a region

The Types of urgent and/or emergency Works are broadly categorised as follows:

- Gabions,
- Pipework (stormwater),
- Reinforced concrete,
- Coastal engineering works (works in a marine environment) together with all ancillary and related works

#### **C3.1.2 Description of a Rate Based As-&-When contract**

The Employer will enter into a Rate Based as-&-when contract with Contractor(s) following an eligibility selection process, for services for a term of three (3) years.

##### **C3.1.2.1 Composition of Rate Based As-&-When contract**

Fifteen (15) qualifying tenderers per region will be considered for inclusion in the As-&When Contract per.

Contractors work experience will be evaluated as per work types described in C.3.1.1 and will be evaluated for inclusion in the **Rate Based As-&-When contract**.

The Employer will at their discretion, make a determination of any urgent and/or emergency works. The Employer reserves the right to move a contractor(s) to any region if it is deemed necessary.

#### **C3.1.2.2. Utilisation of the Rate Based As-&-When contract**

The Employer requiring services that are falling within the scope of the Rate based As-&-When contract will use rates provided in this contract to formulate a Task Order

The value of works will vary according to the scope of works included within and will be within the following CIDB CE1 upwards grading categories

Tenderer(s) can be moved from one region to other regions as deemed necessary by the Employer.

Should the nature of work for contractors in the region be deemed complex or high risk for the contractors in that region by the employer, the employer reserves the right to invite contractors from other regions to undertake such work.

Contractor(s) appointed to the **Rate Based As-&-When contract** will be expected to respond to the Employers request to attend to the emergencies at short or immediate notice.

#### **C3.1.2.4 Contractor Selection process – Work Complexity**

The Employer or Employer's Agent will determine whether the circumstances, nature or complexity of the work allows for award of Contractors appointed to work in the region or whether the complexity or situation warrants in his or her opinion, an appointment of the most qualified and competent contractor(s) from other regions

Should specialist technical expertise be required as deemed necessary by the Employer, the Employer reserves the right to invite move contractors from other regions to work in a region where the specialist technical expertise is required.

Should the nature of work for contractors in the region be deemed complex or high risk for the contractors in that region by the employer, the employer reserves the right to invite contractors from other regions to undertake such work.

#### **C3.1.2.5 Quantum of Work**

No guarantee of any quantum of work is given under this Framework Contract.

#### **C3.1.2.6 Contract Period**

The term of this Rate Based As-&-When contract is for 3 years. Contractors can only be issued with Task Orders to provide the services within the term of the Rate Based As-&-When contract. There will be no task orders issued beyond the 3 years of this Rate Based As-&-When contract. Task Orders may, however, have a completion date which extends beyond the term of the Rate Based As-&-When contract.

#### **C3.1.2.7 Contractor Performance**

Any contractor who fails to perform satisfactorily during the term of the Rate Based As-&-When contract, and/or whose previous contract issued under the CSCM Framework(s) has been terminated for non-performance, will be advised accordingly and will not be awarded any Task Order(s).

#### **C3.1.2.8 Limitation on number of concurrent awards**

Contractors will not be eligible for the award of further Task Orders when the value of remaining work issued under prior Task Order(s), as determined by the Employers Agent, exceeds 200% of the Upper Limit Tender Value of their CIDB grade, (unless, in the opinion of the Employer, the extent of emergencies experienced requires Contractors to work beyond such threshold).

Where a specific contractor is deemed to have been awarded such levels and extend of work that, in the opinion of the Employer, they would not be able to respond timeously or have been awarded a suitable proportion of the total works available, in order to ensure sharing opportunities amongst contractors, such contractors will not be invited to tender for Emergency Works Task Orders arising

#### **C3.1.2.9 Method of reimbursement**

Contractors may be awarded a Rate Based As-&-When Task Order and be remunerated on a re-measurement basis.

The percentage mark-up shall cover all costs above site agent level, and shall include, buying department staff, administrative support, directors salaries and other non-direct / incidental costs.

#### **C3.1.2.10 Award Process**

The task order will be awarded by the Deputy Head: Coastal Stormwater & Catchment Management by signing acceptance of the Rate Based As-&-When Task Order.

#### **C3.1.2.11 Works Package Order**

The **Works Package Order** shall indicate who the Employer's Agent is. The Employer's Agent is fully empowered to act on behalf of the Employer for the services covered by the **Works Package Order**. The Employer's Agent will accept, or not accept, the Contractor's assessment of the amount due in terms of the contract

The **Works Package Order** will provide details of the precise nature of the services required and any task specific requirements. Where necessary, for specialist works, additional eligibility requirements relevant to nature of the services required may be included in the call for quotations for a **Works Package Order**.

The following will be covered in detail as part of the Scope of Works for each individual **Works Package Order** :

- Scope of Work
- Programme, Method of Work, and Accommodation of Traffic
- Services (general)
- Services (specific)
- Management of the Environment
- Occupational Health and Safety
- Preferential Procurement

#### **C3.1.3 ONGOING MANAGEMENT OF THE RATE BASED AS-&-WHEN CONTRACT**

Experience of key personnel will be assessed at the time of award of each task order, the contract to ensure that he/she has this information at hand. Staff reflected must be currently employed by the Tenderer at the time of task order award. Should such key staff no longer be employed by the Contractor during the Rate Based As-&-When Contract term, it is the Contractor's responsibility to immediately inform the Employer's Agent of such changes.

#### **C3.1.4 CIDB B.U.I.L.D. Programme (Employer's objectives)**

##### **Standard for Indirect Targeting for Enterprise Development**

This is applicable only where specified in the Task Order. It will be a Condition of Contract that the Contractor shall, in the performance of the contract, achieve the **Sub-Contracting** relating to the engagement of targeted enterprises as established in the below referenced standard:

- CIDB Standard for Indirect Targeting for Enterprise Development through Construction Works Contracts, published in Gazette Notice No. 36190 of 25 February 2013.

- a) The objective of the project is to provide for a minimum Sub-Contracting of 5% of the total project value and to develop targeted enterprises by the main or lead partner contractors.
- b) The successful contractor shall:
1. Subcontract a minimum of 5% of the total project value to targeted enterprises;
  2. Develop the targeted enterprise/s in two development areas as specified in the Standard, and agreed by both the main contractor and the targeted enterprise/s;
  3. Perform needs analysis on the targeted enterprise to identify developmental goals;
  4. Provide internal mentorship support to improve the targeted enterprise/s performance;
  5. Develop a project specific enterprise development plan to improve the targeted enterprise/s performance in the identified developmental areas;
  6. Monitor and report the progress of the agreed development areas with the targeted enterprise/s; and
  7. Submit a project completion report to the Employer's representative for each targeted enterprise.
- c) The development of the Targeted Enterprise shall be guided by the **CIDB Competence Standard for Contractors** (Gazette No. 41237, 10 November 2017). Table 2. below outlines the minimum recognised qualifications to which development of targeted enterprises must be undertaken by the main contractor.

CIDB Grade	Minimum NQF Level	Recognised Qualifications
<b>Business Management</b>		
5 & 6	5	<ul style="list-style-type: none"> <li>• National Occupational Qualification in Business Management NQF 5</li> </ul>
2 to 4	2	<ul style="list-style-type: none"> <li>• National Certificate: Construction Contracting NQF 2</li> </ul>
<b>Building and Construction Works Management</b>		
5 & 6	5	<ul style="list-style-type: none"> <li>• National Certificate: Management of Building Construction Processes NQF 5</li> </ul>
2 to 4	3	<ul style="list-style-type: none"> <li>• NCV 4: Civil Engineering and Building Construction, or</li> <li>• National Certificate: Supervision of Construction Processes</li> </ul>
<b>Civil Engineering Construction Works</b>		
5 & 6	5	<ul style="list-style-type: none"> <li>• National Certificate: Management of Civil Engineering Processes NQF 5, or</li> <li>• National Diploma: Civil Engineering and Building Diploma</li> </ul>
2 to 4	3	<ul style="list-style-type: none"> <li>• NCV 4: Civil Engineering and Building Construction or</li> <li>• National Certificate: Supervision of Construction Processes, or</li> <li>• Further Education and Training Certificate: Supervision of Construction Processes</li> </ul>

**C3.1.5 Nature of Ground and Subsoil Conditions**

The nature of Ground and Subsoil Conditions shall be considered as not known. The contractor shall be responsible for undertaking the geotechnical investigation as per work order.

## **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:

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 **SANS 1921-1 and SANS 1921-2**.

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

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

**[If you think necessary, draw special attention to major services.]**

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

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

vicinity of underground services.

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

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

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

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

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

When electrical cables are not in the positions shown on drawings of 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 co-ordinated and levelled by the Contractor, and the information given in writing to the Employer's Agent's Representative.

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

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

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

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

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

shall be carried out by the Contractor.

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

Services affected by the contract are described as follows:

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

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

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

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

### **PS.3 WATERMAINS**

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

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

[Note: It is important to briefly describe the work envisaged and the time required for this work where other organisations are involved. Particular attention should be paid to tie-ins to the existing live mains which normally have to be done by the Water Supply Branch even if the installation of the new main is included in the contract.]

#### **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 Ethekwini Water Services Directorate. Tolerances on valve cover levels shall be as specified in clause PH.6.5. Before final setting in position of valve covers the Contractor shall liaise with the Employer's Agent regarding the direction in which covers shall be placed.

### **PS.3.3 Restriction on 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 work to sewer 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**

No work to electricity is envisaged.

#### **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**

No work to electricity is envisaged, but the Tenderers attention is drawn to the fact that electric connections and fibre optic cables are existing in the contract area.

#### **PS.6.1 General**

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

#### **PS.6.2 Street Lighting**

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

#### **PS.6.3 MV / LV Cables**

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

#### **PS.6.4 Relocation of Existing Services**

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

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

No work to Telkom / Neotel Plant is envisaged, but the Tenderers attention is drawn to the fact that Telkom / Neotel copper cables and fibre optic cables are existing in the contract area.

#### **PS.8 CCTV PLANT**

No work to CCTV Plant is envisaged, but the Tenderers attention is drawn to the fact that CCTV cables and fibre optic cables are existing in the contract area.

#### **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:

#### **Describe issues relating to OH&S and the Regulations**

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 OHSA 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 AB 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:

- (g) Time Management
- (h) Financial Management
- (i) Quality Management
- (j) Occupational Health and Safety Management
- (k) Environmental Management
- (l) Meeting Subcontracting Targets

## PS.13 CIDB BUILD PROGRAMME

This is applicable only where specified in the Task order :

### a) CIDB Skills Standard

It will be a condition of contract that the Contractor shall, in the performance of the contract, achieve the **Contract Skills Development Goal (CSDG)** established in the below referenced standard:

- CIDB Standard for Developing Skills Through Infrastructure Contracts, published in Gazette Notice No. 48491 of 28 April 2023.

### b) CIDB Indirect Targeting Standard

It will be a condition of contract that the Contractor shall, in the performance of the contract, achieve the Sub-Contracting relating to the engagement of targeted enterprises as established in the below referenced standard:

- CIDB Standard for Indirect Targeting for Enterprise Development through Construction Works Contracts, published in Gazette Notice No. 36190 of 25 February 2013.

In no uncertain terms

## PS.13 COMMUNITY LIAISON OFFICER AND EMPLOYMENT OF LOCAL LABOUR

### PS.13.1 COMMUNITY LIAISON OFFICER

The ward councillors of **wards where work will be carried out at Works Package Order stage where are** to identify a community liaison officer's (CLO's) for the project who must represent both the Community and Clients criteria and make the persons known to the Contractor within two days of being requested to do so.

**Allowance has been made for multiple (more than one) CLO for the duration of the project. The payment of the CLO will be paid under the corresponding project(s) within their ward.**

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.

#### **PS.13.1 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(s) where the works will be carried out at Works Package Order stage**. 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.

#### **PS.14 SURVEY AND ASSOCIATED WORKS**

##### **PS.14.1 SURVEY OF EXISTING SERVICES**

The Contractor, immediately upon commencing work, shall survey existing valves, manholes, catch pits and cable duct markers. The coordinates are to be submitted to the Employers Agent. Particular attention should be drawn to the following information which is required within two weeks of commencement.

**PS.14.2 RELOCATION OF SERVICES**

Where indicated, the Contractor will be required to relocate existing services under the supervision of the service provider. The unit rate shall include for the excavation for services; relocation of services including haulage, placing of services at the new allocated area and backfilling of the service trenches.

The cost of operation includes the repair, relocation, lowering and installation of various services with materials provided by the eThekweni Water Department. It also includes providing services connection to houses and the appointment of a Metro approved plumber. The unit of payment shall be sum.

**PS.14.3 SETTING OUT**

1. The Engineer shall establish the basic reference pegs and benchmarks on the Site and give to the Contractor the particulars thereof in sufficient time to enable the Contractor to meet his approved programme.
2. After compliance by the Engineer with the provisions of Sub-Clause (1), the Contractor shall be responsible for the true and proper setting out of the Works and for the provision of all necessary instruments, appliances and labour in connection therewith.

The Contractor shall carefully protect and preserve all benchmarks, sight-rails, pegs and other things used in setting out the Works. The checking of any setting-out or of any line or level by the Engineer shall not relieve the contractor of his responsibility for the correctness thereof.

**PS.14.4 AS BUILT DRAWINGS**

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
  - 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 Survey for, and Preparation of As-Built drawings is to be done by professionally registered Surveyor in accordance to the eThekweni Municipality, Land Surveying Branch: Engineering Surveys standard. The guide lines and examples are available. (See

[http://www.durban.gov.za/City\\_Services/engineering%20unit/Surveying\\_Land\\_Information/Pages/default.aspx](http://www.durban.gov.za/City_Services/engineering%20unit/Surveying_Land_Information/Pages/default.aspx))

The contractor must also give the Employers Agent a materials as-built spreadsheet in the format approved by the Senior Manager of the Coastal Stormwater Catchment: Stormwater Division – 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 the item as scheduled in the Preliminary & General Section of the Bill of Quantities referencing this clause.

#### **PS.14.5 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 Employer's Agent's use. An item for handling cost has been provided in the BOQ for the Contractor administration in this regard.

### **PS.15 DIVERSIONS AND CONTROLS**

#### **PS.15.1 STREAM / WATER DIVERSIONS**

An item has been provided in the BOQ for the deviation of the river / watercourse during construction of the outfall culvert extension. The method to be utilised by the Contractor must not be contrary to the EIA and current best Environmental practices.

The Contractor shall be responsible for the design, installation and removal on completion of any coffer-damming, protection works, river diversions and dewatering so required during the construction process. The method to be utilised by the Contractor must be approved by the Engineer and the Environmental Control Officer. Notwithstanding the aforementioned, the Contractor will accept full responsibility for the method adopted by himself.

The item is scheduled as a sum item of which 50% will be at the start of the deviating of the watercourse, a further 25% will be paid during the construction of the culvert and the balance of 25% will be paid once the works for the culvert is completed and the deviation of the stream is removed and the river / watercourse is returned to its normal position.

An item has been included in the Bill of Quantities for the cost of a cofferdam and the contractor shall allow in his rate for the design, installation, maintenance and removal of all sheet piling, walings, bracing etc., protective works, building up of sand, and all components necessary for the performance of such coffer-dam. No sheet piling shall be allowed to remain left in position.

The contractor shall apply suitable, effective drainage methods for preventing the ingress of water into excavations and to keep them dry. The drainage measures, with the exception of pumping,

shall be maintained until the backfilling has been completed. Between the various construction stages pumping may be interrupted in consultation with the engineer. Any draining or pumping of water shall be done in a manner as will preclude the concrete or materials or any part thereof from being carried away.

#### **PS.15.2 ROAD DEVIATIONS AND TRAFFIC CONTROL**

- (a) Further to the provisions in clause PS.1.3.1. Allowance has been made in the Bill of Quantities for deviations varying from Type A, Type B, Type C depending on the location of the works. Costs of any other deviations required by the Contractor shall be included in the rates tendered.
- (b) Deviations required by the Contractor shall comply with the requirements of AB.7 Details shall be submitted to the Employers Agent for approval at least two weeks in advance of date on which it is anticipated that work on the deviation will commence.
- (c) On deviations provided in terms of (b) above the Contractor shall ensure at all times and during all weather conditions that all temporary surfaces that are intended to carry traffic are in fact trafficable with regard to reasonable standards of safety and comfort. No additional payment shall be made to the Contractor for compliance with this clause.
- (d) Unless indicated otherwise over the entire length and for the duration of the contract, traffic is required to be accommodated in both directions at all times. The Contractor shall ensure that the full width of the road, or a width of road approved by the Employers Agent, is available for traffic during the peak traffic periods (i.e. 07:00 - 09:00 and 16:00 to 18:00).
- (e) At all times signposting shall be detailed in the part of this document: "Safety in Road Construction".

#### **PS.16 ADDITIONAL ITEMS**

The Contractor is to note additional items which are required for this contract. These items are to be priced separately and are subject to the approval of the Engineer.

The unit of measure is sum. If required, payment for the above will be made under the applicable items as scheduled in the Preliminary & General Section of the Bill of Quantities referencing this clause.

#### **PS.17 TESTING**

##### **PS.17.1 TESTING**

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 layerworks and for all density of all materials delivered to

site intended for use in the layerworks as per the pavement design illustrated on the contract drawings.

The Contractor is to provide results of all control testing to the Employers Agent. If the Employers Agent is satisfied with the results, the Contractor will then be given the approval by the Employers Agent's representative to proceed with the next stage of construction.

The Contractor is to also include in his unit rates for the cost of classification testing and density tests of all materials excavated from site intended for use in the bulk earthworks. The Contractor is to provide the test results of all these materials to the Employers Agent. If the Employers Agent is satisfied with the results, the Contractor will then be given the go ahead by the Employers Agent's representative to proceed with the next stage of construction.

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

#### **PS.17.2 TESTING REQUESTED BY EMPLOYERS AGENT**

At the discretion of the Employers Agent, he may request the Contractor to undertake additional control testing of which payment shall be made in the Bill of Quantities.

#### **PS.18 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. The Employers Agent shall provide the specifications of the drone to be used.

#### **PS.19 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.20 ADJUDICATION**

Alternate dispute resolution for the contract will commence with ad-hoc adjudication as per GCC 2015. The proposed Adjudicators must be registered with SAICE and/or the Association of Arbitrators as an Adjudicator at the least. An allowance has been made in the BOQ for the partial costs of the appointment and services of the Adjudicator(s). This item shall cover only 50% of the Adjudicator's(s) cost which shall be the Employers contribution only. The Contractor shall be responsible for payment of his (the Contractor) costs and shall not be allowed for in the contract. An item has also been allowed for in the BOQ for the contractor's administration cost in this regard. It is a percentage of the cost of 50% of the Adjudicator's fees and is limited to a maximum of 7,5%.

**PS.21 ALLOWANCE FOR GEOTECHNICAL ENGINEER FOR INVESTIGATIONS AND TESTING, DESIGN, DETAIL, SUPERVISION AND STABILITY CERTIFICATE.**

During the contract, the Employers Agent may call on the services of external professionals / specialist in the field for site related issues. The payment for their services shall be made through the contract for which an item has been allowed for in the BOQ. The contractor will be paid a percentage of the cost of the professional services fee for his administration cost.

Geotechnical investigations and testings shall be carried out at the beginning of the contract to ensure that the site from a geotechnical perspective will be safe and stable during and after the construction.

Structures: Boreholes and other investigations are required prior to construction. These shall be carried out at the beginning of the contract.

Other works: The Employers Agent may instruct the Contractor to carry out any other geotechnical investigations as required.

The contractor will let out the Expression of Interest detailing the above-mentioned. The Employers Agent will provide all the necessary information, or the Construction drawings may be used for the Contractor to compile for Expression of Interest. 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. It is mandatory that the geotechnical investigation commence immediately on commencement of the contract between the contractor and the Employer.

The drawings, investigation reports and all information in this regard shall be issued to the Employer's Agent at least four weeks before the programmed commencement of the works.

**PS.22 TEMPORARY STRUCTURE FOR ROAD CROSSING**

The contractor shall install a temporary structure for road crossing during construction. The contractor is liable to maintain this structure throughout the contract. The contractor is liable to any damages to working area or surrounding areas caused by failure of the structure. The unit of measurement for this item shall be a Sum and the rate shall include all plant, labour, materials and all equipment required for the establishment, safety, maintenance, and de-establishment of the structure

### **PS.23 PROVISIONAL SUM FOR PROTECTION AND REPAIR OF MUNICIPAL INFRASTRUCTURE**

This provisional sum is provided to cover costs associated with the protection, diversion, relocation, or repair of existing municipal infrastructure encountered during the course of construction. Such infrastructure may include but is not limited to water mains, sewer lines, stormwater pipes, cables, ducts, and other buried or surface utilities. The rate shall include: -All labour, materials, plant, supervision, and transport required to execute the necessary works as instructed by the Engineer. -The provision of temporary supports, shoring, or diversions to ensure the continuity of municipal services during construction. -The repair or reinstatement of any damaged municipal infrastructure to the satisfaction of the relevant authority. -Coordination and liaison with the respective service departments (Water and Sanitation, Electricity, etc.) prior to commencement of any work affecting their services. -All testing, inspection, and approvals required by the Engineer and the relevant authority

### **PS.24 HIRE OF 30 TON EXCAVATOR**

This provisional sum is provided to cover costs associated with the hire and operation of a 30-ton excavator for works required during the course of construction, as instructed by the Engineer.

The rate shall include, but not be limited to:

- Hire of a 30-ton excavator (including operator, where required)
- All fuel, lubricants, and routine servicing
- Mobilisation and demobilisation to and from site
- All labour, supervision, and plant required for safe operation
- Compliance with all safety regulations and site requirements
- Any necessary permits, certifications, and inspections
- Standby time, where applicable, as instructed by the Engineer

The provisional sum shall be expended only upon written instruction by the Engineer and shall be measured as a sum item, with no separate payment for individual components unless otherwise stated.

### **PS.25 LOW BED HIRE**

This provisional sum is provided to cover costs associated with the hire and operation of a low bed vehicle for the transportation of plant and equipment to and from site, as instructed by the Engineer.

The rate shall include, but not be limited to:

- Supply and hire of suitable low bed vehicle
- Loading and securing of plant
- Transport to and from site
- Fuel, lubricants, and servicing
- Driver and associated labour
- All permits required for abnormal loads
- Compliance with traffic regulations and safety requirements

The provisional sum shall be expended only upon written instruction by the Engineer and shall be measured as a sum item unless otherwise stated.

#### **PS.26 6" (INCH) PUMP LINE**

This provisional sum is provided to cover the supply, installation, operation, and removal of a 6-inch pump line for temporary dewatering or stormwater diversion works, as instructed by the Engineer.

The rate shall include:

- Supply of 6" diameter pipework and fittings
- Pumps (where required)
- Installation and alignment of pipeline
- Anchoring and protection of pipe
- Labour and supervision
- Fuel and servicing of pumps
- Removal and reinstatement upon completion

The provisional sum shall only be expended upon written instruction by the Engineer.

#### **PS.27 FRONT END LOADER HIRE**

This provisional sum is provided to cover costs associated with the hire and operation of a front-end loader for construction activities, as instructed by the Engineer.

The rate shall include:

- Hire of front-end loader (including operator)
- Fuel, lubricants, and servicing
- Mobilisation and demobilisation
- Loading and stockpiling of materials
- Site supervision and compliance with safety regulations
- Standby time, where applicable

Payment shall be made only upon written instruction and measured as a sum item unless otherwise specified.

#### **PS.28 POLYMER MANHOLE COVERS**

This provisional sum is provided to cover the supply and installation of polymer manhole covers and frames where replacement of damaged or missing covers is required, as instructed by the Engineer.

The rate shall include:

- Supply of approved polymer manhole covers and frames
- Removal of existing covers (if required)
- Installation and alignment
- Bedding and securing in concrete
- Traffic management where applicable
- All labour, materials, and equipment required

The provisional sum shall be expended only upon written instruction by the Engineer.

**PS.29 CCTV CAMERA SURVEY OF STORMWATER PIPES**

The rate shall be measured in meters (m)

The rate shall include labour, plant, equipment, transport, materials and all necessary equipment required to carry out the CCTV survey and submit the recorded footage and report to the Engineer.

**PS.30 HIGH PRESSURE JETTING OF STORMWATER PIPES**

The rate shall be measured in meters (m)

The rate shall include labour, plant, equipment, transport, materials and all necessary equipment required to carry out the jetting and cleaning of the stormwater pipe.

**C3.3: STANDARD SPECIFICATIONS**

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

<b>Part</b>	<b>Description</b>	<b>Date of Issue</b>	
AB	General Specifications	July	1992
B	Site Clearance	March	1990
C	Concrete Work	February	1987
DA	Earthworks: Bulk	January	1985
DB	Earthworks for Pipe Trenches	July	1992
DC	Earthworks for Concrete Lined Canals		
DD	Earthworks for Structures		
EB	Graded Crushed Stone	December	1988
ED	Road Asphalt	July	1992
EF	Kerbs and Haunches	July	1992
EG	Sidewalks, Footpaths and Median Areas	July	1992
EH	Steel Guardrails & Conc. Median Barriers		
EJ	Concrete Interlocking Block Surfaces		
EL	Dumprock Subgrade Improvement		
F	Protection Works	July	1992
PF	Pressure Pipelines: Other Than Steel		
PG	Non-Pressure Pipelines and Pc Culverts	July	1992
PH	Manholes and Appurtenant Drainage Works	July	1992
PG	Lateral Support Systems		
S	Reinstatement	March	1993
TA	Road Signs	October	1989
TB	Road Markings	October	1989

### C3.3.2 AMENDMENTS TO THE STANDARD SPECIFICATIONS

#### INTRODUCTION

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

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

PS AB	General Specifications
PS B	Site Clearance
PS C	Concrete Work
PS DA	Earthworks: Bulk
PS DB	Earthworks for Pipe Trenches
PS DC	Earthworks for Concrete Lined Canals
PS DD	Earthworks for Structures
PS EB	Graded Crushed Stone
PS ED	Road Asphalt
PS EF	Kerbs and Haunches
PS EG	Sidewalks, Footpaths and Median Areas
PS EJ	Concrete Interlocking Block Surfaces
PS EL	Dumprock Subgrade Improvement
PS F	Protection Works
PS PG	Non-Pressure Pipelines and Pc Culverts
PS PH	Manholes and Appurtenant Drainage Works
PS PG	Lateral Support Systems
PS S	Reinstatement

#### **PAYMENT CLAUSES**

N.B: Tenderer is to note that it is a requirement that photographic evidence/pictures are provided as proof of works undertaken. These are to include before and after pictures as well as pictures of the works being undertaken and completed works. Tenderers are to include for this requirement in the rates tendered.

**PS.AB GENERAL SPECIFICATIONS****INDEX****PS.AB.8.0 SETTING OUT**

- (1) The Engineer shall establish the basic reference pegs and benchmarks on the Site and give to the Contractor the particulars thereof in sufficient time to enable the Contractor to meet his approved programme.
- (2) After compliance by the Engineer with the provisions of Sub-Clause (1), the Contractor shall be responsible for the true and proper setting out of the Works and for the provision of all necessary instruments, appliances, and labour in connection therewith.

The Contractor shall carefully protect and preserve all benchmarks, sight-rails, pegs and other things used in setting out the Works.

The checking of any setting-out or of any line or level by the Engineer shall not relieve the contractor of his responsibility for the correctness thereof.

**PS.AB.8.1 AS-BUILT DATA**

The Tenderer shall note lump sum item 1.AB. Preparation of As-Built drawings covering the submission of as-built data.

The Contractor shall supply the Engineer with:

- (a) a list of surveyed co-ordinates of cable duct markers and watermain valve covers constructed or modified during the Contract.
- (b) a list of surveyed invert and cover levels, and co-ordinates of all catchpits and manholes constructed or modified during the Contract.

The completion certificate shall not be issued unless the above information has been forwarded to the Engineer.

The Survey for, and Preparation of As-Built drawings is to be done by professionally registered Surveyor in accordance to the eThekweni Municipality, Land Surveying Branch: Engineering Surveys standard. The guidelines and examples are available. (See [http://www.durban.gov.za/City\\_Services/engineering%20unit/Surveying\\_Land\\_Information/Pages/default.aspx](http://www.durban.gov.za/City_Services/engineering%20unit/Surveying_Land_Information/Pages/default.aspx))

If required, payment for the above will be made under the applicable items as scheduled in the Preliminary & General Section of the Bill of Quantities referencing this clause.

**PS.AB.8.2. STREAM / WATER DIVERSION**

The Contractor shall divert water away from the working area. The contractor is responsible to maintain the diversion throughout the contract. The contractor is liable to any damages to working area or surrounding areas caused by failure of the diversion. Rate should include establishment, safety, maintenance, and de-establishment of the water diversion

**PS.AB.8.3 ADDITIONAL ITEMS**

The Contractor is to note additional items which are required for this contract. These items are to be priced separately and are subject to the approval of the Engineer. The unit of measure is sum.

If required, payment for the above will be made under the applicable items as scheduled in the Preliminary & General Section of the Bill of Quantities referencing this clause and will be measured as sum.

**PS.AB.8.4 MANHOLE AND VALVE CO-ORDINATION**

The Tenderer shall note the lump sum item 14. PART AB in the Schedule of Quantities covering the survey co-ordination of all valves, manholes, catchpits and cable duct markers within the contract area. The Contractor shall supply the Engineer with a list of co-ordinates and scaled plan of these services within two weeks of commencement of the works. A sepia copy of the plan shall be supplied by the Department for this purpose.

**PS.AB.6 Testing**

The Tenderer's attention is drawn to clause AB.6 where it states that the Contractor is responsible for site control testing to confirm that all related site work is in accordance with the specification. The cost of this testing is covered under Part AB, item 7 in the Schedule of Quantities. If the results of the control testing are in order the Engineer may authorise the Contractor to proceed without further testing.

Acceptance testing is undertaken by the Roads Department -

- (a) When requested by the Contractor or.
- (b) At the discretion of the Engineer after reviewing the results of the control testing.

Should the acceptance tests indicate that the work is not to specification, the cost of any retest by the Engineer shall be to the Contractor's account. The cost has been determined at R1000,00 per set of tests and shall be deducted from any payments due to the Contractor under Part AB, item 8 in the Schedule of Quantities.

**PS.B SITE CLEARANCE****INDEX**

PS.B.1	GENERAL CLEARANCE AND GRUBBING
PS.B.2	REMOVAL OF EXISTING FENCES
PS.B.3	BUILDINGS, STRUCTURES, UNDERGROUND OBSTRUCTIONS
PS.B.4	REMOVAL OF BRICKWORK
PS.B.5	DEMOLITION OF MANHOLES AND INLETS
PS.B.6	STORMWATER CLEANING
PS.B.7	REMOVAL OF RETAINING WALLS AND SHORING OF EXCAVATIONS

**PS.B.1 GENERAL CLEARANCE AND GRUBBING**

The unit of measurement is the square metre (m<sup>2</sup>). No deductions will be made for buildings and structures, but the area does not include existing hardened areas, which will be paid under a separate item. Clearance and grubbing quantity shall be agreed and determined prior to clearance. The rate shall cover the cost of clearing the surface, litter, building material and boulders up to 0,15 m<sup>3</sup> in size, grubbing of vegetation and tree stumps

**PS.B.2 REMOVAL OF EXISTING FENCES**

Further to the provisions on clause B.8.5. If the fence is damaged, a new fence is to be supplied and installed as per Part F item 1 and as per Engineers' instructions.

**PS.B.3 BUILDINGS, STRUCTURES, UNDERGROUND OBSTRUCTIONS**

The unit of measurement is item. The rate shall cover all those operations specified in clause B.5.5.

Where specified, the contractor shall demolish, break-up and remove

- Buildings, walls, structures and all superficial obstructions on the site affected by the works or as indicated on the drawings down to natural ground level;
- Underground structures such as foundations, chambers constructed of brick work, concrete and reinforced concrete to a depth as directed by the engineer;
- Underground obstructions such as septic tanks and soak pits.

The work involved shall consist of the following: i. Excavation to expose the obstruction including upholding the sides of the excavation ii. Breaking out, removal and disposal of the material causing the obstruction. Where the underground structures or obstructions are abandoned, any incoming or outgoing pipes shall be adequately sealed with concrete. All demolition material shall be disposed of at an approved tip

**PS.B.4 REMOVAL OF BRICKWORK**

The unit of measurement is cubic metre (m<sup>3</sup>) net in place before demolition. The rate shall cover the complete demolition of the structure and associated works and disposal of the material to an approved tip. Backfilling of any resulting cavities shall be paid for under clause

B.8.21.

#### **PS.B.5 DEMOLITION OF MANHOLES AND INLETS**

The unit of measurement shall be number (No.) and the rate shall include for the labour, plant and material necessary for:

- a. Breaking down brickwork to 1 m below formation level;
- b. Sealing the incoming and outgoing pipes with concrete;
- c. Backfilling with clean, coarse sand and compacting to 95% MOD AASHTO;
- d. Storing manhole covers on site for re-use or spoiling to tip.

#### **PS.B.6 STORMWATER CLEANING**

The unit measurement shall be the length (m) of pipe cleared.

Upon instruction from the engineer, the existing stormwater pipe crossings (all sizes) that are blocked with sand and debris shall be cleared and cleaned thus ensuring smooth, uninterrupted flow of stormwater. The rate tendered shall include the disposing of the excavated material to spoil.

#### **PS.B.7 REMOVAL OF RETAINING WALLS AND SHORING OF EXCAVATIONS**

Where required, existing retaining walls shall be removed and reconstructed in segments. Retaining material shall be stored on site for reuse or disposal at approved tip as instructed by Engineer. Existing shrubs/ trees and vegetation within the working area shall be removed.

#### **PS.B.8.23. REMOVAL OF MANHOLE COVERS AND STORE ON SITE FOR RE-USE**

The unit of measurement for the removal of Manhole covers shall be number (No.)

The rate shall include for the labour, plant and material required to remove the existing manholes and store on site for re-use.

Rate to include stockpile handling

#### **PS.B.8.25 REMOVAL OF EXISTING WATER LOFFELSTEIN TYPE RETAINING WALL TO STOCKPILE ON SITE FOR RE-USE**

Measurement for this Item shall be in m<sup>2</sup>

Manual removal of Water loffelstein to stockpile for re use on site. If water loffels are damaged, new loffelstein blocks are to be supplied and installed as per Part F, item 13 and as per Engineers instructions.

Rate to include stockpile handling

**PS.C CONCRETE WORKS****INDEX**

- PS.C.1 CONSTRUCTION – FIXING OF REINFORCEMENT
- PS.C.2 POLYSULPHIDE SEALANT TO FRONT FACE OF EXPANSION JOINT
- PS.C.3 WEEPHOLES AND DRAINAGE PIPES
- PS.C.4 DRAINAGE STRIPS
- PS.C.5 DOWELLING
- PS.C.6 CONSTRUCTION JOINTS
- PS.C.7 WRAP PIPE THROUGH WALL

**PS.C.1 CONSTRUCTION – FIXING OF REINFORCEMENT**

Add the following paragraphs to C.5.1.3:

“The concrete cover for all structural concrete elements shall be within the acceptance ranges shown in Table C.5.1 unless otherwise specified on the issued construction drawings. Prior to fixing the steel, samples of the proposed cover and spacer blocks shall be submitted to the engineer along with a written statement for in-situ manufacture, if applicable, for approval. The overlap of steel reinforcement bars shall be such that the cover to the lapped bars remains constant at the specified cover.

Prior to fixing the reinforcing steel, samples of the proposed cover and spacer blocks shall be submitted to the Engineer for approval. Concrete cover and spacer blocks shall be made using the same cement and aggregate type as the main concrete with the same water/ cement ratio so that differences in shrinkage, thermal movements and strain are minimised. Cover blocks shall be water cured by submersion for a minimum of 7 days and thereafter kept submerged in water until immediately before fixing onto reinforcing steel. Where concrete cover blocks, subsequent to fixing, have visually dried out they shall be remoistened by an appropriate method so that they are damp before the placing of concrete. Where fixing wire is inserted into cover blocks, it shall be galvanised. Cover and spacer blocks manufactured from other materials e.g. plastic, shall be approved by the engineer prior to being used on site. All cover blocks regardless of the type of material manufactured from, shall not be visible on exposed concrete surfaces.”

Within 24 hours after placing concrete, the Contractor shall have cleaned off all concrete splatter from the protruding starter bars and clips and any other affected reinforcement, and shall present the resulting product to the Engineer for approval before he will be permitted to commence fixing the shuttering and reinforcement to the next section. The Contractor’s attention is drawn to the fact that, for the concrete mixes used on this contract, this splatter is extremely hard to remove if not done within 24 hours of placing the concrete.

**PS.C.2 POLYSULPHIDE SEALANT TO FRONT FACE OF EXPANSION JOINT**

The sealer used in the expansion joints shall be polysulphide conforming to B.S.4254 of 1967 - Two part polysulphide based sealants for the building industry as amended. The unit of measurement shall be the metre (m) and the rate shall include for the supply of the material, labour and tools to perform the work and wastage.

### PS.C.3 WEEPHOLES AND DRAINAGE PIPES

Weep holes and pipes shall not be placed within 40 mm of any reinforcement and the interior surface shall, on completion, be smooth and clean. The unit of measurement shall be the linear meter (m) of drainage pipes placed as shown on the drawing. The tendered rate shall include full compensation for all material, labour, and equipment to supply and install as shown, including the 300mm wide by 50mm thick mortar bed under the core in the case of perforated pipes.

The unit of measurement shall be Number (No.) and the rate shall include for all the materials, labour and tools necessary to construct the weepholes as specified in clause F.5.6.2. In addition to the no fines concrete block, the Contractor shall make allowance for the PVC pipe to be filled with a no fines concrete plug. Also, including the no-fines concrete drains shall be constructed to the levels, grades and dimensions shown in the drawings and shall include for the supply of all materials, labour and plant necessary for the complete construction of the no-fines drain.

### PS.C.4 DRAINAGE STRIPS

Synthetic-fibre filter fabric shall be of the type and grade shown on the drawings or specified in the bill of quantities, or else the following properties shall apply: Penetration load (minimum) 3500 Newton Puncture resistance (maximum) 15 mm Water percolation (minimum) 20 litre / m<sup>2</sup> / sec Filter fabric shall be placed as shown on the drawings and shall be protected against sunlight and mechanical damage during storage and installation. The unit of measurement shall be the linear meter of drainage strips laced behind the earth faces as shown on the drawings. The tendered rate shall include full compensation for all material, labour, and equipment to supply and install the strips as shown.

### PS.C.5 DOWELLING

The unit of measurement for this item shall be no.

The tendered rate shall include full compensation for supplying all materials, including anchor bolts, manufacturing the dowels/guides, transporting, handling and storing, and all labour, equipment and incidentals required for installing the dowel/guides as detailed:

1. Drilling into the bedrock for anchor bars (High tensile steel reinforcement) up to 0.5m deep.
2. Cleaning of all residual material prior to the installation dowel bars
3. Bending of the anchor bars as per the drawing No.
4. Supply and anchoring of dowel bars into drilled hole with an approved epoxy grout.

### PS.C.6 CONSTRUCTION JOINTS

Add to the following C.5.14: The costs for preparation of the construction joints shall be deemed to have been included in the rate tendered for the concrete. Preparation of the joint shall be of utmost importance as a laitance free surface exposing the clean large aggregate is expected. The formwork at construction joints shall have moulding strips 25mm x 25mm neatly butted and set at the position of the construction joint. It is expected that a retarder and either mechanical effort or high-pressure water will be required to achieve the desired surface. The maximum time delay between casting the deck elements (i.e. beams and top slab) shall be seven days. No construction joints other than those indicated on the drawings will be permitted without the written approval of the Engineer. In all cases

the proposed method of forming the joint shall be discussed and agreed with the engineer. The formwork at construction joints shall have moulding strips 25mm x 25mm neatly butted and set at the position of the construction joint to form a neat line.

#### **PS.C.7 BUILD PIPE THROUGH WALL**

The unit of measurement shall be Number (No.) and shall be measured as an extra over to the standard manhole/inlet items.

The rate shall include for :

- Breaking into the existing wall.
- Construct wall with the pipe in its permanent position.
- Cutting and reinstating the connection of the wall and the pipe.
- The restricted working around the existing wall.
- Seal the joint of the pipe and the wall (waterproofing ensuring air-tightness)
- Disposal of any spoil etc., to the tip.

#### **PS.C.8.4 BITUMEN IMPREGNATED SOFTBOARD IN EXPANSION JOINTS**

The bitumen impregnated softboard/polystyrene/similar approved shall be 13 mm thick.

The unit of measurement shall be the square metre (m<sup>2</sup>) and the rate shall include for its supply, cutting and waste. Allowance must also be made for placing/fixing the softboard against the brickwork face of the expansion joint.

##### **1. POLYSULPHIDE SEALANT TO FRONT FACE OF EXPANSION JOINT**

The sealer used in the expansion joints shall be polysulphide conforming to B.S.4254 of 1967 - Two-part polysulphide-based sealants for the building industry as amended. The contractor shall apply the sealant in strict accordance to manufactures specification. The type of sealant used should be POLYSULPHIDE OR SIMILAR APPROVED

The unit of measurement shall be the metre (m) and the rate shall include for the supply of the material, labour, and tools to perform the work and wastage.

#### **PS.C.8.5 50 mm DIAMETER P.V.C. OR FIBRE CEMENT WEEPHOLES**

The unit of measurement shall be Number (No.) and the rate shall include for all the materials, labour and tools necessary to construct the weepholes as specified in clause F.5.6.2. In addition to the no fines concrete block, the Contractor shall make allowance for the PVC pipe to be filled with a no fines concrete plug.

#### **PS.C.8.6 Dowelling**

The unit of measurement for this item shall be no.

The tenderers rate for this item shall include all labour, equipment and plant required for

1. Drilling into the bedrock for anchor bars (High tensile steel reinforcement) up to 0.5m deep.
2. Cleaning of all residual material prior to the installation dowel bars
3. Bending of the anchor bars as per the drawing No.
4. Supply and anchoring of dowel bars into drilled hole with an approved epoxy grout.

**PS.DA EARTHWORKS BULK****INDEX****PS.DA.1 IMPORTED FILL****PS.DA.2 DISPOSAL OF UNSUITABLE MATERIAL  
PS.DA.3 GEOFABRIC BLANKET****PS.DA.1 IMPORTED FILL**

Notwithstanding Clause DA 8.4, it is the Contractor's responsibility to obtain suitable fill material for the contract from a site/s of his choice. The rate tendered for this item shall be inclusive of all haulage costs and royalties.

The imported fill material shall be suitable material as defined in clause AB.1. The unit of measurement shall be m<sup>3</sup>. Payment will be made immediately after the contractor has produced suitable testing results for the material acquired and such material has been delivered to site.

**PS.DA.2 DISPOSAL OF UNSUITABLE MATERIAL**

Further to the provisions in clause DB.8.8. The unit of measurement for this item shall be the cubic metre (m<sup>3</sup>) and the volume of material shall be measured in the canal trench and computed from the pay trench width, the depth of unsuitable material excavated, and the length specified. The unit rate for the disposal of unsuitable material or surplus material resulting from excavations and clearance shall cover all plant, equipment, and labour for the removal of unsuitable material.

It shall also include for:-

- d) Loading, haulage, deposition at disposal site and spreading
- e) Allowing for bulking or shrinkage of material and wastage.
- f) All haulage and royalties are in excess of more than 1km radius from site.

**PS.DA.3 GEOFABRIC BLANKET**

The geofabric blanket shall comply with clause PG.3.8.

The unit of measurement shall be the square metre (m<sup>2</sup>). The rate shall include for the supply of the material, laying, joining, cutting and waste.

**PS.DB EARTHWORKS FOR PIPE TRENCHES****INDEX**

- PS.DB.1 SAFEGAURDING OF EXCAVATIONS  
PS.DB.2 DISPOSAL OF UNSUITABLE MATERIAL  
PS.DB.3 GEOFABRIC BLANKET

**PS.DB.1 SAFEGAURDING OF EXCAVATION, BACKFILLING AND REINSTATEMENT OF TRENCHES (CLAUSE DB.5.3.2)**

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

1) It is considered that portion of the excavated material will not comply with the specification for material suitable for backfilling. It will be the Contractor's responsibility to use selective methods of excavation (TLB, heavy duty excavators, woodpeckers, jackhammers / breakers) to ensure that this unsuitable material does not contaminate other materials suitable for reuse.

2) It is anticipated that a significant portion of the material excavated for trenches in existing natural ground is likely to be classified as "Intermediate to Hard" in terms of Part DB of the Departmental Technical Specification, and that blasting methods will NOT be employed to facilitate excavation. Tenderers are to note that the rate tendered shall be inclusive of all work or operations necessary to excavate backfill, spoil or stockpile the material either using extra plant ie. TLB, heavy duty excavators, woodpeckers, jackhammers / breakers.

3) 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. If necessary and required, an item has been included in the Bill of Quantities for the disposal of unsuitable material to tip and the Contractors tendered rate for this item shall include for stockpiling if deemed necessary.

4) 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

5) Notwithstanding the method of trench excavation adopted by the Contractor, the restriction on the maximum trench width as defined in specification Clause DB.6.1 - must be strictly adhered to. Should the Contractor over-excavate the trench then he will be responsible for increasing the pipe strength and / or bedding class to be used, all to his cost.

6) The precautions for excavations as specified in the relevant clauses in this section shall apply to all trench excavations. The contractor or his agent or his representative shall take all the steps necessary to ensure that no person is required or allowed to work in a trench or any other unsupported overhanging excavation which is more than 1.0m deep and any excavation which has not been adequately supported, shored or braced if there is any danger whatsoever of the

sides of the excavation collapsing. The support shoring or bracing to be designed and constructed by the contractor, shall be strong and sturdy enough to support the sides of the excavation in question.

All excavation areas are to be barricaded to the satisfaction of the engineer. All costs arising from these requirements are to be included in the relevant rates for the excavation.

The contractor shall note that this clause does not relieve him of any obligations

The measurements for excavation shall be as depicted on the schedule of quantities 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. No additional payment will be made for compliance with this clause and Tenderer's shall include in his/her relevant tendered rates for all extra plant (TLB, heavy duty excavators, woodpeckers, jackhammers / breakers), labour and materials required to work in these intermediate to possibly hard areas for the excavation of material from site.

## **PS.DB.2 DISPOSAL OF UNSUITABLE MATERIAL**

Further to the provisions in clause DB.8.8. The unit of measurement for this item shall be the cubic metre (m<sup>3</sup>) and the volume of material shall be measured in the canal trench and computed from the pay trench width, the depth of unsuitable material excavated, and the length specified. The unit rate for the disposal of unsuitable material or surplus material resulting from excavations and clearance shall cover all plant, equipment, and labour for the removal of unsuitable material.

It shall also include for:-

- d) Loading, haulage, deposition at disposal site and spreading
- e) Allowing for bulking or shrinkage of material and wastage.
- f) All haulage and royalties are in excess of more than 1km radius from site.

## **PS.DB.3 GEOFABRIC BLANKET**

The geofabric to stone bedding must comply with Clause PG.3.8 of Part PG : Non-Pressure Pipelines and Precast Concrete Culverts. The unit of measurement shall be the square metre (m<sup>2</sup>). The rate shall include for its supply, laying, joining, cutting and waste.

## **PS.DB.8.9/ PS.DD.8.6 LATERAL SUPPORT**

The Contractor shall be responsible for the design, installation, maintenance and removal of whatever temporary works are necessary to support the face of the excavated ground to ensure the safety of workmen and to secure any structure, roads, services or private properties adjacent to the excavations.

The design of the ground support system shall be carried out by a registered Professional Engineer and where applicable it shall be in accordance with the requirements of "Civil Engineering code of practice No. 2: Earth Retaining Structures" published by the Institution of Civil Engineers : London or "Code of practice on Lateral Support in Surface Excavation" published by the South African Institution of Civil Engineers.

Working drawings/sketches shall be submitted to the Engineer not less than 14 days prior to the

commencement of construction. Approval by the Engineer shall not relieve the Contractor of his responsibilities with regard to the safety of the excavations or adjoining structures and any failure of the sheet piling, wallings, ground anchors, soil nails etc., shall be rectified by the Contractor at his own cost.

Any struts, wallings or braces associated with the ground support system shall be so positioned that they do not encroach onto or through the permanent works.

The ground support system, excluding ground anchors or soil nails, shall be completely removed after completion of the permanent works.

The unit of measurement shall be sum. Payment shall be made throughout the period that lateral support is used, the amount per month being the rate (sum) divided by the time in months that the lateral support system will be in use.

#### **PS.DB.8.21 Disposal of unsuitable material**

The unit of measurement for this item shall be the cubic metre(m<sup>3</sup>)

The unit rate for the disposal of unsuitable material or surplus material resulting from excavations and clearance shall cover all plant, equipment and labour for the removal of unsuitable material. It shall also include for:-

1. Loading, haulage, deposition at disposal site and spreading
2. Allowing for bulking or shrinkage of material and wastage.

The material will be collected from site location within 1Km of the working area specified by the engineer to an approved dumping location outside the working area.

**PS.DD EARTHWORKS FOR STRUCTURES****INDEX**

- PS.DD.1 LATERAL SUPPORT SYSTEM  
PS.DD.2 STONE MAT

**PS.DD.1 LATERAL SUPPORT SYSTEM**

The Contractor shall be responsible for the design, installation, maintenance and removal of whatever temporary works are necessary to support the face of the excavated ground to ensure the safety of workmen and to secure any structure, roads, services or private properties adjacent to the excavations.

The design of the ground support system shall be carried out by a registered Professional Engineer and where applicable it shall be in accordance with the requirements of "Civil Engineering code of practice No. 2: Earth Retaining Structures" published by the Institution of Civil Engineers: London or "Code of practice on Lateral Support in Surface Excavation" published by the South African Institution of Civil Engineers.

Working drawings/sketches shall be submitted to the Engineer not less than 14 days prior to the commencement of construction. Approval by the Engineer shall not relieve the Contractor of his responsibilities with regard to the safety of the excavations or adjoining structures and any failure of the sheet piling, wallings, ground anchors, soil nails etc., shall be rectified by the Contractor at his own cost.

Any struts, wallings or braces associated with the ground support system shall be so positioned that they do not encroach onto or through the permanent works.

The ground support system, excluding ground anchors or soil nails, shall be completely removed after completion of the permanent works.

The unit of measurement shall be sum. Payment shall be made throughout the period that lateral support is used, the amount per month being the rate (sum) divided by the time in months that the lateral support system will be in use.

**PS.DD.2 STONE MAT**

Should the Engineer's Representative consider the trench bottom to be unsuitable or ground water excessive, a mat of 19 mm stone of not less than 150 mm depth extending between the pay lines shall be spread before the concrete blinding is cast.

The Engineer's Representative's decision in this respect shall be obtained before any material is used. No payment shall be made for using a stone mat where this is not authorised.

The unit of measurement shall be the cubic metre (m<sup>3</sup>) and the Contractor shall allow in his price for the supply, handling and levelling, etc., of the stone. Excavation shall be measured separately.

**PS.DD.8.7 PROVE EXISTING SERVICES**

In order to price for item no.9: Section 2 of the bill of quantities the contractor's attention is drawn to that this clause shall be read in line with the requirements for clause DB.8.19

**PS.ED ROAD ASPHALT****INDEX****PS.ED.8.5 SAW CUT ROAD**

The Contractor shall cut with a diamond cutter a neat uniform line 60 mm deep along the edge of the road and perpendicular to the road were directed by the Engineer. Thereafter the remaining depth of road may be cut by pneumatic hand tool.

The unit of measurement shall be the metre (m) and the rate shall be inclusive of all labour, plant and material required for the works and shall cover the overall depth of cut.

**PS.ED.8.6 PRIME COAT 0.6litres/m2**

The unit of measurement shall be litres per square meters (l/m2)

The rate shall include the supply and application of prime coat at a rate of 0.6 litres per square metre, including surface preparation, cleaning, heating (if required), spraying, protection, and all labour, plant, and materials necessary to complete the work as specified by the Engineers specifications.

**PS.ED.8.6 PRIVATE PLANT ASPHALT Sa-H20.BITUMEN CONTENT % AS PER MIX DESIGN ENTERED AT TIME OF USE**

The rate shall include the supply, transport, laying, spreading, compaction, and finishing of SA-H20 asphalt from a private plant, including all labour, plant, materials, tack coat, joints, testing, and compliance with the approved mix design and the Engineer's specifications.

**PS.EF KERBS AND HAUNCHES****INDEX**

PS.EF.1 KERB AND CHANNEL / FILLET

PS.EF.2 EXCAVATION FOR KERB AND CHANNEL / FILLET IN EXISTING ROAD LAYER

PS.EF.3 ADDITIONAL CONCRETE TO KERB FOUNDATION

**PS.EF.1 KERB AND CHANNEL/FILLET**

The kerb and channel to be used for this contract shall be Figure 6 kerb and channel/fillet as detailed on Drawing

**PS.EF.2 EXCAVATION FOR KERB AND CHANNEL/FILLET IN EXISTING ROAD LAYERS**

The unit of measurement shall be the cubic metre (m<sup>3</sup>).

The rate shall include all the materials, labour and plant necessary to cut two parallel joints in the existing road surfacing layer and scabble the existing G2 Graded Crushed Stone layer the width of the kerb base to be laid, the excavating, loading and transporting of surplus material as instructed by Engineer. The payment depth shall be 50 mm. Over-excavation is likely to occur and this is to be made up in mortar (3 sand, 1 cement) Further to the above the rate tendered shall include for all additional mortar required to make up the over-excavated areas.

**PS.EF.3 ADDITIONAL CONCRETE TO KERB FOUNDATION**

The rates tendered for kerbs Type A and B shall be based on the minimum dimensions indicated on Standard Drawing no. 38577. Where the asphalt layers necessitate an increase in the kerb foundation thickness, the supply of this additional concrete shall be paid for separately. The unit of measurement shall be the cubic metre (m<sup>3</sup>) and shall cover the supply and placing of the concrete, compaction and any formwork that may be required.

**PS.EF.8.4 EXCAVATION FOR KERB AND CHANNEL/FILLET IN EXISTING ASPHALT LAYERS**

The unit of measurement for this item shall be in cubic meters (m3)

The rate shall include labour, materials, plant, cutting asphalt, breaking and removal of existing layers, excavation to the required depth and width, loading ,transport , and disposal of surplus material, as instructed by the engineer.

**PS.EH STEEL GUARD RAILS****INDEX**

PS.EH.1 STEEL GUARD RAILS

PS.EH.2 REFLECTIVE PLATES

**PS.EH.1 STEEL GUARD RAILS**

Where required by the Engineer, steel guard rails shall be installed in accordance with the details on standard drawing No. 38580.

- (a) The unit of measurement shall be the linear metre of guard rail shall cover the following: • all bolts, nuts, washers; • hot-dip galvanizing as specified; and • supply of pre-curved rails where necessary.
- (b) End wings shall be measured separately, and the rate shall include all bolts, nuts and washers and hot-dip galvanizing as specified.
- (c) Precast concrete posts including bolt holes, reinforcement, excavation, 50 mm concrete blinding, compaction of backfill shall be measured for each unit post number

**PS.EH.2 REFLECTIVE PLATES**

The rate shall cover the cost of supplying all materials and labour required to manufacture, paint and fix the reflector plates, as specified in the project specification or shown on the drawings

**PS.EL DUMPROCK SUBGRADE IMPROVEMENT****INDEX****PS.EL.1 DUMPROCK SUBGRADE IMPROVEMENT****PS.EL.1 DUMPROCK SUBGRADE IMPROVEMENT**

Clause EL.3 shall be amended to read as follows:

The dumprock shall consist of fresh to slightly weathered ungraded waste rock from mining activities, blasting or rock excavation. Shales, slates or other laminated mudrocks shall not be accepted.

Dumprock shall have a maximum size not more than two-thirds of the compacted thickness of the layer. The rock shall otherwise be ungraded but shall contain less than 10% passing the 37,5 mm sieve when spread on site.

Dumprock shall have a minimum 10% FACT value of 100 KN when dry and 40 KN when tested drained after 24 hours soaking

**PS.EL.8.1 SUPPLY AND PLACE STRUCTURAL GRADE GEOFABRIC BLANKET TO SURROUND DUMPROCK**

The unit of measurement for this item shall in square metres (m2)

This provisional sum covers the supply and installation of a structural grade geofabric blanket to fully surround the dump rock layer, as instructed by the Engineer.

The rate includes all materials, labour, plant, preparation, placement, overlaps, anchoring, protection, and compliance with safety and site requirements. The item is a lump sum and will only be used when instructed by the Engineer.

**PS.F PROTECTION WORKS****INDEX**

- PS.F.1 GABION
- PS.F.2 GEOFABRIC BLANKET
- PS.F.3 RE-ERECT FENCE MATERIALS EXISTING ON SITE
- PS.F.4 WEEPHOLES AND DRAINAGE
- PS.F.5 TOPSOILING
- PS.F.6 SUBSOIL PIPES
- PS.F.7 UNPACKING AND REINSTATEMENT OF EXISTING GABION WALL
- PS.F.8 SUPPLY AND INSTALL NEW PVC COATED WIRE BOXES

**PS.F.1 GABION**

This clause is not withstanding clause F.8.6. Excavation, where required, shall be paid for under Part 'DA': Earthworks: Bulk.

NB: This item shall only be applicable if there are damaged existing PVC coated wire boxes (Maccaferri or similar approved). Once unpacked, the engineer will inspect the existing PVC coated wire boxes and will determine if whether new boxes are required.

**PS.F.2 GEOFABRIC BLANKET**

The geofabric blanket shall comply with clause PG.3.8 The unit of measurement shall be the square metre (m<sup>2</sup>). The rate shall include for the supply of the material, laying, joining, cutting and waste.

**PS.F.3 RE-ERECT FENCE MATERIALS EXISTING ON SITE**

Further to clause 8.8.

The unit of measurement shall be the metre (m).

The rate shall include for the concrete foundations, labour and plant necessary to re-erect the fence as specified in clause F.5.7 using materials stored on site

**PS.F.4 75 mm DIAMETER P.V.C. OR FIBRE CEMENT WEEPHOLES**

The unit of measurement shall be the number (No.) and the rate shall include for all the materials, labour and tools necessary to construct the weepholes as specified in clause F.5.6.2. In addition to the no fines concrete block, the Contractor shall make allowance for the PVC pipe to be filled with a no fines concrete plug and wrapped with grade 4 geofabric material at end.

**PS.F.5 TOPSOILING**

[Note this specification should only be used for 'special' areas defined by Parks Department].

The Contractor shall be required to supply suitable topsoil and compost from an off-site or commercial source. The topsoil and compost shall be mixed in a 2:1 ratio before spreading on the designated areas on site.

**PS.F.5.1      Materials****(1)      Topsoil**

The soil shall be loamy with a well-defined crumb structure, neither too sandy nor too clayey. It shall contain evidence of fibrous plant roots and shall be free from perennial weed root stocks, stone, glass, metallic and plastic substances.

A 1 kg sample of the topsoil shall be submitted for approval to the Engineer 4 weeks before the top soiling operation commences.

**(2)      Compost**

The compost shall consist of decomposed organic matter which should have been conditioned in storage piles under aerobic conditions for not less than 6 months, be moderately moist, but not waterlogged and of a short texture. It shall be free from perennial weed root stocks, glass, plastic material, stone, metals and noxious substances.

A 1 kg sample of the topsoil shall be submitted for approval to the Engineer 4 weeks before the top soiling operation commences.

**PS.F.5.2      Measurement and Payment**

The unit of measurement shall be the square metre (m<sup>2</sup>). Further to clause F.8.1 and F.8.2, the rate shall include for the purchase, supply, transport, mixing, distributing, spreading, trimming and finishing of the topsoil and compost mixture.

**PS.F.6      SUBSOIL PIPES**

Further to the provisions in PG.8.1, PG.8.12. The unit of measurement shall be linear metres (m)

The rate shall include for:

- a) Supply and placing sub-soil consisting of graded crushed stones G2 wrapped in geofabric blanket
- b) Positions and type of subsoil drains have not been shown on the plans but will be indicated on site by the Engineer. Subsoil drains shall be type A, B or C as detailed on standard drawing No. 38575. Subsoil pipes shall be "Geo-pipe" plastic pipes conforming to SABS 791. The outfall end of each run of subsoil drain shall be built into the nearest inlet/manhole or headwall in accordance with Clause PG 5.5, or into a special outlet structure as detailed on the project drawings
- c) The final 1 metre length of the subsoil drain before the manhole/catch-pit shall be 100 mm diameter non-perforated U.P.V.C. pipe. The rate shall include for the supply and laying of the pipe, and for all work necessary to tie into the stormwater manhole/catch-pit
- d) Where subsoil pipes require to be built into an existing stormwater inlet/manhole or headwall, the unit of measurement shall be number (No.) The rate tendered shall include for all labour and materials to construct the connection in accordance with Clause PG.5.5. and for trimming the geo-fabric at the connection.

1) The following clause shall replace Clause PG.3.5. :

These shall be "Geo-pipe" plastic subsoil pipes complying with SABS 791 as amended.

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."

### **PS.F.8 SUPPLY AND INSTALL NEW PVC COATED WIRE BOXES**

The unit of measurement shall be cubic metre (m<sup>3</sup>) of gabion in place. The rate shall include the supply, installation and transportation to site.

NB: This item shall only be applicable if there are damaged existing PVC coated wire boxes. Once unpacked, the engineer will inspect the existing PVC coated wire boxes and will determine if whether new boxes are required.

#### **PS.F.8.3 UNPACKING AND REINSTATEMENT OF EXISTING GABION WALL**

This Clause must be read in conjunction with Clause F.8.6

The contractor is expected to unpack existing gabion protection walls/gabion mattresses and transport if necessary and temporary store until required. The contractor is also expected to transport and reinstate the gabion protection walls and mattresses to their new respective positions or do as per engineer's specifications on site.

#### **PS.F.8.6 GABION BOXES**

This clause shall be read in conjunction with the requirements of clause F.8.6. except for that excavations for gabion boxes and mattresses shall be paid for under part DC: Earthworks for concrete lined Canals and Protection works.

- Seam strength

#### **PS.F.8.9 GEOFABRIC BLANKET**

The geofabric blanket shall comply with clause PS F.8.9.

The unit of measurement shall be the square metre (m<sup>2</sup>). The rate shall include for the supply of the material, laying, joining, cutting and waste. Separate items should be included in the Schedule of Quantities for Drainage grade, General grade, and Structural grade where applicable

#### **PS.F.8.11 SUPPLY, DELIVER AND INSTALL INERLOCKING WATER LOFFELSTEIN BLOCKS**

The unit of measurement shall be square meters (m<sup>2</sup>)

The rate shall cover the labour, plant, transportation and all necessary equipment's required to install new water loffelstein blocks which.

#### **PS.F.8.12 INSTALLATION OF POST AND RAIL**

The unit of measurement shall be in meters (m)

The rate shall cover the labour, plant, transportation and all necessary equipment's required for the installation of post and rail. Material to be specified by the engineer.

**PS.PG NON-PRESSURE PIPELINES AND PRECAST CONCRETE CULVERTS****INDEX**

PS.PG.1	PIPE MATERIAL: HDPE
PS.PG.2	PIPE STUB
PS.PG.3	REUSE OF PIPE STORED ON SITE
PS.PG.4	SUBSOIL PIPES

**PS.PG.1 PIPE MATERIAL: HDPE**

This item shall be measured in meters (m)

Further to the provisions in Clause PG.8.2, the pipe material shall be HDPE (Rho-tech structured wall or similar approved). The specified/required diameter (in mm); strength (in kN/m<sup>2</sup>), and connection type (Clamp or weld) of the pipe on the bill of quantities, shall be taken as the internal diameter, stiffness rating, and jointing method for the pipe respectively, which is required unless stated otherwise.

The rate shall include the provision of new materials, labour, plant, equipment, and transportation necessary for the execution of the works. The contractor shall also carry out all activities required for the proper installation of the HDPE pipe, including jointing as per specification.

**PS.PG.2 PIPE STUB**

This item shall be measured in numbers (no.) The rate include the supply, delivery, and installation of a stub end for the corresponding diameter specified on the bill of quantities with flange, positioned within the manhole to anchor the pipe on steep slopes. It includes all materials, labour, plant, equipment, transportation on-site welding and secure connection as specified.

**PS.PG.3 REUSE OF PIPE STORED ON SITE**

This item shall be measured in meters (m)

Further to the provisions in Clause PG.8.2, the pipe shall be supplied from stockpile on-site. The rate shall also include the provisions of stockpile handling, labour, plant, equipment, and transportation necessary for the execution of the works.

**PS.PG.4 SUBSOIL PIPES**

1) Further to the provisions in PG.8.1, PG.8.12. The unit of measurement shall be linear metres (m)

The rate shall include for:

- e) Supply and placing sub-soil consisting of graded crushed stones G2 wrapped in geofabric blanket
- f) Positions and type of subsoil drains have not been shown on the plans but will be indicated on site by the Engineer. Subsoil drains shall be type A, B or C as detailed on standard drawing No. 38575. Subsoil pipes shall be "Geo-pipe" plastic pipes conforming

to SABS 791. The outfall end of each run of subsoil drain shall be built into the nearest inlet/manhole or headwall in accordance with Clause PG 5.5, or into a special outlet structure as detailed on the project drawings

- g) The final 1 metre length of the subsoil drain before the manhole/catch-pit shall be 100 mm diameter non-perforated U.P.V.C. pipe. The rate shall include for the supply and laying of the pipe, and for all work necessary to tie into the stormwater manhole/catch-pit
- h) Where subsoil pipes require to be built into an existing stormwater inlet/manhole or headwall, the unit of measurement shall be number (No.) The rate tendered shall include for all labour and materials to construct the connection in accordance with Clause PG.5.5. and for trimming the geo-fabric at the connection.

2) The following clause shall replace Clause PG.3.5. :

These shall be "Geo-pipe" plastic subsoil pipes complying with SABS 791 as amended.

Hole Size :  $5 \pm 1$  mm Diameter

Diameter of Pipe :  $100 \pm 10$  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."

#### **PS.PG.8.4 HDPE PIPE installation**

The Contractor shall supply, deliver, and install HDPE pipes and fittings in accordance with SANS 4427. Pipes shall be joined by approved butt-fusion or electrofusion methods by certified personnel. Trenches shall be excavated to line and level, with a stable foundation and a minimum of 100 mm bedding of Class I or II granular material. Pipes shall be laid true to grade, surrounded by selected backfill compacted to at least 90% Mod AASHTO, and protected from stones larger than 75 mm. Installation shall comply with basic or engineered requirements depending on depth and load conditions. The completed pipeline shall be tested to 1.5 times the design pressure and approved by the Engineer before backfilling and final acceptance

**PS.PH MANHOLES AND APPURTENANT DRAINAGE WORKS****INDEX**

PS.PH.1	MANHOLES AND INLETS
PS.PH.2	HEADWALLS
PS.PH.3	BRICKS
PS.PH.4	ALTERATIONS TO EXISTING MANHOLES AND STORMWATER INLETS
PS.PH.5	HDPE MANHOLE (RHO-TECH OR SIMILAR APPROVED)

**PS.PH.1 MANHOLES AND INLETS**

Tenderers are to note that manholes and inlets shall be measured according to type and varying depth only. The rate tendered for the manholes/inlets shall include for the different pipe sizes and benching configurations. The Contractor shall note that the rate for inlets shall include the cost of the graded channel in front of the inlet and / or splay and the cost of the transition kerb and channel upstream and downstream from each inlet. This will not form part of the payment for kerb and channel.

**Manholes:** The tendered rate for these items shall be the number of complete manholes or inlet units (as shown on the Standard Drawings and Specifications, including all concrete, blinding brickwork, covers, frames, grids and other accessories) that fall within the designated depth ranges listed.

Standard drawings refer to drawing nos. [38570](#), [38571](#), [38572](#), [38573](#) and [38574](#).

The tendered rates shall include full compensation for the supply and installation of any precast elements as required to complete the manholes and catch-pits, supplying, testing, loading, transporting and off-loading of all items, providing and placing, and installing, laying and jointing the prefabricated elements as specified, including cutting on the site, and waste. Where precast elements are installed on cast in situ concrete floors or walls or on brickwork walls, no additional payment shall be made for any additional costs arising from the change between cast in situ and precast work. No additional payments shall be made for working in depths greater than 1.0m (payment item C3.2.15.4 shall not apply). The rate shall further cover the cast-in-situ concrete, including the channel with serrations, mixing, laying, float finishing, setting out, all supervision, plant, labour, equipment, materials, protection and incidentals necessary to complete the work as specified.

Unit of Measure: Number (No.) Refer to COTO A3.2.

**Inlets:** The tendered rate for these items shall be the number of complete manholes or inlet units (as shown on the Standard Drawings and Specifications, including all concrete, blinding, brickwork, covers, frames, grids and other accessories) that fall within the designated depth ranges listed.

Standard drawings refer to drawing nos. [38570](#), [38571](#), [38572](#), [38573](#) and [38574](#).

The tendered rates shall include full compensation for the supply and installation of any precast elements as required to complete the manholes and catchpits, supplying, testing, loading, transporting and off-loading of all items, providing and placing, and installing, laying and jointing the prefabricated elements as specified, including cutting on the site, and waste. Where precast

elements are installed on cast in situ concrete floors or walls or on brickwork walls, no additional payment shall be made for any additional costs arising from the change between cast in situ and precast work. No additional payments shall be made for working in depths greater than 1.0m (payment item C3.2.15.4 shall not apply). The rate shall further cover the cast-in-situ concrete, including the channel with serrations, mixing, laying, float finishing, setting out, all supervision, plant, labour, equipment, materials, protection and incidentals necessary to complete the work as specified.

Unit of Measure: Number (No.) Refer to COTO A3.2.

## **PS.PH.2 HEADWALLS**

The construction of brickwork shall be as specified in clause F.5.6.3. Mortar shall conform to mix Class A as defined in the latest edition of the Standard Building Regulations.

The headwall required for the pipe diameter specified on the bill of quantities will be as per the outlet headwall detail, except that the splitter blocks shall be omitted.

The tendered rate for these items shall be the number of complete headwalls (as shown on the Standard Drawings and Specifications, including all concrete, brickwork, and other accessories).

Standard drawings refer to drawing no. [38576](#).

The tendered rates shall include full compensation for the supply and installation of any precast elements as required to complete the headwalls, supplying, testing, loading, transporting and off-loading of all items, providing and placing, and installing, laying and jointing the prefabricated elements as specified, including cutting on the site, and waste. Where precast elements are installed on cast in situ concrete floors or walls or on brickwork walls, no additional payment shall be made for any additional costs arising from the change between cast in situ and precast work. The rate shall further cover the cast-in-situ concrete, energy dissipation blocks, mixing, laying, float finishing, setting out, all supervision, plant, labour, equipment, materials, protection and incidentals necessary to complete the work as specified. All headwalls shall be cast in-situ unless otherwise stated.

The use of prefabricated Units may be used subject to approved by the Engineer prior to use. Prefabricated units, drawings, specs and installation methodology shall be issued to the engineer minimum of 3 weeks prior to its programmed construction.

Unit of Measure: Number (No.) Refer to COTO A3.2, A.2.7.11

## **PS.PH.3 BRICKS**

Clause PH.3.1 first paragraph shall be replaced by the following: "Burnt clay masonry units for foul-water and stormwater sewer manholes, stormwater inlets and inspection chambers shall be Non-Facing Extra (NFX) with a nominal compressive strength of 14 MPa to S.A.B.S. 227:1986

## **PS.PH.4 ALTERATIONS TO EXISTING MANHOLES AND STORMWATER INLETS**

Further to the provisions in clauses PH.8.7, PH.8.8

### **PS.PH.4.1 RAISING AND LOWERING**

Further to the provisions in clause PH.8.7. Alterations to stormwater structures for this contract may be divided into the categories specified on the bill of quantities.

#### **PS.PH.4.2 CONVERT EXISTING INLETS INTO A VARIATION OF INLETS**

Further to the provisions in clause PH.8.8. Where indicated, existing inlet shall be converted to an inlets as specified in the schedule of quantities. The unit of measurement shall be number (No.) and in addition to the plant, labour and materials required to alter the inlet, the rate shall include for: (a) disposal of any spoil/rubble to tip, (b) raising/lowering of the inlet cover by the specified depth from the original level, (c) supply and setting of the new inlet covers to the new levels.

#### **PS.PH.4.3 CONVERT EXISTING INLETS TO MANHOLES**

Further to the provisions in clause PH.8.8. Where indicated, existing inlets shall be converted to standard manholes as shown on Standard Drawing 38571. The unit of measurement shall be number (No.) and in addition to the plant, labour and materials required to alter the inlet, the rate shall include for: (a) disposal of any spoil/rubble to tip, (b) raising/lowering of the manhole cover by the specified depth from the original level, (c) supply and setting of the new manhole covers and frames to the new levels. Separate items have been included in the Bill of Quantities to cover the different manhole types.

#### **PS.PH.8.10 INLET AND OUTLET HEADWALLS**

Drawing number 38576 shows details of outlet headwalls. The unit of measure for these headwalls shall be number (No.) and shall include for all labour, plant and materials required for the construction of the headwall inclusive of the base and cut-off walls.

The construction of brickwork shall be as specified in clause F.5.6.3. Mortar shall conform to mix Class A as defined in the latest edition of the Standard Building Regulations.

The inlet headwall required for the diameter pipe will be as per the outlet headwall detail, except that the splitter blocks shall be omitted.

**PS.S REINSTATEMENT OF WORKS****PS.S.8.7 REINSTATEMENT OF ERODED EMBANKMENT**

Measurement for this item shall be m3.

The rate shall include reinstatement and transport from stockpile and of site source. The Fill material should be placed as per Engineers specifications

**PS.S.8.8. REINSTATEMENT OF FIBRE GLASS HANDRAILS**

Measurement for this item shall be in meters (m).

The rate shall include supply, transport, reinstatement, fixing, alignment, and all labour, plant, and materials required to reinstall fibre glass handrails in their original positions or as directed by the Engineer.

**PS.S.8.10 REINSTATEMENT OF WATER LOFFELSTEIN BLOCKS FROM STOCKPILE (RATE TO INCLUDE STOCKPILE HANDLING)**

Measurement for this item shall in square meters (m2)

The rate shall include handling, loading, transport, placement, bedding, alignment, and reinstatement of water Loffelstein blocks from stockpile to site, including all labour, plant, and supervision, as per the Engineer's specifications.

**PS.S.8.11 REINSTATEMENT OF ROAD RESERVE**

Measurement for this item shall be m2.

The rate shall include reinstatement and transport from stockpile and of site source. The Fill material should be placed as per Engineers specifications.

**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 - OSHA 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**

List the drawings here

**C3.5.2 STANDARD DRAWINGS**

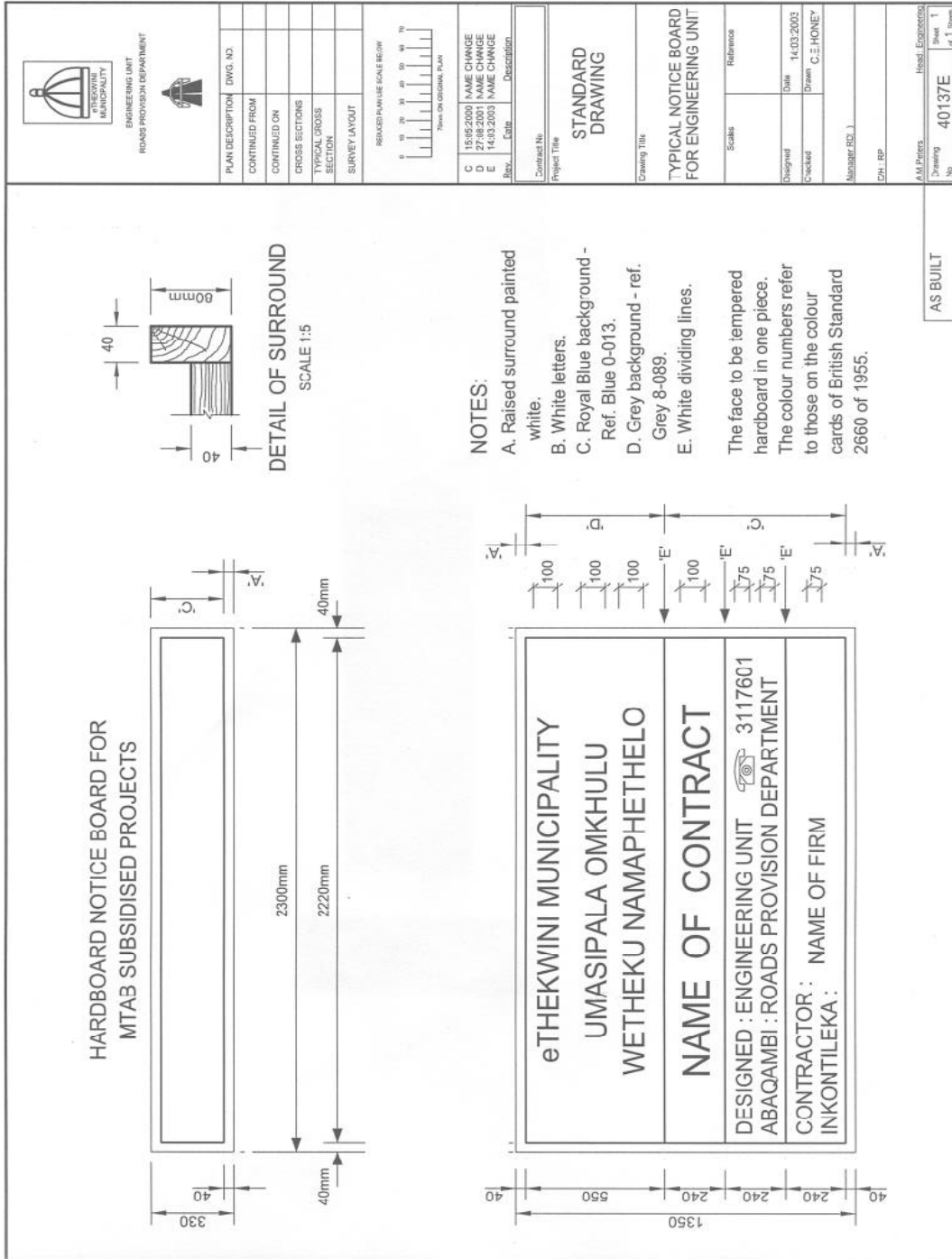
The Standard Drawings to which these Standard Engineering Specifications refer are listed below.

<b>Dwg No</b>	<b>Description</b>	<b>Date of Issue</b>	
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
38578	Concrete Median Barriers	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
43120	Typical Details of Grid Inlets	February	1990

**C3.6: ANNEXURES****C3.6.1 ANNEXURE 1: RETURNABLE DOCUMENTS CHECKLIST**

<b>Tenderers Returnables Checklist</b>		✓
<b>Company Specifics</b>		
1	Certificate of Attendance at Clarification Meeting	
2	Certificate of Authority	
<b>Entity Specific – (to submit a copy for each partner in a Joint Venture if applicable)</b>		
3	Compulsory Enterprise Questionnaire	
4	General Enterprise Information	
5	Tax Compliance Status PIN / Tax Clearance Certificate	
6	Contractor's Health and Safety Declaration	
7	MBD4 : Declaration of Interest	
8	MBD5 : Declaration For Procurement Above R10 Million (if applicable)	
9	MBD6.1 : Preference Points Claim Form ITO the Preferential Regulations	
10	MBD8 : Declaration of Bidder's Past SCM Practices	
11	MBD9 : Certificate of Independent Bid Determination	
12	Confirmations, Authorities, Certifications, Acknowledgements and Signatures	
<b>Eligibility</b>		
13	Declaration of Municipal Fees	
14	Registration with Compensation Commissioner	
15	CSD Registration Report	
16	Verification of CIDB registration and status	
17	Experience of Tenderer	
18	Letter of good standing	
<b>Contractual</b>		
19	Joint Venture Agreements (if applicable)	
20	Record of Addenda to Tender Documents	
21	Amendments, Qualifications and Alternatives	
22	Form of Offer	
23	Data to be provided by contractor (C1.2.2.2)	
24	Bill of Quantities	
<b>Additional Documents</b>		
25	Company financials (audited) Refer to MBD5	
26	Company registration	
27	Company registration certificate	
28	Letter of intent to provide surety	
29	BEE Status/Level, Refer to MBD6.1	

**ANNEXURE 2: NOTICE BOARD STANDARD DETAIL**



## **PART C4: SITE INFORMATION**

### **C4.1 LOCALITY PLAN**

Insert Locality plan here

### **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.