

Documents may be obtained,
free of charge, in electronic format,
from the eTenders website.

Reference is to be made to
Clause F.1.2 of the
Tender Data.

CLEANSING AND SOLID WASTE PLANT AND ENGINEERING

PROCUREMENT DOCUMENT INFRASTRUCTURE

CONTRACT No.: WS.7587

TITLE: EThekweni Municipality: Transfer Stations Corrective and Preventative Maintenance Works Contract for a period of 3 years

Clarification Meeting: A Compulsory Clarification Meeting will be held at Electron Transfer Station, 22 Electron Road, Springfield on 21/10/2022 at 11am.

Issued by:
**CLEANSING AND SOLID WASTE
PLANT AND ENGINEERING**

Date of Issue: **OCTOBER 2022**

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NAME OF TENDERER:

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PART T1: TENDERING PROCEDURES
T1.1: TENDER NOTICE AND INVITATION TO TENDER

Tenders are hereby invited for the works to **carry and perform maintenance works at CSW transfer stations, the work includes but is not limited to preventive, corrective and inspection maintenance of all specialised electrical and mechanical equipment and associated auxiliaries.**

(F.1.1.1) The Employer is the eThekweni Municipality as represented by **Logan Moodley: Cleansing and Solid Waste**

It is estimated that tenderers should have a CIDB contractor grading designation of **N/A N/A** (or higher).

(F.1.2) Documents can be obtained in electronic format, issued by the eThekweni Municipality:

- Electronically downloaded documentation is obtainable from the National Treasury's eTenders website or the eThekweni Municipality's Website. The entire document should be printed and suitably bound by the tenderer.

(F.2.7) **A Compulsory clarification meeting will be held at Electron Transfer Station, 22 Electron Road, Springfield on 21/10/2022 at 11am.**

(F.2.8) Queries relating to these documents may be addressed to the Employer's Agent's Representative whose contact details are: **Ryan Papanicolaou**
Manager-Transfer Stations , 031-322-2506 (t) , Ryan.Papanicolaou@durban.gov.za

(F.2.13) Tender offers shall be delivered to **City Engineers Building, 166 K.E. Masinga Road** and placed in the tender box located in the ground floor foyer.

(F.2.15) Tender offers shall be delivered on or before **Friday, 18 November, 2022** at or before **11:00**

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

PART T1: TENDERING PROCEDURES

T1.2: TENDER DATA

T1.2.1 STANDARD CONDITIONS OF TENDER

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

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

T1.2.2 TENDER DATA

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

F.1: GENERAL

F.1.1 The employer: The Employer for this Contract is the eThekweni Municipality as represented by: **Logan Moodley: Cleansing and Solid Waste**

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

- 1) This procurement document.
- 2) Drawings, issued separately from this document (or alternately: Bound in Section C3.4 as an Annexure).
- 3) "City of Durban Technical Specifications" hereinafter referred to as the Standard Engineering Specifications. This document is obtainable separately, and Tenderers shall obtain their own copies of the applicable Sections.
- 4) 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 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).
 - The Preferential Procurement Policy Framework Act No 5 of 2000, and the Preferential Procurement Policy Framework Act Regulations (January 2017).
 - The Employer's current Supply Chain Management Policy.
 - Any other eThekweni Policy documents referenced in the Tender Documents.

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

- www.durban.gov.za/ ; or
- <https://etenders.treasury.gov.za/>

The entire downloaded document should be printed and suitably bound by the tenderer.

F.1.4 The employer's agent: The Employer's agent is

- Ryan Papanicolaou
- Manager-Transfer Stations
- Tel: 031-322-2506 (t)
- Email: Ryan.Papanicolaou@durban.gov.za

The tenderer's contact details as indicated in the Contract Data under Clause C1.2.2.2 "Data to Be Provided by Contractor" shall be deemed as the only applicable contact details for the tenderer for use in communications between the employer's agent and the tenderer after the closing time stated in the Tender Data.

F.2: TENDERER'S OBLIGATIONS

F.2.1 Eligibility: A Tenderer will not be eligible to submit a tender if:

- (a) the Tenderer does not comply with the legal requirements as stated in the Employer's current SCM Policy;
- (b) the Tenderer cannot provide proof that he is in good standing with respect to duties, taxes, levies and contributions required in terms of legislation applicable to the work in the contract;
- (c) In the event of a Compulsory Clarification Meeting:
 - i) the Tenderer fails to attend the Compulsory Clarification Meeting;
 - ii) the Tenderer fails to have form "Certificate of Attendance at Clarification Meeting / Site Inspection" (in Part T2.2) signed by the Employer's Agent or his representative.
- (d) in the case of JV submissions, two or more JV entities have common directors / shareholders or common entities tendering for the same works.
- (e) at the time of closing of tenders, the Tenderer is not registered on the National Treasury Central Supplier Database (CSD) as a service provider. In the case of a Joint Venture, this requirement will apply individually to each party in the Joint Venture.

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

"Documents may be obtained, free of charge, in electronic format, from the National Treasury's eTenders website or the eThekweni Municipality's Website. The entire electronically downloaded document should be printed and suitably bound by the tenderer.

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

"Addenda will be published, in electronic format, on the National Treasury's eTenders website (see F.2.2.2 above). Tenderers are to ensure that the eTenders website is consulted for any published addenda pertaining to this tender until 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 address / fax number / email address as specified on the addenda. Failure of the tenderer to comply with the requirements of the addenda may result in the tender submission being made non-responsive."

F.2.7 Clarification meeting: A Compulsory clarification meeting will be held at Electron Transfer Station, 22 Electron Road, Springfield on 21/10/2022 at 11am.

In the event of a Compulsory Clarification Meeting, Tenderers must sign the attendance register in

the name of the tendering entity. Addenda will be issued to, and tenders will be received only from, those tendering entities appearing on the attendance list.

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

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

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

- Contract No. : [WS.7587](#)
- Contract Title : [EThekweni Municipality: Transfer Stations Corrective and Preventative Maintenance Works Contract for a period of 3 years](#)

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

[City Engineers Building, 166 K.E. Masinga Road](#)

and placed in the **Tender Box** located in the ground floor foyer.

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

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

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

- Date : [Friday, 18 November, 2022](#)
- Time : [11:00](#)

F.2.16 Tender offer validity: The Tender Offer validity period is 12 weeks (84 Days) from the closing time for submission of tenders.

F.2.23 Certificates: Refer to [Part T2.1](#) for a listing of certificates that must be provided with the tender. All certificates must be valid at the time of tender closing.

Tax Clearance

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

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

B-BBEE Status Level of Contribution

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.

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.

The requirements are summarised in the following table:

Enterprise Type	Total Annual Revenue (R million)	Ownership and Annual Turnover
EME: Built Environment Professional	< R1.8m	May present an affidavit OR a certificate issued by the CIPC OR authorised B-BBEE verification certificate (as below)
EME: Contractor	< R3.0m	
Reference should be made to Cl.3.6.2.4.1 of the Amended Construction Sector Code regarding the above exceptions.		
EME: Built Environment Professional	< R6m	Must present an authorised B-BBEE verification certificate by a SANAS accredited Verification Agency
EME: Contractor	< R10m	
QSE: Built Environment Professional	≥ R6.0m and < R25m	
QSE: Contractor	≥ R10.0m and < R50m	
Large Enterprise	>R50m	

The requirements for measurement of Joint Ventures is described in Cl.2.8 of the Amended Construction Sector Code. The compilation of a consolidated verification certificate is required.

B-BBEE Verification Certificates must be from a Verification Agency accredited by the South African National Accreditation System (SANAS).

Central Supplier Database (CSD)

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

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

Audited Financial Statements (F.2.1(f))

F.3: THE EMPLOYER'S UNDERTAKINGS

- F.3.1.1 Respond to requests from the tenderer:** Replace the words “five working days” with “three working days”.
- F.3.2 Issue addenda:** Add the following paragraph: “Addenda will be published, in electronic format, on the National Treasury’s eTenders website. In the event that the Clarification Meeting is compulsory, Addenda will only be issued to those tendering entities appearing on the Clarification Meeting Register.”
- F.3.4 Opening of Tender Submissions:** Tenders will be opened immediately after the closing time for tenders. The public reading of tenders will take place in the SCM Boardroom, 6th Floor, Engineering Unit Building, 166 KE Masinga Road, Durban.
- F.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).

The procedure for the evaluation of responsive tenders is **Method 2** (Price and Preference with functionality).

The **80/20** preference points system will be used where the financial value (incl. VAT) of one or more responsive tender offers have a value that equals or is less than R 50,000,000. The Formula used to calculate the **Price Points**, and the **Preference Points** that will be allocated, will be according to the specified PPPFA Regulations.

F.3.11.9 The value of W_2 is 100. The Functionality criteria (and sub criteria if applicable) and maximum score in respect of each of the criteria are as follows: **F.3.11.9** The value of W_2 is 100. The Functionality criteria (and sub criteria if applicable) and maximum score in respect of each of the criteria are as follows

Functionality criteria (Sub criteria)		Maximum Points Score
Tenders Experience: Projects of a similar nature that will be considered shall be one, or a combination of an M&E plant maintenance, M&E plant design, M&E plant upgrade and working with static compactors, bailers, hydraulic systems including advanced control systems.		40
<u>Qualifications and Experience of key staff</u> (assigned personnel) Weightings: Contract Manager Site personnel (Foreman/Artisans)	Qualifications	25
	EXPERIENCE: <ul style="list-style-type: none"> in Electrical, Mechanical and Hydraulic Maintenance (Preventative and Corrective). Boiler making and welding team crucial. 	25
<u>Quality control</u>		10

Maximum possible score for quality (M_s) 100

The minimum number of evaluation points for Functionality is **70**. Only those tenderers who achieve the minimum number of Functionality evaluation points (or greater) will be eligible to have their tenders further evaluated

Functionality shall be scored by not less than three evaluators and the scores of each of the evaluators will be averaged, weighted and then totalled to obtain the final score for Functionality. Each evaluation criteria will be assessed in terms of six indicators and scores allocated according to the following table:

Level 0		Level 1	Level 2	Level 3	Level 4
No Response / response cannot be evaluated		Poor	Acceptable	Good	Excellent
0		40	70	90	100

Evaluation criteria will be adjudicated according to submissions made in accordance with the following schedules, which are found in Part T2.2: Returnable Schedules:

Functionality Criteria	Returnable Schedules
Tenderer's Experience	<ul style="list-style-type: none"> Experience of Tenderer
Project Organogram and Experience of Key Staff	<ul style="list-style-type: none"> Proposed Organisation and Staffing Key Personnel CVs with Experience of Key Personnel
Preliminary Programme	<ul style="list-style-type: none"> Preliminary Programme
Quality Control	<ul style="list-style-type: none"> Assurance that Contractors quality management system will conform to ISO 9001 (ISO 9001 Certification status). Quality plan for the contract. Index of procedures to be used. Organogram of staff indicating QA/QC staff for site.

Unless otherwise stated, evaluation criteria will be adjudicated with respect to the contract specific Scope of Work, as specified in Part C.3. In this regard the following definitions apply to the evaluation criteria prompts for judgement:

- **“Successfully completed”** implies a project has been completed on time and to specification;
 - **“Similar nature”** implies projects had a comparable Scope of Work in terms of technical requirements; Mechanical and Electrical plant maintenance, design and upgrades. Waste industry static compactors (transfer stations), bailers (recycling), Hydraulic systems including control systems maintenance and Advanced controls systems (PLC control)
- **“Specific experience”** implies number of years working on projects of a similar nature;
- **“General Experience”** implies entire post qualification experience including specific experience
- **“Accredited degree / diploma”** implies a minimum 3-year qualification within the faculty of engineering and built environment, from a registered University or Institute of Technology.

Criterion: Tenderer's Experience	
Note: Projects of a similar nature that will be considered shall be one, or a combination of an M&E plant maintenance, M&E plant design, M&E plant upgrade in waste industry working with static compactors, bailers, hydraulic systems including advanced control systems	
Level 0	No information provided; OR submission of no substance / irrelevant information provided
Level 1	To have successfully completed <u>1 project</u> of a similar nature within the past 5 years.
Level 2	To have successfully completed <u>2 projects</u> of a similar nature within the past 5 years,
Level 3	To have successfully completed <u>3 projects</u> of a similar nature within the past 5 years, with at least 1 project in the maintenance of waste industry static compactors
Level 4	To have successfully completed at least <u>4 projects</u> of a similar nature within the past 5 years, with at least 2 projects in the maintenance of waste industry static compactors

Qualifications and Experience of Key Staff

Schedule: Proposed Organisation and Staffing (Page 33)

Schedule: Key Personnel (Page 34)

Schedule: Experience of Key Personnel (Page 35)

The tenderer is to attach to these schedules the proposed composition of their staffing structure And their respective CVs.

Level	Contract Manager		Site Personnel	
	Qualifications (12.5 points)	General experience (12.5 points)	Qualifications (12.5 points)	General experience (12.5 points) [calculated as an average – total exp years of all key staff / number of staff]
0	No qualifications submitted	Contract management have no experience or lack of evidence thereof	No qualifications or lack of evidence thereof	Key staff have no experience or lack of evidence thereof
1	Some qualifications/No Qualifications relevant to scope	Contract management have limited levels of general experience [1<years' experience ≤ 5] & Have limited levels of specific experience [1 < years' experience ≤ 3]	Some qualifications/No Qualifications relevant to scope	Key staff have limited levels of general experience [1< Average years' experience ≤ 5] & have limited levels of specific experience [1 < Average years' experience ≤ 3]
2	BSc engineering (mech/elec) qualification	Contract management have reasonable levels of general experience [5<years' experience ≤ 10] & Have reasonable levels of specific experience [3 < years' experience ≤ 5]	1 trade tested artisan in boiler making/welding/mechanical field & 1 Trade tested Electrician.	Key staff have reasonable levels of general experience [5< Average years' experience ≤ 10] & have reasonable levels of specific experience [3 < Average years' experience ≤ 5]
3	BSc Engineering (mech/elec) qualification coupled to a registration with ECSA as a professional engineer (Pr.Eng)	Contract management have extensive levels of general experience [10 < years' experience ≤ 15] & have extensive levels of specific experience [5 < years' experience ≤ 10]	> 1 trade tested artisan in each of the boiler making/welding and mechanical fields & > than 1 trade tested Electrician	Key staff have extensive levels of general experience [>15 Average years' experience] & have extensive levels of specific experience [5< Average years' experience ≤ 10]
4	BSc Engineering (mech/elec) qualification coupled to a registration with ECSA as a professional engineer (Pr.Eng) and a project management qualification	Contract management have outstanding levels of general experience [>15 years' experience] & have outstanding levels of specific experience [>10 years' experience]	> 1 trade tested artisan in each of the boiler making, welding and mechanical fields & > 1 trade tested Electrician with at least 1 Mechanical/ Electrical artisan/foreman at a qualification level of > N5	Key staff have outstanding levels of general experience [>15 Average years' experience] & have outstanding levels of specific experience [>10 Average years' experience]

Criterion: Quality Control	
Level 0	No information provided; OR submission of no substance / irrelevant information provided
Level 1	The technical approach / methodology, plant and equipment is poor and gives no relevant information in satisfying the projects objectives Quality control statement is poor with no relevant information
Level 2	The technical approach and/or methodology is less than acceptable and unlikely to satisfy project objectives or requirements. Plant and equipment is unlikely to provide adequate protection of the works. Quality control statement is generic.
Level 3	Brief overview of a site-specific methodology which encompasses all programmed activities in appropriate order and includes staff, plant and equipment resources, including subcontractors if applicable, a brief description of preparatory work, construction processes including finishing works for each activity. Quality control statements are site specific with statements covering required sampling and testing requirements for the programmed activities. Submission covers all critical issues relevant to the scope of works.
Level 4	Besides meeting the "above Level 3" rating, the important issues are approached in an innovative and efficient way, indicating that the tenderer has excellent knowledge of working in the project's environment of similar nature. The methodology is specifically tailored to address specific project requirements. The methods and approach to managing risk etc. are specifically tailored to the critical characteristics of the project. The plant and equipment are specifically tailored to the project requirements and are sufficiently adaptable to accommodate changes that may be required during execution Quality control statements are site specific covering required sampling and testing for programmed activities including site specific quality control checklist for programmed activities Submission covers all aspects relevant to the scope of works.

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

- (a) The tenderer submits a valid Tax Clearance Certificate OR Tax Compliance Status PIN, issued by the TCS System of the South African Revenue Services, or has made arrangements to meet outstanding tax obligations;
- (b) The tenderer is registered, and "Active", with the Construction Industry Development Board, at time of tender closing, in an appropriate contractor grading designation;
- (c) The tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;
- (d) The tenderer has not:
 - Abused the Employer's Supply Chain Management System; or
 - Failed to perform on any previous contract and has been given a written notice to this effect;
- (e) The tenderer has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process;
- (f) The tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer;
- (g) The employer is reasonably satisfied that the tenderer has in terms of the Construction Regulations, 2014, issued in terms of the Occupational Health and Safety Act, 1993, the necessary competencies and resources to carry out the work safely.
- (h) If this tender is subject to "Local Content and Production", the tenderer must complete and sign MBD 6.2 and attach Annexure C (of SATS 1286:2011).
- (i) 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.

- F.3.15** **Complete adjudicator's contract:** Refer to the **General Conditions of Contract** and the **Contract Data**.
- F.3.17** **Copies of contract:** The number of paper copies of the signed contract to be provided by the Employer is **ONE (1)**. **Bidders are required to submit a SOFT COPY of their complete tender submission scanned and saved onto a memory stick.**

The additional conditions of tender are:

ACT.1 Appeals

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

The City Manager

Attention Ms S. Pillay

eMail: Simone.Pillay@durban.gov.za

P O Box 1394

DURBAN, 4000

ACT.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.

ACT.3 Code of Conduct and Local Labour

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

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

The majority of the scope is technical/specialised works therefore requires qualified and experienced personnel, no subcontracting is envisioned in this contract however if there are works scheduled at a later stage where it is feasible to subcontract this will be complied to.

PART T2: RETURNABLE DOCUMENTS
T2.1: LIST OF RETURNABLE DOCUMENTS

T2.1.1 General

The Tender Document must be submitted as a whole. All forms must be properly completed as required, and the document shall not be taken apart or altered in any way whatsoever.

The Tenderer is required to complete each and every Schedule and Form listed below to the best of his 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 not responsive.

T2.1.2 Returnable Schedules, Forms and Certificates

Company Specific

Certificate of Attendance at Clarification Meeting	15
Certificate of Authority	16
Declaration of Municipal Fees	17
Compulsory Enterprise Questionnaire	18
Tax Compliance Status PIN / Tax Clearance Certificate	20
B-BBEE Status Level of Contribution Certificate	21
Verification of CIDB Registration and Status	21
CSD Registration Report	22

Consolidated MBD Documents

MBD2: Tax Clearance Certificate Requirements	24
MBD4: Declaration of Interest	
MBD5: Declaration For Procurement Above R10 Million (if applicable)	
MBD6.1: Preference Points Claim Form ITO the Preferential Regulations	
MBD6.2: Declaration Certificate For Local Production And Content (if applicable)	
MBD8: Declaration of Bidder's Past SCM Practices	
MBD9: Certificate of Independent Bid Determination	

Technical and Evaluation

Experience of Tenderer	32
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Preliminary Programme	36
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Plant and Equipment	40
Contractor's Health and Safety Plan	40
Contractor's Health and Safety Declaration	41

Contractual

Joint Venture Agreements (if applicable)	43
Record of Addenda to Tender Documents	44

Amendments, Qualifications and Alternatives	45
Form of Offer	46
Bill of Quantities	60

T2.1.3 Preferential Procurement Schedules and Affidavits

In the event of the Tenderer not being registered with the eThekwin Municipality, the tenderer must register on the internet at www.durban.gov.za by following these links:

- eThekwin Municipality
 - City Government
 - Administration
 - Administrative Clusters
 - Finance
 - Supply Chain Management
 - Accredited Supplier and Contractor's Database.

NOTES

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

T2.2: RETURNABLE SCHEDULES, FORMS, AND CERTIFICATES

The returnable schedules, forms, and certificates as listed in T2.1.2 can be found on the pages 15 to 41.

CERTIFICATE OF ATTENDANCE AT CLARIFICATION MEETING / SITE INSPECTION

This is to certify that:

(Tenderer name)

of (address)

.....

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

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

Particulars of person(s) attending the meeting:

Name:

Name:

Signature:

Signature:.....

Capacity:

Capacity:.....

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

Name:

Signature:

Date:

CERTIFICATE OF AUTHORITY

Indicate the status of the tenderer by ticking the appropriate box hereunder.

COMPANY		CLOSE CORPORATION		PARTNERSHIP		JOINT VENTURE		SOLE PROPRIETOR	
Refer to Notes at the bottom of the page									

I / We, the undersigned, being the Chairperson (Company), Member(s) (Close Corporation), Partners (Partnership), Sole Owner (Sole Proprietor), Lead Partner (JV), in the company / business trading as:

.....

hereby authorise Mr/Mrs/Ms

acting in the capacity of

to sign all documents in connection with the tender for **Contract No. WS.7587** and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

Notes

The following documents must be attached to the back inside cover to this procurement document:

If a Company : a "Resolution of the Board" in this regard.

If a Joint Venture : a "Power of Attorney" signed by the legally authorised signatories of all the partners to the Joint venture.

DECLARATION OF MUNICIPAL FEES

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:</u> to be completed by tenderer.													
Consolidated Account No.	<table border="1"><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>													
Electricity	<table border="1"><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>													
Water	<table border="1"><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>													
Rates	<table border="1"><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>													
JSB Levies	<table border="1"><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>													
<u>Other</u>	<table border="1"><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>													
<u>Other</u>	<table border="1"><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>													

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. ATTACHED, to the back inside cover of this document, please find copies of the above account's and or agreements signed with the municipality.

- 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 must be attached (to the back inside cover of this document).
- Where the tenderer's Municipal Accounts are part of their lease agreement, then a copy of the agreement, or official letter to that effect is to be attached (to the back inside cover of this document).

NAME : (Block Capitals)

SIGNATURE : DATE:
(of person authorised to sign on behalf of the Tenderer)

COMPULSORY ENTERPRISE QUESTIONNAIRE

The following particulars must be furnished. In the case of a joint venture, a separate questionnaire in respect of each partner must be completed and submitted.

- 1) **Name of enterprise:**
- 2) **VAT registration number, if any:**
- 3) **CIDB registration number, if any:**
- 4) **Particulars of sole proprietors and partners in partnerships**

Full Name	Identity number*	Personal income tax number *

* Complete only if a sole proprietor or partnership and attach separate page if more than 3 partners

- 5) **Particulars of companies and close corporations**

Company registration number, if applicable:

Close corporation number, if applicable:

Tax Reference number, if any:

- 6) **Record in the service of the state**

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

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

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

Insert separate page if necessary

7) Record of spouses, children and parents in the service of the state

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

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

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

Insert separate page if necessary

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

- i) authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my/our tax matters are in order;
- ii) confirms that neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercise, 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 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 bidders 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.

Signed Date

Name Position

Enterprise Name

TAX COMPLIANCE STATUS PIN / TAX CLEARANCE CERTIFICATE

Reference is made to F.2.23 of the Conditions of Tender.

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

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

Tenderers are to attach to this page a printout of their Tax Compliance Status PIN (TCS PIN) OR an original Tax Clearance Certificate.

NAME : (Block Capitals)

SIGNATURE : DATE:
(of person authorised to sign on behalf of the Tenderer)

B-BBEE STATUS LEVEL OF CONTRIBUTION CERTIFICATE

Reference is made to F.2.23 of the Conditions of Tender.

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.

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.

The requirements are summarised in the following table:

Enterprise Type	Total Annual Revenue (R million)	Ownership and Annual Turnover
EME: Built Environment Professional	< R1.8m	May present an affidavit OR a certificate issued by the CIPC OR authorised B-BBEE verification certificate (as below)
EME: Contractor	< R3.0m	
Reference should be made to Cl.3.6.2.4.1 of the Amended Construction Sector Code regarding the above exceptions.		
EME: Built Environment Professional	< R6m	Must present an authorised B-BBEE verification certificate by a SANAS accredited Verification Agency
EME: Contractor	< R10m	
QSE: Built Environment Professional	≥ R6.0m and < R25m	
QSE: Contractor	≥ R10.0m and < R50m	
Large Enterprise	>R50m	

The requirements for measurement of Joint Ventures is described in Cl.2.8 of the Amended Construction Sector Code. The compilation of a consolidated verification certificate is required.

Tenderers are to attach to this page an affidavit, or a B-BEEE certificate issued by an authorised SANAS accredited Verification Agency.

NAME : (Block Capitals)

SIGNATURE : DATE:
(of person authorised to sign on behalf of the Tenderer)


CSD REGISTRATION REPORT

Reference is made to F.2.23 of the Conditions of Tender.

Clause F.2.1 of the Conditions of Tender – “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.

Tenderers are to attach to this page a printout of their CSD Registration Report, as obtained from the National Treasury’s CSD website <https://secure.csd.gov.za/Account/Login>. The date of obtaining the printout is to be indicated on the printout.

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

	CENTRAL SUPPLIER DATABASE FOR GOVERNMENT	Report Date:	
		Report Ran By:	
CSD REGISTRATION REPORT			
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			

NAME : (Block Capitals)

SIGNATURE : DATE:
(of person authorised to sign on behalf of the Tenderer)

AUDITED FINANCIAL STATEMENTS

CONSOLIDATED MUNICIPAL BIDDING DOCUMENTS

The following SECTIONS are required to be completed as part of this procurement document

<u>Section</u>	<u>Description</u>	<u>Required?</u>
A	General Enterprise Information	Yes
B	MBD2: Tax Clearance Certificate Requirements	Yes
C	MBD4: Declaration of Interest	Yes
D	MBD5: Declaration for Procurement Above R10 Million	Yes
E	MBD6.1: Preference Points Claim Form ITO the Preferential Regulations	Yes
F	MBD6.2: Declaration Certificate for Local Production and Content for Designated Sectors	Yes
G	MBD8: Declaration of Bidder's Past SCM Practices	Yes
H	MBD9: Certificate of Independent Bid Determination	Yes
I	Confirmations, Authorities, Certifications, Acknowledgements and Signatures	Yes

NOTES

- MBD4. MSCM Regulations: **"in the service of the state"** means to be:
- (a) a member of –
 - (i) any municipal council;
 - (ii) any provincial legislature; or
 - (iii) the national Assembly or the national Council of provinces;
 - (b) a member of the board of directors of any municipal 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; or
 - (f) an employee of Parliament or a provincial legislature.
- "Shareholder"** means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company.
- MBD9. 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.

<u>Ref</u>	<u>Description</u>	<u>Complete or Circle Applicable</u>
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SECTION A: GENERAL ENTERPRISE INFORMATION

- 1.0 Full Name of bidder or his or her representative
- 1.1 ID Number of bidder or his or her representative
- 1.2 Position occupied in the enterprise
- 2.0 Name of enterprise:
- 2.1 Tax Reference number, if any:
- 2.2 VAT registration number, if any:
- 2.3 CIDB registration number, if any:
- 2.4 Company registration number, if applicable:
- 2.5 Close corporation number, if applicable:
- 2.6 Supplier reference number (PR), if any:
- 2.7 South African Revenue Service Tax Compliance
Status PIN:
- 2.8 National Treasury Central Supplier Database
registration number

- 3.0 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			

Ref	Description	Complete or Circle Applicable
-----	-------------	----------------------------------

SECTION B: MBD 2: TAX CLEARANCE CERTIFICATE REQUIREMENTS

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

- 1.0 In order to meet this requirement bidders are required to complete the TCC 001: "Application for a Tax Clearance Certificate" form and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
- 2.0 SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
- 3.0 The original Tax Clearance Certificate must be submitted together with the bid (attached to the inside back cover of this procurement document). Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
- 4.0 In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
- 5.0 Copies of the TCC 001: "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za.
- 6.0 Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.
- 7.0 Notwithstanding Clauses 1.0 to 6.0 above: Since 18 April 2016, SARS has introduced a new Tax Compliance Status System (TCS). As part of this enhanced system, tenderers can now submit a Tax Compliance Status PIN instead of an original Tax Clearance Certificate (TCC). This TCS PIN can be used by third parties to certify the taxpayer's real-time compliance status. This number, if available, is to be entered in Item 2.7 of Section A of these consolidated Municipal Bidding Documents.
For further particulars please contact your nearest SARS branch, or call the SARS Contact Centre on 0800 00 7277, or log onto SARS eFiling.

SECTION C: MBD 4: DECLARATION OF INTEREST

No bid will be accepted from persons "in the service of the state". 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. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

1.0	Are you presently in the service of the state?	YES	NO
	If yes, furnish particulars:		
2.0	Have you been in the service of the state for the past twelve months?	YES	NO
	If yes, furnish particulars:		
3.0	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:		
4.0	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:		
5.0	Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state?	YES	NO
	If yes, furnish particulars:		
6.0	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:		
7.0	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:		
8.0	The names of all directors / trustees / shareholders / members / sole proprietors / partners in partnerships, their individual identity numbers and state employee numbers are indicated in SECTION A of these Consolidated Municipal Bidding documents .		

Ref	Description	Complete or Circle Applicable	
SECTION D: MBD 5: DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED)			
For all procurement expected to exceed R10 million (all applicable taxes included), bidders must complete the following questionnaire.			
1.0	Are you by law required to prepare annual financial statements for auditing? If YES, you will be required to submit audited annual financial statements (on request during the tender evaluation period) for the past three years or since the date of establishment if established during the past three years.	YES	NO
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? 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. If YES, provide particulars on a letterhead. (Attach this letter to the back inside cover of this procurement document).	YES	NO
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? If YES, provide particulars on a letterhead. (Attach this letter to the back inside cover of this procurement document).	YES	NO
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? If YES, provide particulars on a letterhead. (Attach this letter to the back inside cover of this procurement document).	YES	NO

SECTION E: MBD 6.1: PREFERENCE POINTS CLAIM ITO THE PREFERENTIAL REGULATIONS		
Preference points for this tender shall be awarded as per the Tender Data and the Preferential Procurement Regulations (2017). Failure on the part of a tenderer to submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS), or a Sworn Affidavit for an EME, or sworn affidavit for a QSE (in line with the revised BBBEE codes of Good Practice), together with the bid will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed. The Employer reserves the right to require of a tenderer, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the Employer.		
1.0	B-BBEE Status Level of Contribution claimed:	
	Will any portion of the contract be sub-contracted?	YES NO
	If YES, indicate:	
	(i) what percentage of the contract will be subcontracted?	
	(ii) the name of the sub-contractor?	
	Name:	
	(iii) the B-BBEE status level of the sub-contractor?	
2.0	(iv) whether the sub-contractor is an EME?	YES NO
The undersigned, certify that the B-BBEE status level of contribution indicated in paragraph 1.0 above qualifies the company / firm for preference points and acknowledges that the remedies as per Clause 14 of the Preferential Procurement Regulations (2017) shall apply.		

SECTION F: MBD 6.2: DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS	
This Municipal Bidding Document (MBD) 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 Regulations, 2017 and 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	Preferential Procurement Regulations, 2017 (Regulation 8) makes provision for the promotion of local production and content.
1.2	Regulation 8. (1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
1.3	Where necessary, for bids 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.

Ref	Description	Complete or Circle Applicable								
1.5	<p>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:</p> $LC = [1 - x / y] * 100$ <p>Where: x is the imported content in Rand y is the bid price in Rand excluding value added tax (VAT).</p> <p>Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by the South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as required in paragraph 4.1 below.</p> <p>The SABS approved technical specification number SATS 1286:2011 is accessible on http://www.thedti.gov.za/industrial development/ip.jsp at no cost.</p>									
1.6	<p>A bid may be disqualified if –</p> <p>(a) this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation; and</p> <p>(b) the bidder fails to declare that the Local Content Declaration Templates (Annex C, D and E) have been audited and certified as correct.</p>									
2.0	Definitions									
2.1	“bid” includes written price quotations, advertised competitive bids or proposals;									
2.2	“bid price” price offered by the bidder, excluding value added tax (VAT);									
2.3	“contract” means the agreement that results from the acceptance of a bid by an organ of state;									
2.4	“designated sector” means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;									
2.5	“duly sign” means a Declaration Certificate for Local Content that has been signed by the 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).									
2.6	“imported content” means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad (this includes labour and intellectual property costs), plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;									
2.7	“local content” means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;									
2.8	“stipulated minimum threshold” means that portion of local production and content as determined by the Department of Trade and Industry; and									
2.9	“sub-contract” means the primary contractor’s assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.									
3.0	<p>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:</p> <table border="1"> <thead> <tr> <th>Description of services, works or goods</th> <th>Stipulated minimum threshold</th> </tr> </thead> <tbody> <tr> <td>.....</td> <td>..... %</td> </tr> <tr> <td>.....</td> <td>..... %</td> </tr> <tr> <td>.....</td> <td>..... %</td> </tr> </tbody> </table>	Description of services, works or goods	Stipulated minimum threshold % % %	
Description of services, works or goods	Stipulated minimum threshold									
..... %									
..... %									
..... %									
4.0	Does any portion of the services, works or goods offered have any imported content?	<table border="1"> <tr> <td>YES</td> <td>NO</td> </tr> </table>	YES	NO						
YES	NO									
4.1	<p>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 the SARB for the specific currency at 12:00 on the date of advertisement of the bid.</p> <p>The relevant rates of exchange information is accessible on www.reservebank.co.za.</p> <p>Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):</p> <p>US Dollar: <input type="text"/> Pound Sterling: <input type="text"/> Euro: <input type="text"/> Yen: <input type="text"/> Other: <input type="text"/></p> <p>NB: Bidders must submit proof of the SARB rate (s) of exchange used.</p>									
5.0	Were the Local Content Declaration Templates (Annex C, D and E) audited and certified as correct?	<table border="1"> <tr> <td>YES</td> <td>NO</td> </tr> </table>	YES	NO						
YES	NO									
5.1	<p>If yes, provide the following particulars:</p> <p>(a) Full name of auditor:</p> <p>(b) Practice number: (c) Telephone number: Cell number:</p> <p>(d) Email address:</p> <p>(Documentary proof regarding the declaration will, when required, be submitted to the satisfaction of the Accounting Officer / Accounting Authority)</p>									
6.0	Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the Accounting Officer / Accounting Authority provide directives in this regard.									

LOCAL CONTENT DECLARATION

(REFER TO ANNEX B OF SATS 1286:2011)

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:

ISSUED BY: (Procurement Authority / Name of Municipality / Municipal Entity)

NB 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.

NB 2 - Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on http://www.thedti.gov.za/industrial_development/ip.jsp. 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 in Section H of these Consolidated MBD returnable questionnaires (comprising 8 pages), do hereby declare the following:

- (a) The facts contained herein fall within my own personal knowledge.
- (b) I have satisfied myself that:
 - (i) 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
 - (ii) the declaration templates have been audited and certified to be correct.
- (c) The local content percentages (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C;

• Bid price, excluding VAT (y)	R
• Imported content (x), as calculated in terms of SATS 1286:2011.....	R
• Stipulated minimum threshold for local content (paragraph 3 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 4.1 above and the information contained in Declaration D and E.

- (d) I accept that the Procurement Authority / Municipality /Municipal Entity has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) 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 / Municipal / Municipal Entity imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SECTION G: MBD8: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

This Municipal Bidding Document must form part of all bids invited. 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.

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; or
 - d) been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).
- In order to give effect to the above, the following questions must be answered.

1.0	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) and can be accessed by clicking on its link at the bottom of the home page. If yes, furnish particulars:	YES	NO
2.0	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page. If yes, furnish particulars:	YES	NO
3.0	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? If yes, furnish particulars:	YES	NO

4.0	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? If yes, furnish particulars:	YES	NO
5.0	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? If yes, furnish particulars:	YES	NO

SECTION H: MBD9: CERTIFICATE OF INDEPENDENT BID DETERMINATION

Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a pe se prohibition meaning that it cannot be justified under any grounds.

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.

The following 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.

In order to give effect to the above, the following Certificate of Bid Determination must be completed and submitted with the bid. The undersigned, in submitting the accompanying bid, in response to the invitation for the bid do hereby make the following statements that I certify to be true and complete in every respect:

- 1.0 I have read and I understand the contents of this Certificate;
- 2.0 I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
- 3.0 I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
- 4.0 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;
- 5.0 For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - a) has been requested to submit a bid in response to this bid invitation;
 - b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder.
- 6.0 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding. (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.
- 7.0 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.
- 8.0 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.
- 9.0 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.
- 10.0 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.

SECTION I: CONFIRMATIONS, AUTHORITIES, CERTIFICATIONS, ACKNOWLEDGEMENTS and SIGNATURES

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

- 1.0 Confirms that the contents of these Consolidated MBD returnable questionnaires (comprising 8 pages) fall within my personal knowledge and are to the best of my Knowledge and belief, both true and correct;
- 2.0 Confirms that neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercise, 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;
- 3.0 Confirms that no partner, member, director or other person, who wholly or partly exercise control over the enterprise, has within the last five years been convicted of fraud or corruption;
- 4.0 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 bidders or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest;
- 5.0 Certify that the B-BBEE status level of contribution indicated in Section E.1: Item 1.0 qualifies the enterprise for preference points and acknowledges that the remedies as per Clause 14 of the Preferential Procurement Regulations (2017) shall apply. In the event of a contract being awarded as a result of points claimed, the enterprise may be required to furnish documentary proof to the satisfaction of the employer that the claims are correct;
- 6.0 Accept that, in addition to cancellation of a contract, action may be taken against me should these declarations prove to be false.

Signed Date

Name Position

Refer to Clause F3.11.9 for Functionality Points evaluation prompts (if applicable).

Tenderers are to submit copies of signed completion certificates for all projects submitted.

[illegible]

Similar Nature works defined as:

1. Mechanical and Electrical plant maintenance, design and upgrades.
2. Waste industry static compactors (transfer stations)
3. Waste industry bailers (recycling)
4. Hydraulic systems including control systems maintenance
5. Advanced controls systems (PLC control)

NAME : (Block Capitals)

SIGNATURE : DATE:
(of person authorised to sign on behalf of the Tenderer)

PROPOSED ORGANISATION and STAFFING

Refer to Clause F3.11.9 for Functionality Points evaluation prompts (if applicable).

The tenderer should propose the structure and composition of their team i.e. the main disciplines involved, the key staff member / expert responsible for each discipline, and the proposed technical and support staff and site staff.

The roles and responsibilities of each key staff member / expert should be set out as job descriptions. In the case of an association / joint venture / consortium, it should, indicate how the duties and responsibilities are to be shared.

The tenderer must attach his / her organization and staffing proposals to this page. (this is to include both the on-site and off-site staffing resources used for this project)

In addition to any lists, this information should also be shown in an organogram format (flow chart) clearly indicating the staff hierarchy and reporting lines, again for on- and off-site resources.

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Tenderer is to complete table below to ensure clarity on whom the designated personnel are for scoring of the key personnel. **Only these personnel will be scored during functionality** and therefore will be required to be allocated/dedicated to these positions for the contract duration.

In order to achieve 100% under scoring multiple **artisans are required under each post (mech & elec)** please list all artisans that will be allocated to this contract.

Contract Manager (Name and Surname):		
Site Personnel (Name and Surname):		
Mechanical Artisans/Technicians:		
Electrical Artisans/Technicians:		

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

NAME : (Block Capitals)

SIGNATURE : DATE:
(of person authorised to sign on behalf of the Tenderer)

KEY PERSONNEL

Refer to Clause F3.11.9 for Functionality Points evaluation prompts (if applicable).

The Tenderer shall list below the personnel which he intends to utilize on the Works, including key personnel (Contract's Manager, Site Agent, and Foremen) which may have to be brought in from outside if not available locally.

CATEGORY OF EMPLOYEE	NUMBER OF PERSONS	
	KEY PERSONNEL, PART OF THE CONTRACTOR'S ORGANISATION	KEY PERSONNEL TO BE IMPORTED IF NOT AVAILABLE LOCALLY
Site Agent, Project Managers		
Foremen, Quality Control and Safety Personnel		
Technicians, Surveyors, etc		
Artisans and other Skilled workers		
Plant Operators		
Unskilled Workers		
Others:		
.....		

Note: CVs of key personnel may be requested during the contract period.

NAME : (Block Capitals)

SIGNATURE : DATE:
(of person authorised to sign on behalf of the Tenderer)

EXPERIENCE AND QUALIFICATIONS OF KEY PERSONNEL

Refer to Clause F3.11.9 for Functionality Points evaluation prompts (if applicable).

The experience of assigned staff member in relation to the Scope of Work will be evaluated from three different points of view:

- 1) General experience (total duration of professional activity), level of education and training and positions held of each discipline specific team leader.
- 2) The education, training, skills and experience of the Assigned Staff in the specific sector, field, subject, etc which is directly linked to the scope of work.
- 3) The key staff members' / experts' knowledge of issues which the tenderer considers pertinent to the project e.g. local conditions, affected communities, legislation, techniques etc.

A CV of the contract manager, site agent(s) and general foreman of not more than 2 pages should be attached to this schedule:

Each CV should be structured under the following headings:

- a) Personal particulars
 - name
 - date and place of birth
 - place (s) of tertiary education and dates associated therewith
 - professional awards
- b) Qualifications (degrees, diplomas, grades of membership of professional societies and professional registrations)
Note: a copy of each qualification must be attached to the CV, ONLY qualifications with copies will be considered for evaluation.
- c) Skills
- d) Name of current employer and position in enterprise
- e) Overview of post graduate / diploma experience (year(s), **Duration(s)**, organization(s) and position(s) and a brief **description of type of work done in each duration**).

Note: durations of specific and general experience should be clearly indicated.

- f) Outline of recent assignments / experience that has a bearing on the scope of work

NAME : (Block Capitals)

SIGNATURE : DATE:

.....

(of person authorised to sign on behalf of the Tenderer)

QUALITY CONTROL

Refer to Clause F3.11.9 for Functionality Points evaluation prompts (if applicable).

Quality Control

The quality control statement must discuss what tests and control measures are to be employed on site to attain the specified results and is to cover the program associated activities. The statement should cover atleast the following:

- Quality management standards the tenderer adhere to.
- A detailed plan of how the works will be executed and measures to ensure quality.
- Allocation of suitable staff, plant and equipment resources to satisfy project objectives.

The tenderer must attach Quality Control information to this page.

NAME : (Block Capitals)

SIGNATURE : DATE:
(of person authorised to sign on behalf of the Tenderer)

CONTRACT PARTICIPATION GOAL(CPG)

Refer to Clause C1.2.3.3 in additional contract data

It is a condition of contract that the contractor must allow for a minimum of 5% of the contract value (excluding PC Sum items and Fixed Cost allowances) to be subcontracted to contractors who are >76% PPG (Priority Population Group) owned.

The tenderer must attach a plan detailing how the CPG requirements will be achieved to this page.

NAME : (Block Capitals)

SIGNATURE : DATE:
(of person authorised to sign on behalf of the Tenderer)

The following firms have been identified as possible subcontractors for work in this contract.

[illegible]

Attach additional pages if more space is required

NAME : (Block Capitals)

SIGNATURE : DATE:

(of person authorised to sign on behalf of the Tenderer)

CONTRACTOR'S HEALTH AND SAFETY PLAN

Refer to Clause F3.11.9 for Functionality Points evaluation prompts (if applicable).

At tender stage only a brief overview (**to be attached to this page**) of the tenderer's perception on the safety requirements for this contract will be adequate.

Only the successful Tenderer **shall submit separately** the Contractor's Health and Safety Plan as required in terms of Regulation 7 of the Occupational Health and Safety Act 1993 Construction Regulations 2014.

The detailed safety plan will take into consideration the site-specific risks as mentioned under **Part C.3: Project Specification**. A generic plan will not be acceptable.

NAME : (Block Capitals)

SIGNATURE : DATE:
(of person authorised to sign on behalf of the Tenderer)

CONTRACTOR'S HEALTH AND SAFETY DECLARATION

Refer to Clause F3.11.9 for Functionality Points evaluation prompts (if applicable).

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

- | | |
|---|---------------|
| (a) From my own competent resources as detailed in 4(a) hereafter: | YES NO |
| (b) From my own resources still to be appointed or trained until competency is achieved, as detailed in 4(b) hereafter: | YES NO |
| (c) From outside sources by appointment of competent specialist Subcontractors as detailed in 4(c) hereafter: | YES NO |

4. Details of resources I propose:

(Note: Competent resources shall include safety personnel such as a construction supervisor and construction safety officer as defined in Regulation 8, and competent persons as defined in Regulations 9, 10, 11, 12, 13, 14, 16, 17, 20, 21, 22, 23(1), 24, 25, 26, 27, 28 and 29, as applicable).

- (a) Details of the competent and qualified key persons from my company's own resources, who will form part of the contract team:

NAMES OF COMPETENT PERSONS	POSITIONS TO BE FILLED BY COMPETENT PERSONS

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

(i) By whom will training be provided?

(ii) When will training be undertaken?

(iii) List the 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 hereby undertake, if my 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 confirm that copies of my 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 hereby confirm that adequate provision has been made in my 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 agree that my failure to complete and execute this declaration to the satisfaction of the Client will mean that I am unable to comply with the requirements of the OHSA 1993 Construction Regulations 2014, and accept that my tender will be prejudiced and may be rejected at the discretion of the Client.

NAME : (Block Capitals)

SIGNATURE : DATE:
(of person authorised to sign on behalf of the Tenderer)

JOINT VENTURES AGREEMENTS

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

RECORD OF ADDENDA TO TENDER DOCUMENTS

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

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

NAME : (Block Capitals)

SIGNATURE : DATE:
(of person authorised to sign on behalf of the Tenderer)

AMENDMENTS, QUALIFICATIONS AND ALTERNATIVES

(This is not an invitation for amendments, deviations or alternatives but should the Tenderer desire to make any departures from the provisions of this contract he shall set out his proposals clearly hereunder. The Employer will not consider any amendment, alternative offers or discounts unless forms (a), (b) and (c) have been completed to the satisfaction of the Employer).

I / We herewith propose the amendments, alternatives and discounts as set out in the tables below:

(a) AMENDMENTS

PAGE, CLAUSE OR ITEM NO	PROPOSED AMENDMENT

- (1) *Amendments to the General and Special Conditions of Contract are not acceptable;*
(2) *The Tenderer must give full details of all the financial implications of the amendments and qualifications in a covering letter attached to his tender.*

(b) ALTERNATIVES

PROPOSED ALTERNATIVE	DESCRIPTION OF ALTERNATIVE

- (1) *Individual alternative items that do not justify an alternative tender, and an alternative offer for time for completion should be listed here.*
(2) *In the case of a major alternative to any part of the work, a separate Bill of Quantities, programme, etc, and a detailed statement setting out the salient features of the proposed alternatives must accompany the tender.*
(3) *Alternative tenders involving technical modifications to the design of the works and methods of construction shall be treated separately from the main tender offer.*

(c) DISCOUNTS

ITEM ON WHICH DISCOUNT IS OFFERED	DESCRIPTION OF DISCOUNT OFFERED

- (1) *The Tenderer must give full details of the discounts offered in a covering letter attached to his tender, failing which, the offer will be prejudiced.*

NAME : (Block Capitals)

SIGNATURE : DATE:
(of person authorised to sign on behalf of the Tenderer)

PART C1: AGREEMENT AND CONTRACT DATA

C1.1: FORM OF OFFER AND ACCEPTANCE

C1.1.1: OFFER

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

Contract No: **WS.7587**

Contract Title: **EThekweni Municipality: Transfer Stations Corrective and Preventative Maintenance Works Contract 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.

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

R..... (In words
.....)

This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document to the Tenderer before the end of the period of validity stated in the Tender Data, whereupon the Tenderer becomes the party named as the Contractor in the Conditions of Contract identified in the Contract Data.

For the Tenderer:

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

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

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

Capacity (of Signatory) :

Address :

:

Telephone :

Witness:

Signature : **Date** :

Name(in capitals) : :

Notes:

*** Indicates what information is mandatory.**

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

C1.1: FORM OF OFFER AND ACCEPTANCE

C1.1.2: FORM OF ACCEPTANCE

This Form will be completed by the Employer

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

The terms of the contract are contained in:

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

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

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

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

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

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

Name (*of signatory in capitals*) :

Capacity (*of Signatory*) :

Name of Employer (*organisation*) :

Address :

:

Witness:

Signature : **Date** :

Name(*in capitals*) : :

C1.1.3: 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.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the Tenderer of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this Agreement.

FOR THE TENDERER

FOR THE EMPLOYER

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

C1.2: CONTRACT DATA

C1.2.1 CONDITIONS OF CONTRACT

C1.2.1.1 GENERAL CONDITIONS OF CONTRACT

The Conditions of Contract comprise the “General Conditions”, which form part of the “Conditions of Contract for Plant and Design-Build” first Edition 1999 published by the Fédération Internationale des Ingénieurs-Conseils (FIDIC), and the following “Particular Conditions”, which include amendments and additions to such General Conditions. 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).

The Contract Data (including variations and additions) shall amplify, modify or supersede, as the case may be, the **FIDIC Conditions of Contract for Plant and Design Build (1st Edition, 1999)** 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 **FIDIC Conditions of Contract for Plant and Design Build (1st Edition, 1999)** to which it mainly applies.

NB: The documents forming the Contract are to be taken as mutually explanatory of one another. If an ambiguity or discrepancy is found, the priority shall be such as may be accorded by the governing law. The Engineer has authority to issue any instruction which he considers necessary to resolve an ambiguity or discrepancy.

C1.2.2 CONTRACT DATA

C1.2.2.1 DATA TO BE PROVIDED BY THE EMPLOYER

1.1.1.3 Letter of Acceptance shall read the same as Form of Acceptance

1.1.1.4 Letter of tender shall be read as the same as C1.1.1 OFFER.

1.1.3.7 The **Defects Notification period**, from the date of the Certificate of Completion, is **1 year**.

1.1.3.3 The **time for achieving Practical Completion**, from the Commencement Date is **156 weeks (3 years)**. The period as stated in 5.3.2, and the 7 days referred to in 5.3.3, are included in the above time for achieving Practical Completion. The special non-working days as stated in 5.8.1 are excluded from the above time for achieving Practical Completion

1.1.1.15 The Employer is the eThekweni Municipality as represented by:
CLEANSING AND SOLID WASTE : **Logan Moodley: Cleansing and Solid Waste**.

1.2.1.2 The address of the Employer is:
Physical: **Cleansing and Solid Waste, 22 Electron Road Springfield, DURBAN, 4001**
Postal: **Cleansing and Solid Waste Unit**
P O Box 1038
DURBAN
4000
Telephone: **031-322-4575 (t)**
Fax: **031-322-2512 (f)**
E-Mail: **Logan.Moodley@durban.gov.za**

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

Manager-Transfer Stations

1.2.1.2 The address of the Employer' Agent is:

Physical: **Cleansing and Solid Waste, 22 Electron Road Springfield, DURBAN, 4001**
Postal: **Cleansing and Solid Waste Unit**
P O Box 1038
DURBAN
4000
Telephone: **031-322-2506 (t)**
Fax: **031-322-2512 (f)**
E-Mail: **Ryan.Papanicolaou@durban.gov.za**

14.1 c) The **Pricing Strategy** is by **Re-measurement Contract**.

3.1 The Employer's Agent shall obtain the **specific approval of the Employer** before executing any of his functions or duties according to the following Clauses of the General Conditions of Contract:

- **6.3: Council approval in order to authorize any expenditure in excess of the Tender Sum plus 10% contingencies.**

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

- **Health and Safety Plan (refer to Clause 4.8)**
- **Quality Assurance (refer to clause 4.9)**
- **Initial programme (refer to Clause 8.3)**
- **Insurance (refer to Clause 18)**

8.1 The **time to submit the documentation** required before commencement with Works is **[14 Days]**.

8.1 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."

2.1 The access and possession of Site shall not be exclusive to the Contractor but as set out in the Site Information.

6.5 The **non-working days** are **Saturdays and** Sundays (Refer to Clause 6.5).
the **special non-working** days are:

- All statutory holidays as declared by National or Regional Government (see part C3.1.1.11).
- 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.

Normal working hours 07:00-17:00

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

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

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

- 8.7 The **penalty for delay** in failing to complete the Works will be broken down in terms of costs incurred due to failure of completion. The contractor will be charged a minimum R20 000 for works above R200 000 or R2000 per day for works below R200 000.

- 8.2 The **requirements for achieving Practical Completion**: Works will be done in parts and or certain intervals as stated in the scope of work C3.1.4. Each job scope will be agreed upfront before the commencement of the contract. Any work longer than 1 month will require a detailed program.

- 1.1.3.7 The Defects Notification period, from the date of each job sign off is:
3 Months after each works completion for workmanship &
1 year or manufacturers warrantee for parts/spares/outside works whichever is the greater

- 4.2 **Performance security**: Not required in this contract

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

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

13.8 Adjustments for changes in Cost:

The amounts payable to the contractor shall be adjusted for rises or falls (fluctuations) in the cost of labor, plant and materials, equipment, fuel and other inputs to the works, by the addition or deduction of the amounts determined by the formulae prescribed in this sub-clause.

- There will be no escalation for provisional sums.
- Statistics SA Publication P0151.1, Table 1 - Contract price adjustment provisions (CPAP) work group indices 170 – Mechanical Services shall be used as the index.
- The base month will be the month in which tender original validity (84 days) expires.
- The Index shall be based on **December 2016 = 100**.
- Value added tax is not included in the CPAP tables of indices.

The adjustment to be applied to the amount otherwise payable to the contractor, as valued in Accordance with the appropriate schedule and certified in payment certificates, shall be determined from formulae for each of the currencies in which contract price is payable. No adjustment is to be applied to work valued on the basis of cost or current prices.

Prices indicated in the BOQ will be maintained for the full duration of the tender validity plus 12 Months. Escalation will be determined at intervals of 12 months from the start date of the tender (ie year 2 and 3) with the BOQ rates being escalated using the following formula:

$$Rate_{new} = Rate_{old} + Rate_{old} \times \frac{Index\ 170_{current} - Index\ 170_{base}}{Index\ 170_{base}}$$

Each escalation will be held for 12 months after which a revised escalation is calculated and applied to works for the following 12 months and repeated until the end of the contract period.

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

1.1.4.11 **Retention Money:** Not applicable to this contract.

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

18.1 The limit of indemnity for **liability insurance: R 1,000,000**.

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

Third Party Insurance (Public Liability)

- Minimum amount for any one occurrence, unlimited as to the number of occurrences, for the period of the contract, inclusive of the maintenance period: **R 1,000,000**.
- Consequential loss to be covered by policy: **Yes**
- Liability section of policy to be extended to cover blasting: **Nil**
- Maximum excess per claim or series of claims arising out of any one occurrence: **R 20,000**.

Principal's own surrounding Property Insurance

- Minimum amount for any one occurrence unlimited as to the number of occurrences against any claim for damage which may occur to the Council's own surrounding property: **R 500,000**.
- Maximum first excess: **R 10,000**.

Insurance of Works

- Minimum amount for additional removal of debris (no damage): **Nil**
- Minimum amount for temporary storage of materials off site, excluding Contractor's own premises: **R 100,000**
- Minimum amount for transit of materials to site: **Nil**

18.1

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:

Contract Price	First Loss
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."

20.4 **Dispute resolution** shall be by adhoc adjudication, Dispute Adjudication Board (DAB) member/s will be appointed as and when required.

20.2 The **number of members** of the Adjudication Board to be appointed: **One**.

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

C1.2.2.2 DATA TO BE PROVIDED BY CONTRACTOR

1.1.1.9 The legal name of Contractor is:

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

1.2.1.2 The Physical address of the Contractor is:

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

The Postal address of the Contractor is:

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

The contact numbers of the Contractor are:

Telephone:

Fax:

The E-Mail address of the Contractor is:

.....

C1.2.3 ADDITIONAL CONDITIONS OF CONTRACT

C1.2.3.1 COMMUNITY LIAISON OFFICER

The Ward Councillor(s) in whose ward(s) work is to be done will, collectively, identify a community liaison officer (CLO) for the project and make the person known to the Contractor within two days of being requested to do so. The Contractor will be required to enter a written contract with the CLO that specifies:

- The hours of work and the wage rate of the CLO (200% of the Civil Engineering Industry minimum wage).
- The duration of the appointment.
- The duties to be undertaken by the CLO which could include:
 - Assisting in all respects relating to the recruitment of local labour.
 - Acting as a source of information for the community and councillors on issues related to the contract.
 - Keeping the Contractor advised on community issues and issues pertaining to local security.
 - Assisting in setting up any meetings or negotiations with affected parties.
 - Keeping a written record of any labour or community issue that may arise.
 - Any other duties that may be required by the Contractor.

Responsibility for the identification of a pool of suitable labour shall rest with the CLO, although the Contractor shall have the right to choose from that pool. The Contractor shall have the right to determine the total number labourers required at any one time and this may vary during the contract.

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

Payment: The CLO will be reimbursed from the PC Sum item in the Preliminary

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) that the specific Transfer station is located in for which the works are being undertaken.** The contractor will be required to provide proof of authenticity of local labour. Signed confirmation by the appointed CLO will suffice for this.

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

C1.2.3.3 CONTRACTOR PARTICIPATION GOAL (CPG)

It is a condition of contract that the contractor must allow for a minimum of **5%** of the contract value (excluding PC Sum items and Fixed Cost allowances) to be subcontracted to contractors who are >76% PPG (Priority Population Group) owned. Proof of payment to the subcontractors will be required to verify that the minimum has been achieved.

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

C1.2.3.4 FTE (Full Time Equivalent) EMPLOYMENT INFORMATION

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

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

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

- Category of Employment

Category A: Employed as Local Labour for this contract only
Category B: Temporarily employed by the Contractor
Category C: Permanently employed by the Contractor

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 of the Employer's Supply Chain Management Policy.

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

C1.2.3.6 EMPOWERMENT STRATEGIES

For contracts above R30m, the SCM policy section 52(24)(1) for contractors, where it is feasible, to subcontract a minimum of 30% of the value of the contract to the following designated groups:

- (a) an EME or QSE;
- (b) an EME or QSE which is at least 51% owned by black people;
- (c) an EME or QSE which is at least 51% owned by black people who are youth;
- (d) an EME or QSE which is at least 51% owned by black people who are women;
- (e) an EME or QSE which is at least 51% owned by black people with disabilities;
- (f) an EME or QSE which is 51% owned by black people living in rural or underdeveloped areas or townships;
- (g) a cooperative which is at least 51% owned by black people;
- (h) an EME or QSE which is at least 51% owned by black people who are military veterans; or
- (i) more than one of the categories referred to in paragraphs (a) to (h).

The majority of the scope is technical/specialised works therefore requires qualified and experienced labour; no subcontracting is envisioned in this contract however if there are works scheduled at a later stage where feasible to subcontract this will be complied to.

C2.1: PRICING ASSUMPTIONS / INSTRUCTIONS

C2.1.1 GENERAL

The Bill of Quantities forms part of the Contract Documents and must be read and priced in conjunction with all the other documents comprising the Contract Documents (**refer to F.1.2 of the Tender Data**).

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

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

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

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

C2.1.3 QUANTITIES REFLECTED IN THE SCHEDULE

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

The Works as finally completed in accordance with the Contract shall be measured and paid for as specified in the Bill of Quantities and in accordance with the General and Special Conditions of Contract, the Specifications and Project Specifications and the

Drawings. Unless otherwise stated, items are measured net in accordance with the Drawings, and no allowance has been made for waste.

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

C2.1.5 MONTHLY PAYMENTS

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

C2.1.4 PROVISIONAL SUMS / PRIME COST SUMS

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

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

C2.1.6 PRICING OF THE BILL OF QUANTITIES

The prices and rates to be inserted by the Tenderer in

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

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

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

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

C2.1.7 "RATE ONLY" ITEMS

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

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

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

Tenderer shall however note that in terms of the Tender Data the Tenderer may be asked to reconsider any such rates which the Employer may regard as unbalanced.

C2.1.8 PRELIMINARY AND GENERAL

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

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

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

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

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

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

C2.2: BILL OF QUANTITIES

The Bill of Quantities follows and comprises of 3 pages (Section A, B and C).

NB: Description in the tables below does not imply a duration it implies the type of works to be carried. So it is possible to do a 3 yearly service on year 1 for the mentioned sites.

Bill of Quantities						
Section A: Servicing						
A.1: Electron Road TS						
Item	Ref	Description	Unit	Quantity	Rate	Total
A.1.1	C3.1.8.1.1.1	Monthly Service	No	0		Rate Only
A.1.2	C3.1.8.2.1.1	Quarterly Service	No	6		
A.1.3	C3.1.8.3.1.1	Six Monthly Service	No	3		
A.1.4	C3.1.8.4.1.1	Yearly Service	No	2		
A.1.5	C3.1.8.5.1.1	3 Yearly Service	No	1		
Sub Total A.1:						
A.2: Clermont TS						
Item	Ref	Description	Unit	quantity	Rate	Total
A.2.1	C3.1.8.1.1.2	Monthly Service	No	0		Rate Only
A.2.2	C3.1.8.2.1.2	Quarterly Service	No	6		
A.2.3	C3.1.8.3.1.2	Six Monthly Service	No	3		
A.2.4	C3.1.8.4.1.2	Yearly Service	no	2		
A.2.5	C3.1.8.5.1.2	3 Yearly Service	no	1		
Sub Total A.2:						
A.3: Umlazi TS						
Item	Ref	Description	Unit	Quantity	Rate	Total
A.3.1	C3.1.8.1.1.3	Monthly Service	no	0		Rate Only
A.3.2	C3.1.8.2.1.3	Quarterly Service	no	6		
A.3.3	C3.1.8.3.1.3	Six Monthly Service	no	3		
A.3.4	C3.1.8.4.1.3	Yearly Service	no	2		
A.3.5	C3.1.8.5.1.3	3 Yearly Service	no	1		
Sub Total A.3:						
A.4: Chatsworth TS						
Item	Ref	Description	Unit	Quantity	Rate	Total
A.4.1	C3.1.8.1.1.4	Monthly Service	no	0		Rate Only
A.4.2	C3.1.8.2.1.4	Quarterly Service	no	6		
A.4.3	C3.1.8.3.1.4	Six Monthly Service	no	3		
A.4.4	C3.1.8.4.1.4	Yearly Service	no	2		
A.4.5	C3.1.8.5.1.4	3 Yearly Service	no	1		
Sub Total A.4:						
A.5: Hammarsdale TS						
Item	Ref	Description	Unit	Quantity	Rate	Total
A.5.1	C3.1.8.1.1.5	Monthly Service	no	0		Rate Only
A.5.2	C3.1.8.2.1.5	Quarterly Service	no	6		

A.5.3	C3.1.8.3.1.5	Six Monthly Service	no	3		
A.5.4	C3.1.8.4.1.5	Yearly Service	no	2		
A.5.5	C3.1.8.5.1.5	3 Yearly Service	no	1		
Sub Total A.5:						
A.6: M.t Edgecombe TS						
Item	Ref	Description	Unit	Quantity	Rate	Total
A.6.1	C3.1.8.1.1.6	Monthly Service	no	0		Rate Only
A.6.2	C3.1.8.2.1.6	Quarterly Service	no	6		
A.6.3	C3.1.8.3.1.6	Six Monthly Service	no	3		
A.6.4	C3.1.8.4.1.6	Yearly Service	no	2		
A.6.5	C3.1.8.5.1.6	3 Yearly Service	no	1		
Sub Total A.6:						
A.7: Flower Road TS						
Item	Ref	Description	Unit	Quantity	Rate	Total
A.7.1	C3.1.8.1.1.7	Monthly Service	no	0		Rate Only
A.7.2	C3.1.8.2.1.7	Quarterly Service	no	6		
A.7.3	C3.1.8.3.1.7	Six Monthly Service	no	3		
A.7.4	C3.1.8.4.1.7	Yearly Service	no	2		
A.7.5	C3.1.8.5.1.7	3 Yearly Service	no	1		
Sub Total A.7:						
A.8: Amanzimtoti TS						
Item	Ref	Description	Unit	Quantity	Rate	Total
A.8.1	C3.1.8.1.1.8	Monthly Service	no	0		Rate Only
A.8.2	C3.1.8.2.1.8	Quarterly Service	no	6		
A.8.3	C3.1.8.3.1.8	Six Monthly Service	no	3		
A.8.4	C3.1.8.4.1.8	Yearly Service	no	2		
A.8.5	C3.1.8.5.1.8	3 Yearly Service	no	1		
Sub Total A.8:						
Section A Total (A.1 to A.8)						
Section B: AD hoc, Breakdown, Repair Works						
B.1 All Sites Provisional Sum and Labour						
Item	Ref	Description	Unit	Quantity	Rate	Total
B.1.1	C3.1.4	Ad hoc repairs, parts, consumables, materials	Prov. Sum	1	1,500,000.00	1,500,000.00
B.1.2	C3.1.4.1	Overheads, charges, & profit on item B.1.1	%	1,500,000.00		
B.1.3	C3.1.5.1	Labour Rate - Artisan - Normal Hours	Hr	1000		
B.1.4	C3.1.5.2	Labour Rate - Artisan – Ovt for after normal hours/Saturday	Hr	120		
B.1.5	C3.1.5.3	Labour Rate - Artisan - Ovt rate for Sunday work	Hr	48		
B.1.6	C3.1.5.4	Labour Rate- Artisan- December Shutdown	Hr	72		
B.1.7	C3.1.5.5	Labour Rate - Artisan Assistant - Normal Hours	Hr	400		

B.1.8	C3.1.5.6	Labour Rate - Artisan Assistant - Ovt rate for after Normal hours/Saturday	Hr	120		
B.1.9	C3.1.5.7	Labour Rate - Artisan Assistant - Ovt rate for Sunday work	Hr	48		
B.1.10	C3.1.5.8	Labour Rate- Artisan assistant - December Shutdown	Hr	24		
Sub Total B.1:						
B.2: Priority Repairs						
Item	Ref	Description	Unit	Quantity	Rate	Total
B.2.1	C3.1.6.1	Call out- Clermont TS	no	9		
B.2.2	C3.1.6.2	Call out- Umlazi TS	no	9		
B.2.3	C3.1.6.3	Call out- Electron Road	no	9		
B.2.4	C3.1.6.4	Call out- Chatsworth	no	9		
B.2.5	C3.1.6.5	Call out- Flower Road	no	9		
B.2.6	C3.1.6.6	Call out- Mt Edgecombe	no	9		
B.2.7	C3.1.6.7	Call out- Amanzimtoti TS	no	9		
B.2.8	C3.1.6.8	Call out- Hammarisdale	no	9		
Sub Total B.2:						
Section B Total (B.1 + B.2):						
Section C: Travel Costs						
Item	Ref	Description	Unit	Quantity	Rate	Total
C.1.1	C3.1.7	Travel Cost	km	32000		
Sub Total C.1.1:						
Section C Total						

PART C3: SCOPE OF WORK

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PS.8 CCTV Plant	
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C3.1: PROJECT DESCRIPTION AND SCOPE OF CONTRACT

C3.1.1 DESCRIPTION OF WORKS AND GENERAL INFORMATION.

This Contract is for the maintenance of EThekweni Municipality (CSW) Transfer stations. The municipality (CSW) is looking for a highly qualified contractor or company to carry and deliver Electrical (low to medium voltage devices inclusive of PLCs) and Mechanical (this includes Hydraulics) Systems maintenance for 8 transfer stations.

C3.1.1.1 Brief Definition of a Transfer Station

A waste transfer station is a facility where waste from multiple sources (residential areas, industrial areas etc.) is consolidated into high volume vehicles for transport to a regional waste disposal or landfill. Transfer stations have proved in the past to be effective and greatly reduce costs within the waste management sector be it municipalities or private organizations.

Domestic waste collection from the operations department who bring waste from residential areas to transfer stations which are strategically located in order to reduce travel time and distance on the collection vehicles and use the more efficient long haul vehicles to transport the waste more economically.

Transfer stations maintenance will be conducted predominantly on electrical and mechanical equipment including Hydraulics, compactors, PLCs, electrical motors (pumps), power supply, transformers to name a few. This equipment functions together as a single unit to efficiently compact and load waste into containers for long distance travel to landfills. The city has adopted more advanced technologies (Highly automated) especially at the more recent transfer stations.

C3.1.1.2 Employers Objective:

The objective of Cleansing and Solid Waste (CSW) is to contribute to a clean and healthy environment for the eThekweni area, through responsible solid waste management practises. Within CSW there is also an objective of continually improving the management and maintenance of its infrastructure and assets to ensure efficient achievement of its goals and reduce costs which are usually incurred during plant failures and breakdowns. This contract is therefore the next step in further enhancing the CSW transfer stations infrastructure. The eThekweni municipality CSW (transfer stations) requires the contractor to maintain the following systems and sites in a safe, reliable and efficient operating condition.

The Contractor shall provide all necessary managerial, administrative and direct labour personnel, as well as all transportation, equipment, tools, supplies and materials required to perform inspection, maintenance, and component replacement as required to maintain the systems in accordance with this work statement.

C3.1.1.3 Contract Deliverables:

The contractor will be responsible for the smooth operation of all the sites and the contractor will perform maintenance tasks on certain intervals (Milestones) namely Monthly, quarterly, 6 monthly, yearly to 3 yearly (end of contract) as outlined on description of works section below. The contractor is expected to improve and maintain the sites operation so during the time of contract the employer expects minimum to zero plant failure or downtime.

C3.1.1.4 Condition monitoring and tracking:

A contractor shall keep track and monitor the condition of existing Equipment's. This shall include but is not limited to recording of wear measurements on nylon, oil temperature, equipment pressure for hydraulics and other pressurized equipment's, operating voltages and leakage currents (if any) etc. The contractor must prepare an excel template or use an existing template

which shall be provided by the engineer to record all the required data. It is the responsibility of the contractor to ensure that the data recorded is of high quality. A contractor should also record down any values of interest and may manipulate the given excel template or update their own as the contractor sees fits with approval from the engineer.

For example the following template format can be followed:

Equipment	Oil temperature	Pressure	Vibrations	Date
Hydraulics top ram	XX °C	XX KPA	N/A	XX/XX/XXXX
Motor			XX m/s ²	

The contractor will also be required to develop or use a fault recording spreadsheet, where they will record the faults and update the number of respective fault occurrence. For example the spreadsheet can follow the same pattern as the example below:

Date	Fault Nature	Effect on operation	Type of fault	Detailed report	Number of occurrence	Site
20/05/2020	Electrical	High	Cable	Fault report drafted	1	Clermont

C3.1.1.5 Tracking of Time Spent on Site

The contractor is to keep track of time spent on site daily (Time sheet) and document and submit to the engineer at the end of every month with the relevant signoffs for each job conducted.

C3.1.1.6 Reporting Requirements

The contractor is to report to the engineer at least once a month on the maintenance progress, any changes or major issues faced on the sites. The contractor is also to report to the engineer before taking any major decisions like installing or removing an existing equipment. It is also important to ensure that spare components are of the same rating as the current components if possible, also from the same manufacturer or equally approved and with that being said they have to be approved by the necessary body for example SABS (south African bureau of standards).

The contractor is to record all the site faults, breakdowns or downtimes and how they solved the fault, this information will aid in future data analysis and better decision making.

C3.1.1.7 Approvals

The engineer will be responsible for any approvals and sign offs.

C3.1.1.8 Access to Sites

The sites to be controlled by the contractor is access controlled and access will be granted to the contractor personnel upon the verification of a clear identification that the individual is part of the contractor. Access will be granted from 6 AM TO 9 PM. Failure to produce an identification will result in the personnel being denied access to the sites.

C3.1.1.9 Public Holidays Recognised By the Employer

The employer recognises the following Holidays as public holidays, however the sites operate 7 days a week. The contractor will be responsible for creating its service plan including rotations. The Contractor shall maintain work schedules. The schedules shall take into consideration the hours that the staff can effectively perform their services without placing a burden on the security personnel of the Post. The Contractor shall deliver standard services between the hours of 07:00 AM and 17:00 PM Monday to Sunday. No work shall be performed on SA Government and local holidays.

Please see the list of South African public holidays below.

Table C3.1.11.A: List of SA recognised public holidays

New year's Day	01 January
Human rights day	21 March
Good Friday	10 April
Family day	13 April
Freedom day	27 April
International workers day	01 May
Youth day	16 Jun
National women's day	10 August
Heritage day	24 September
Day of reconciliation	16 December
Christmas day	25 December
Boxing day	26 December

C3.1.1.10 Priority Documents for Contract

The documents forming part the Contract are to be taken as mutually explanatory of one another. If an ambiguity or discrepancy is found, the priority shall be such as may be accorded by the governing law. The Engineer has authority to issue any instruction which he considers necessary to resolve an ambiguity or discrepancy.

C3.1.2 EQUIPMENT DESCRIPTION

C3.1.2.1 General Equipment's

The setup of all transfer stations is almost the same with the exception of Electron Road and Clermont TS which is a little more advanced than the Rest. All the equipment in the transfer stations play an integral role to the success, with that being said though the majority of faults comes from the electrical side which needs proper care alongside hydraulic systems. Each transfer station consists of the following infrastructure and equipment in order to provide its function:

- Electrical Equipment's and controls and Machinery
- Civils and access roads (access to equipment below)
- Compaction dumping house
- Chute
- A Static Compactor
- Container Traversing System using cable drum systems

C3.1.2.2 Electrical Equipment's and Controls and Machinery

Most of the processes in the transfer stations especially on the Electron Road transfer station are driven by high value electrical machines including AC motors (pumps), PLCs for control, voltage supply, circuit breakers for protection, transformers etc. Electrical equipment's form an important and critical part of the transfer station and proper maintenance plan should be followed to prolong their lifespan and minimize the risks of failures and breakdowns.

The maintenance of electrical equipment's will include but is not limited to:

- Visual inspections of the electrical machinery, check for rust, check and clean cooling airways, check the contactors if they are worn out and clean dust on contactors to avoid magnetic contact mechanism, if the condition is bad replace the contactor.
- Perform transformer oil tests (send to labs), check for silica gel if it turns pink replace it, perform tests when necessary, including primary, secondary and full load tests to see if the transformer operates according to the specifications, measure ground resistance and bushings.
- Ensure proper grounding of the electrical equipment's, ensure proper insulation for safety and ensure that electrical equipment's operate according to the necessary safety standards (this may include Area classification, flameproof equipment's etc.).

- Ensuring proper wiring according to South African wiring standards.
- Maintenance of PLCs, check LED indicators, battery status, program functionality, and the surrounding temperatures.
- Replace burnt fuses, circuit breakers, E stops and other miscellaneous electrical components.

C3.1.2.3 Civils and Access Roads

The civils works and access roads are a critical requirement to the functionality of the stations. They are not to be blocked/obstructed wherever possible to ensure operations are not affected. The civils themselves will generally not be included in this contract. At the discretion of the engineer, where minor repairs that have a direct impact on the mechanical equipment critical to the operation of the station are required, the contractor can subcontract these works out to an adequately qualified contractor to carry out these repairs.

C3.1.2.4 Compaction Dumping House

This equipment shields the chute area from elements such as wind and rain which would negatively impact the progression of waste into the compaction zone. These structures generally have a long life period, and generally only visual inspections are required. Maintenance will only be required as a result of a finding in an inspection. The inspections will need to be regular and scheduled. The most critical aspects of the inspection and maintenance of the dumping house are corrosion of the structure, sheeting condition and secureness. If these aspects are managed effectively the useful life of the shelter is maintained.

In general, (not limited to) the following will need to be inspected and maintained regularly as a guideline:

- Sheeting condition and fastening
- Structural beams – signs of corrosion/damage
- Bolted Joints – signs of looseness, corrosion, damage

C3.1.2.5 Chute

The chute forms a critical and integral part of the compaction process. The incoming waste is dumped into the chute, which is then gravity fed into the compaction zone. The basic construction is of steel structural members with hard wearing steel sheeting forming the chute walls. The fastening methods include both bolted and welded connections. In general, there is a minimal amount of maintenance required on the chute as it has no moving parts, however inspections of its condition are key to plan repairs on the problem areas.

The makeup of the waste and the leached liquid being dumped at the majority of the stations is generally acidic in nature and therefore increases the corrosion rate which needs to be monitored. The chute also has “high loaded” zones where the majority of wear occurs (offload impact zone, front wall).

In general, (not limited to) the following will need to be inspected and maintained regularly as a guideline:

- Chute walls – condition and fastening
- Structural beams – signs of corrosion/damage
- Bolted Joints – signs of looseness, corrosion, damage
- Wear condition – estimate of how much life remaining particularly in the high load zones of the chute walls

C3.1.2.6 Static Compactor

This is the heart of the compaction process and includes the following constituent components:

Frame

The frame is the main structural part of the compactor providing the rigidity and resistance to the reaction forces that the hydraulic systems imparts. All components are also mounted on the frame inclusive of points 2-5 below.

Battering box

The battering box is the compaction zone of the compactor. The chute dumps directly into the battering box and the ram which is enclosed in the battering box then compacts the waste into the container. The battering box is the highest wear area of the system and therefore is lined with wear resistant plate, the thickness of which needs to be monitored regularly

A scraper flap is also connected to the battering box whose purpose is to scrap the top surface of the battering ram on the reverse stroke to prevent waste being carried back into the rear of the compactor.

Battering ram

The battering ram is effectively a rectangular piston that pushes the waste into the container and its face is what the waste is compacted against. The ram is made from wear resistant material due to the abrasive nature of the waste. The ram "piston" is connected to the hydraulic power cylinder with a clevis joint. The ram is kept true/guided with multiple nylon slide guides that run on a steel track. The cleanliness and lubrication of guide rails needs to be maintained regularly.

Control box

The control box houses the PLC unit, control voltage power supply, contactors, relays and all other required electrical components to control the hydraulic system. In general maintenance will require the wiring and connections to be inspected and fastened, condensation/water to be removed from the box, replacement of burnt contactors/relays and monitoring of PLC error indicators.

Hydraulic system

The hydraulic system provides a resulting compacting force in the region of 70 tons to the waste, differing slightly between each station. The system generally consists of an oil tank, hydraulic connecting hosing, a hydraulic cylinder, filters, and an electric motor that drives a double gear pump, a manifold block and valve bank.

Grab arms

The grab arms are the devices that hold the container onto the compactor during the compaction cycle. Each arm is pivoted to the compactor frame allowing movement in the horizontal plane. The arms are effectively a large steel hook, which is connected to the compactor frame through a ratchet mechanism (for tightening the grabs onto the compaction bins). This component is critical to the safety of the compaction process as they combined take the full compaction loading whilst holding the compaction bins in place.

C3.1.2.7 Container Traversing System

The traversing system is used to move the containers across the face of the compactor to allow quick changes between full and empty containers during operation.

The basic system comprises of:

- a. Rails - for movement or traversing of bogies.
- b. Bogies – units on which compaction bins are placed onto by the long haul vehicles. The bogies have either bearing bush wheels which run on the rails.
- c. Pulling mechanism – either chain, winch type, or driven:
 - i. Chain type – this is where a chain hauling system is used. A continuous HT loop chain is driven by a gear motor unit coupled to a female chain sprocket. The chain is connected to the container bogies by means of bolt through connections. A chain idler pulley is located on the non-drive side.
 - ii. Winch type – this system uses a winch principle to pull the container dollies along. The winch is powered by a gear motor unit which drives a winch drum through a chain reduction mechanism. The winch cable (working cable) is connected to the container dollies by means of levered clamping plates. A cable idler pulley is located on the non-drive side.
 - iii. Driven - the container traversing system is driven by at each bogey with a 0.55kw motor gearbox combination,

- d. In general, required maintenance consists of greasing (wheels, drive mechanism, clamp plates), monitoring of wear (chain, clamp plates, cable, sprocket, idler pulleys/rollers) and gearbox oil condition and quantity.

C3.1.3 DESCRIPTION OF SITE AND ACCESS

The Transfer Stations that this contract will be addressing and their addresses, locations and operating hours are tabulated below. It must be noted that access to the site will not be solely limited to the contractor and access will be shared between the employer, the contractor and any other additional contractors (not part of this contract) that are required to do works on site.

Site	Address	GPS Co-Ordinates			Distance from DSW head Office	Operating Hours
		Type	Latitude	Longitude		
Mt Edgecombe TS	Gravel Rd, Off Flanders Drive, Mt Edgecombe	DD	-29.708049	31.053381	~16.7 km	07:00 – 17:00
		DMS	S 29° 42' 28.976"	E 31° 3' 12.171"		
Umlazi TS	Sibusiso Mdakane Dr, Umlazi (~opposite no. 636)	DD	-29.953791	30.918137	~23.1 km	07:00 – 15:30
		DMS	S 29° 57' 13.648"	E 30° 55' 5.293"		
Chatsworth TS	Sagittarius Rd, Chatsworth	DD	-29.906667	30.889129	~24.5 km	06:00 – 14:30
		DMS	S 29° 54' 24.001"	E 30° 53' 20.864"		
Hammarisdale TS	15 Van Eck Rd, Hammarisdale	DD	-29.791311	30.659196	~43.3 km	07:00 – 15:30
		DMS	S 29° 47' 28.72"	E 30° 39' 33.105"		
Amanzimtoti TS	Wanda cele Rd, Amanzimtoti	DD	-30.048932	30.866256	~35.1 km	07:00 – 15:30
		DMS	S 30° 2' 56.155"	E 30° 51' 58.521"		
Flower Rd TS	Flower Rd or 187 Dayal Rd Entrances, Clairwood	DD	-29.914716	30.988169	~17.1 km	06:00 – 14:30
		DMS	S 29° 54' 52.978"	E 30° 59' 17.408"		
Clermont TS	Off 17th Avenue, New Germany	DD	-29.793849	30.887076	~12.3 km	06:00 – 14:30
		DMS	S 29° 47' 37.856"	E 30° 53' 13.473"		
Electron Rd TS	22 Electron Rd, Springfield	DD	-29.816856	30.989231	~0 km	07:00 – 16:30
		DMS	S 29°49'0.68"	E 30°59'21.23"		

C3.1.4 AD HOC REPAIRS

The provisional sum (item B1.1 on BOQ) is intended for any requirements for components, spares, engineering works, sub contracted services and other requirements as necessary for ad hoc, planned and breakdown maintenance during the contract period that does not fall within the scope of the planned services as per the bill of quantities.

Works undertaken within the provisional sum will need to be in accordance with the standard eThekweni municipality's SCM process and will need to be approved by the engineer prior to

commencement. Approval for works will include the scope to be done, the cost for the spares, and labour hours expected. The engineer may request further quotations for spares if he is not happy with the initial quotes.

Quote/invoicing from the subcontractor and spares suppliers will be required as proof for payment purposes and to facilitate mark up (B1.2) calculations.

C3.1.4.1 Overheads, charges, & profit for Ad Hoc Repairs

This item is to compliment the works undertaken within the provisional sum item C3.1.4 Ad Hoc Repairs.

The mark up is to cover any overheads related to works requested under the provisional sum inclusive of administrative, delivery, transport and other related costs required to facilitate the acquisition of the part or service.

C3.1.5 LABOUR

A provision has been made for skilled and unskilled labour within the BOQ under items B1.3 – B1.10.

An estimated number of hours has been included in the BOQ to allow for skilled/semi-skilled labour to facilitate ad hoc, planned and breakdown maintenance during the contract period.

When scoping for works that require labour an accurate estimate is to be provided by the contractor for the engineers approval. If there is to be a significant deviation to the number of hours that was anticipated pre works commencement additional approval from the engineer will need to be sought.

The labour items will be subject to escalation as per the conditions of contract.

Tracking of the hours on site will need be controlled by the contractor with each job being signed off by the engineer (or designated client representatives) to verify actual hours, components and spares utilised in the works as well as specific works completed.

A schedule of all works completed including the root cause for failure and the downtime data (MTTR etc) is to be developed and maintained by the contractor to the approval of the engineer. This will be monitored monthly at the progress meetings.

C3.1.5.1 Labour Rate - Artisan - Normal Hours

The skilled labour rate is for a minimum of a trade tested (and higher skilled) artisans/technicians that have industry experience in their field required to successfully complete works on site.

Normal hours rate will be applicable for all hours worked during the normal working hours as listed in the contract data.

The labour rate is to include all related costs for the artisan to carry out his function on site, inclusive of equipment and general consumables such as rags.

The rate is not to include transport costs as this will be managed under the travel costs item.

C3.1.5.2 Labour Rate - Artisan – Ovt for after normal hours/Saturday

The skilled labour rate is for a minimum of a trade tested (and higher skilled) artisans/technicians that have industry experience in their field required to successfully complete works on site.

After hours rate will be applicable for all hours worked after the normal working hours as listed in the contract data including Saturdays, excluding Sundays/public holidays.

The labour rate is to include all related costs for the artisan to carry out his function on site, inclusive of equipment and general consumables such as rags.

The rate is not to include transport costs as this will be managed under the travel costs item.

C3.1.5.3 Labour Rate - Artisan - Ovt rate for Sunday work

The skilled labour rate is for a minimum of a trade tested (and higher skilled) artisans/technicians that have industry experience in their field required to successfully complete works on site.

The Sunday rate will be applicable for all hours worked on Sundays and public holidays.

The labour rate is to include all related costs for the artisan to carry out his function on site, inclusive of equipment and general consumables such as rags.

The rate is not to include transport costs as this will be managed under the travel costs item.

C3.1.5.4 Labour Rate- Artisan- December Shutdown

The skilled labour rate is for a minimum of a trade tested (and higher skilled) artisans/technicians that have industry experience in their field required to successfully complete works on site.

The December shutdown rate is to cater for the breakdown works required during the shutdown period where the contractor is expected to have a skilled artisan available on a call out basis for emergency works.

The labour rate is to include all related costs for the artisan to carry out his function on site, inclusive of equipment and general consumables such as rags.

The rate is not to include transport costs as this will be managed under the travel costs item.

C3.1.5.5 Labour Rate - Artisan Assistant - Normal Hours

The semi-skilled labour rate is to allow for an assistant to the skilled labour for works that require more than a single individual. Whether or not the works requires an assistant will need to be approved by the engineer based on the scope of works.

Normal hours rate will be applicable for all hours worked during the normal working hours as listed in the contract data.

The labour rate is to include all related costs for the artisan assistant to carry out his function on site, inclusive of equipment and general consumables such as rags.

The rate is not to include transport costs as this will be managed under the travel costs item.

C3.1.5.6 Labour Rate - Artisan Assistant - Ovt rate for after Normal hours/Saturday

The semi-skilled labour rate is to allow for an assistant to the skilled labour for works that require more than a single individual. Whether or not the works requires an assistant will need to be approved by the engineer based on the scope of works.

After hours rate will be applicable for all hours worked after the normal working hours as listed in

the contract data including Saturdays, excluding Sundays/public holidays.

The labour rate is to include all related costs for the artisan assistant to carry out his function on site, inclusive of equipment and general consumables such as rags.

The rate is not to include transport costs as this will be managed under the travel costs item.

C3.1.5.7 Labour Rate - Artisan Assistant - Ovt rate for Sunday work

The semi-skilled labour rate is to allow for an assistant to the skilled labour for works that require more than a single individual. Whether or not the works requires an assistant will need to be approved by the engineer based on the scope of works.

The Sunday rate will be applicable for all hours worked on Sundays and public holidays.

The labour rate is to include all related costs for the artisan assistant to carry out his function on site, inclusive of equipment and general consumables such as rags.

The rate is not to include transport costs as this will be managed under the travel costs item.

C3.1.5.8 Labour Rate- Artisan assistant - December Shutdown

The semi-skilled labour rate is to allow for an assistant to the skilled labour for works that require more than a single individual. Whether or not the works requires an assistant will need to be approved by the engineer based on the scope of works.

The December shutdown rate is to cater for the breakdown works required during the shutdown period where the contractor is expected to have an artisan assistant available on a call out basis for emergency works.

The labour rate is to include all related costs for the artisan assistant to carry out his function on site, inclusive of equipment and general consumables such as rags.

The rate is not to include transport costs as this will be managed under the travel costs item.

C3.1.6 CALL OUTS/ PRIORITY REPAIRS

The payment reference for this item falls under B.2 in the BOQ.

There will be times where there is urgency and criticality for a job to be completed as soon as possible due to operational factors and potential for excessive additional cost related to the downtime of the particular plant. Whilst ad hoc repairs are expected to be attended to timeously and wherever possible as soon as possible, the priority callouts/repairs will require an express turnaround time to get technical support to the site and equipment for fault finding with the resultant repairs fast tracked as far as possible.

It is expected that the turnaround time from notification of a priority repair that the contractor will have a skilled artisan or similar on site within the following timelines:

No	Notification Time	Turn around	Expected time of support on site
1	06:00 – 11:00	Same day	Between 12:00 and 17:00 same day
2	11:00 – 17:00	Next day (within 24hrs)	Between 06:00 and 17:00 the following

			day
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These priority repairs will only be invoked when the need for return to service of a particular site is critical and as such the instruction for a priority repair can only come via the Engineer. Due to the urgency of these repairs a designated Priority repair WhatsApp group will be developed to promote fast information transfer as well as provide a record for time of notification. This will be followed up telephonically and formalised via email.

This item will include an travel, administration and time related costs for a skilled artisan to get to site within the stipulated turnaround times including 1 hour of onsite labour.

Any additional hours required will be paid from the labour rates indicated under C3.1.5. Including if an assistant is required no additional priority/call out rate will be implemented but the time spent on site fault finding/resolving the breakdown will also be paid via the labour rate items under C3.1.5.

C3.1.6.1 Call out- Clermont TS

This item is to include all requirements as per C.3.1.6 with specific travel distance applicable to Clermont TS.

C3.1.6.2 Call out- Umlazi TS

This item is to include all requirements as per C.3.1.6 with specific travel distance applicable to Umlazi TS.

C3.1.6.3 Call out- Electron Road

This item is to include all requirements as per C.3.1.6 with specific travel distance applicable to Electron Rd TS.

C3.1.6.4 Call out- Chatsworth

This item is to include all requirements as per C.3.1.6 with specific travel distance applicable to Chatsworth TS.

C3.1.6.5 Call out- Flower Road

This item is to include all requirements as per C.3.1.6 with specific travel distance applicable to Flower Rd TS.

C3.1.6.6 Call out- Mt Edgecombe

This item is to include all requirements as per C.3.1.6 with specific travel distance applicable to Mt Edgecombe TS.

C3.1.6.7 Call out- Amanzimtoti TS

This item is to include all requirements as per C.3.1.6 with specific travel distance applicable to Amanzimtoti TS.

C3.1.6.8 Call out- Hammarsdale

This item is to include all requirements as per C.3.1.6 with specific travel distance applicable to Hammarsdale TS.

C3.1.7 TRAVEL COSTS

An accommodation in the BOQ (Section C) is made for travel costs to get to each of the sites for repairs, breakdowns and maintenance works.

This rate is to include the direct costs of travel (fuel & maintenance) in the form of rate (in Rands) per kilometre.

It is expected that the contractors base of operations is within the eThekweni municipality boundaries and a maximum allowance of one (1) hour total (thirty (30) minutes each way) can be

made from the labour items to accommodate travel time (to be separately indicated on invoicing).

Unnecessary trips resulting from the contractor failing to complete the scope of works possible for the day due to slow performance or failing bring the required equipment, consumables and spares will not be claimable as an additional trip. If multiple trips are required this needs to be raised for approval by the engineer in the planning process.

The travel costs item is only for travel between contractor workshop and the various sites (standard distances to be set up on contract commencement) and cannot be utilised for the collection of spares, components and other works, this is accommodated in the mark-up item.

C3.1.8 SERVICE PLAN

Included below in tables below are the respective systems, its service item and advised service requirement.

The contractor may also schedule the maintenance as they see fit whether weekly or daily plans as long as the objective is met.

The contractor within the contract period is expected to complete monthly services, quarterly services, 6 monthly services, annual services and a 3-yearly services. A program will need to be developed to road map when the services will be undertaken to the approval of the engineer.

These services may include but are not limited to the services outlined in the tables below. It must be noted that this is only a guideline/example of how the servicing schedule will be structured and based on operational, budgetary and equipment performance this schedule will be adjusted to suit.

The services fall on the BOQ and payment items indicated after each service specification. At the time of contract submission it is not expected that the monthly servicing will be required, however it is pertinent to determine the rate should these services become relevant at a later point within the contract period.

C3.1.8.1 MONTHLY SERVICE PLAN

Monthly services will mostly consist of visual inspections of the equipment's. It is advisable that the contractor also creates a spreadsheet of all the equipment's per site so that visual inspections, measurements, details and additional notes will be recorded for future reference and tracking.

At the time of contract submission, it is not expected that monthly servicing will be required, however it is pertinent to determine the rate should these services become relevant at a later point within the contract period.

The monthly service will include the following as a minimum and at the discretion of the engineer may include additional aspects as the requirement presents itself.

System	Service Item	Service Requirement
Compactor	Hydraulic compactor motors	<ul style="list-style-type: none">• Check & if required Lubricate rolling bearing,• Check and clean terminals. Perform visual• Inspect and record and report any unusual behaviour, leak, sound or heat.
	Hydraulic motor top ram	<ul style="list-style-type: none">• Check & if required Lubricate rolling bearing,• Check and clean terminals. Perform visual• Inspect and record and report any unusual behaviour, leak, sound or heat.
	Compactor	<ul style="list-style-type: none">• Check & if required Lubricate rolling bearing,

System	Service Item	Service Requirement
		<ul style="list-style-type: none"> • Check and clean terminals. Perform visual • Inspect and record and report any unusual behaviour, leak, sound or heat. • Inspect cooling fan functionality.
	Oil Tank	<ul style="list-style-type: none"> • Check Oil Level • Check condition of Oil visually • Check for Oil Leaks • Check Condition of Tank • Clean exterior of tank with degreaser
	Hydraulic System	<ul style="list-style-type: none"> • Monitor System for proper operation • Check Hoses for wear, damage and age • Check for leaks • Check manifold connections • Check pump/system for vibration, wear, damage (touch, audible) • Check gauges and operational pressures within limits and record for future monitoring • Monitor cycle time and record for future monitoring/performance checking • Inspect hydraulic cylinder shaft for signs of wear/scoring • Clean system with degreaser
	Electrical and controls	<ul style="list-style-type: none"> • Check limit switch condition and functionality including striker arm and striker activator (on ram) • Check voltage dips and voltage sags. • Check conditions of operator controls • Check ammeter and range during operation – record current draw for future monitoring • Test Emergency Stops
Battering box & Compactor Frame	Ram guides	<ul style="list-style-type: none"> • To be inspected for damage • Lubricated as required • Check secureness of guides and slide bushes • Check trueness of ram movement
	Ram	<ul style="list-style-type: none"> • Visually inspect ram for any major defects • Inspect operation of rodding flaps
	Battering box	<ul style="list-style-type: none"> • Visually inspect for major defects
Traversing System	Motor Shifting device	<ul style="list-style-type: none"> • Check and if required lubricate plain and rolling bearings
	***Rails	<ul style="list-style-type: none"> • Inspect Rails • Check for damage • Check for rail joint misalignment, gaps, ridges, secureness • Check end stops • Ensure limit switches are operational
	Drive Mechanism	<ul style="list-style-type: none"> • Check condition of chain/cable • Inspect drive chain/sprockets • Check gearbox for oil leaks and check level if sight glass present • Check gear motor mounting for condition and secureness • Monitor for noises and abnormal operation • Ensure chain/cable idler is free moving, clean, free of obstructions, free from damage

System	Service Item	Service Requirement
		<ul style="list-style-type: none"> • Check idler mounting condition and secureness • Check drive drum/chain sprocket for wear and tear • Check tensioning devices and rollers, lubricate as necessary • Check cable has minimum of 3 rope turns at each extreme end of travel and the cable is securely attached to the cable drum.
	Dollies	<ul style="list-style-type: none"> • Inspect dollies and monitor for smooth operation • Check wheel flanges • Check clamping mechanisms for wear • Check dolly connections and “bumper” condition
General	Compaction House & Traversing drive house	<ul style="list-style-type: none"> • Inspect for corrosion • Inspect joints/bolted connections visually • Check condition of sheeting

C3.1.8.1.1 PAYMENT REFERENCES – MONTHLY SERVICE

C3.1.8.1.1.1 ELECTRON ROAD TS MONTHLY SERVICE PAYMENT

The service items are all inclusive in relation to the scope specific to the monthly servicing requirements (C3.1.8.1 MONTHLY SERVICE PLAN).

The pricing is to cater for the monthly service scope and to include the following:

1. Completion of the scope
2. All spares implicitly required for the service
3. All labour
4. All consumables
5. All travel
6. Any required equipment
7. Any required outworks
8. Administration required to complete the service including:
 - a. Check sheets
 - b. Reports
 - c. Recommendations for issues
 - d. Capturing of any downtime and other statistical information required to inform future maintenance planning.

C3.1.8.1.1.2 CLERMONT TS MONTHLY SERVICE PAYMENT

The service items are all inclusive in relation to the scope specific to the monthly servicing requirements (C3.1.8.1 MONTHLY SERVICE PLAN).

The pricing is to cater for the monthly service scope and to include the following:

1. Completion of the scope
2. All spares implicitly required for the service
3. All labour
4. All consumables
5. All travel
6. Any required equipment
7. Any required outworks
8. Administration required to complete the service including:
 - a. Check sheets

- b. Reports
- c. Recommendations for issues
- d. Capturing of any downtime and other statistical information required to inform future maintenance planning.

C3.1.8.1.1.3 UMLAZI TS MONTHLY SERVICE PAYMENT

The service items are all inclusive in relation to the scope specific to the monthly servicing requirements (C3.1.8.1 MONTHLY SERVICE PLAN).

The pricing is to cater for the monthly service scope and to include the following:

- 1. Completion of the scope
- 2. All spares implicitly required for the service
- 3. All labour
- 4. All consumables
- 5. All travel
- 6. Any required equipment
- 7. Any required outworks
- 8. Administration required to complete the service including:
 - a. Check sheets
 - b. Reports
 - c. Recommendations for issues
 - d. Capturing of any downtime and other statistical information required to inform future maintenance planning.

C3.1.8.1.1.4 CHATSWORTH TS MONTHLY SERVICE PAYMENT

The service items are all inclusive in relation to the scope specific to the monthly servicing requirements (C3.1.8.1 MONTHLY SERVICE PLAN).

The pricing is to cater for the monthly service scope and to include the following:

- 1. Completion of the scope
- 2. All spares implicitly required for the service
- 3. All labour
- 4. All consumables
- 5. All travel
- 6. Any required equipment
- 7. Any required outworks
- 8. Administration required to complete the service including:
 - a. Check sheets
 - b. Reports
 - c. Recommendations for issues
 - d. Capturing of any downtime and other statistical information required to inform future maintenance planning.

C3.1.8.1.1.5 HAMMARSDALE TS MONTHLY SERVICE PAYMENT

The service items are all inclusive in relation to the scope specific to the monthly servicing requirements (C3.1.8.1 MONTHLY SERVICE PLAN).

The pricing is to cater for the monthly service scope and to include the following:

- 1. Completion of the scope
- 2. All spares implicitly required for the service
- 3. All labour
- 4. All consumables
- 5. All travel
- 6. Any required equipment

7. Any required outworks
8. Administration required to complete the service including:
 - a. Check sheets
 - b. Reports
 - c. Recommendations for issues
 - d. Capturing of any downtime and other statistical information required to inform future maintenance planning.

C3.1.8.1.1.6 MT EDGEcombe TS MONTHLY SERVICE PAYMENT

The service items are all inclusive in relation to the scope specific to the monthly servicing requirements (C3.1.8.1 MONTHLY SERVICE PLAN).

The pricing is to cater for the monthly service scope and to include the following:

1. Completion of the scope
2. All spares implicitly required for the service
3. All labour
4. All consumables
5. All travel
6. Any required equipment
7. Any required outworks
8. Administration required to complete the service including:
 - a. Check sheets
 - b. Reports
 - c. Recommendations for issues
 - d. Capturing of any downtime and other statistical information required to inform future maintenance planning.

C3.1.8.1.1.7 FLOWER RD TS MONTHLY SERVICE PAYMENT

The service items are all inclusive in relation to the scope specific to the monthly servicing requirements (C3.1.8.1 MONTHLY SERVICE PLAN).

The pricing is to cater for the monthly service scope and to include the following:

1. Completion of the scope
2. All spares implicitly required for the service
3. All labour
4. All consumables
5. All travel
6. Any required equipment
7. Any required outworks
8. Administration required to complete the service including:
 - a. Check sheets
 - b. Reports
 - c. Recommendations for issues
 - d. Capturing of any downtime and other statistical information required to inform future maintenance planning.

C3.1.8.1.1.8 AMANZIMTOTI TS MONTHLY SERVICE PAYMENT

The service items are all inclusive in relation to the scope specific to the monthly servicing requirements (C3.1.8.1 MONTHLY SERVICE PLAN).

The pricing is to cater for the monthly service scope and to include the following:

1. Completion of the scope
2. All spares implicitly required for the service
3. All labour
4. All consumables
5. All travel

-
6. Any required equipment
 7. Any required outworks
 8. Administration required to complete the service including:
 - a. Check sheets
 - b. Reports
 - c. Recommendations for issues
 - d. Capturing of any downtime and other statistical information required to inform future maintenance planning.

C3.1.8.2 QUARTERLY SERVICE PLAN

The quarterly monthly services will include all items in the monthly service (C3.1.8.1) with the additional following items as a minimum and at the discretion of the engineer may include additional aspects as the requirement presents itself.

Quarterly Service		
System	Service Item	Service Requirement
PLC	LED indicators, fuses, power supply	<ul style="list-style-type: none"> Check LED indicatory. Check battery or supply status, input voltage. Audit parts. Program functionality. Check proper connection of I/O's.
Control Panel and control room (Electron road TS)	Screen Buttons Body	<ul style="list-style-type: none"> Check screen display Check button responsiveness. Check body defects. Check air ventilation on the control rooms.
Compactor	Hydraulic System	<ul style="list-style-type: none"> Check valve operation Check easily accessible hydraulic filters for condition
	Electrical and controls	<ul style="list-style-type: none"> Check for proper operation of plc/relays/contactors Check for signs of heat/burn-in Clean inside and out of control panel/box Check condition of control box
Battering box & Compactor Frame	Ram guides	<ul style="list-style-type: none"> Inspect wear on nylon/Vesconite ram guides and record for future monitoring Adjust guides as necessary
	Ram	<ul style="list-style-type: none"> Check Scraper flap for wear and proper operation Clevis joints and pins to be inspected for wear as well as any abnormalities
	Battering box	<ul style="list-style-type: none"> Check for plate wear and tear and record for future comparison. Check wear plate connections to frame
Traversing System	Drive Mechanism	<ul style="list-style-type: none"> Lubricate drive chain/sprockets Check chain drive sprockets/chain for wear
	Bogies	<ul style="list-style-type: none"> Lubricate dolly wheels

C3.1.8.2.1 PAYMENT REFERENCES – QUARTERLY SERVICE

C3.1.8.2.1.1 ELECTRON ROAD TS QUARTERLY SERVICE PAYMENT

The service items are all inclusive in relation to the scope specific to the quarterly servicing requirements (C3.1.8.2 QUARTERLY SERVICE PLAN).

The pricing is to cater for the quarterly service scope and to include the following:

1. Completion of the scope
2. All spares implicitly required for the service
3. All labour
4. All consumables
5. All travel
6. Any required equipment
7. Any required outworks
8. Administration required to complete the service including:
 - a. Check sheets
 - b. Reports

- c. Recommendations for issues
- d. Capturing of any downtime and other statistical information required to inform future maintenance planning.

C3.1.8.2.1.2 CLERMONT TS QUARTERLY SERVICE PAYMENT

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The pricing is to cater for the quarterly service scope and to include the following:

- 1. Completion of the scope
- 2. All spares implicitly required for the service
- 3. All labour
- 4. All consumables
- 5. All travel
- 6. Any required equipment
- 7. Any required outworks
- 8. Administration required to complete the service including:
 - a. Check sheets
 - b. Reports
 - c. Recommendations for issues
 - d. Capturing of any downtime and other statistical information required to inform future maintenance planning.

C3.1.8.2.1.3 UMLAZI TS QUARTERLY SERVICE PAYMENT

The service items are all inclusive in relation to the scope specific to the quarterly servicing requirements (C3.1.8.2 QUARTERLY SERVICE PLAN).

The pricing is to cater for the quarterly service scope and to include the following:

- 1. Completion of the scope
- 2. All spares implicitly required for the service
- 3. All labour
- 4. All consumables
- 5. All travel
- 6. Any required equipment
- 7. Any required outworks
- 8. Administration required to complete the service including:
 - a. Check sheets
 - b. Reports
 - c. Recommendations for issues
 - d. Capturing of any downtime and other statistical information required to inform future maintenance planning.

C3.1.8.2.1.4 CHATSWORTH TS QUARTERLY SERVICE PAYMENT

The service items are all inclusive in relation to the scope specific to the quarterly servicing requirements (C3.1.8.2 QUARTERLY SERVICE PLAN).

The pricing is to cater for the quarterly service scope and to include the following:

- 1. Completion of the scope
- 2. All spares implicitly required for the service
- 3. All labour
- 4. All consumables
- 5. All travel
- 6. Any required equipment
- 7. Any required outworks

8. Administration required to complete the service including:
 - a. Check sheets
 - b. Reports
 - c. Recommendations for issues
 - d. Capturing of any downtime and other statistical information required to inform future maintenance planning.

C3.1.8.2.1.5 HAMMARSDALE TS QUARTERLY SERVICE PAYMENT

The service items are all inclusive in relation to the scope specific to the quarterly servicing requirements (C3.1.8.2 QUARTERLY SERVICE PLAN).

The pricing is to cater for the quarterly service scope and to include the following:

1. Completion of the scope
2. All spares implicitly required for the service
3. All labour
4. All consumables
5. All travel
6. Any required equipment
7. Any required outworks
8. Administration required to complete the service including:
 - a. Check sheets
 - b. Reports
 - c. Recommendations for issues
 - d. Capturing of any downtime and other statistical information required to inform future maintenance planning.

C3.1.8.2.1.6 MT EDGECOMBE TS QUARTERLY SERVICE PAYMENT

The service items are all inclusive in relation to the scope specific to the quarterly servicing requirements (C3.1.8.2 QUARTERLY SERVICE PLAN).

The pricing is to cater for the quarterly service scope and to include the following:

1. Completion of the scope
2. All spares implicitly required for the service
3. All labour
4. All consumables
5. All travel
6. Any required equipment
7. Any required outworks
8. Administration required to complete the service including:
 - a. Check sheets
 - b. Reports
 - c. Recommendations for issues
 - d. Capturing of any downtime and other statistical information required to inform future maintenance planning.

C3.1.8.2.1.7 FLOWER RD TS QUARTERLY SERVICE PAYMENT

The service items are all inclusive in relation to the scope specific to the quarterly servicing requirements (C3.1.8.2 QUARTERLY SERVICE PLAN).

The pricing is to cater for the quarterly service scope and to include the following:

1. Completion of the scope
2. All spares implicitly required for the service
3. All labour
4. All consumables
5. All travel
6. Any required equipment

7. Any required outworks
8. Administration required to complete the service including:
 - a. Check sheets
 - b. Reports
 - c. Recommendations for issues
 - d. Capturing of any downtime and other statistical information required to inform future maintenance planning.

C3.1.8.2.1.8 AMANZIMTOTI TS QUARTERLY SERVICE PAYMENT

The service items are all inclusive in relation to the scope specific to the quarterly servicing requirements (C3.1.8.2 QUARTERLY SERVICE PLAN).

The pricing is to cater for the quarterly service scope and to include the following:

1. Completion of the scope
2. All spares implicitly required for the service
3. All labour
4. All consumables
5. All travel
6. Any required equipment
7. Any required outworks
8. Administration required to complete the service including:
 - a. Check sheets
 - b. Reports
 - c. Recommendations for issues
 - d. Capturing of any downtime and other statistical information required to inform future maintenance planning.

C3.1.8.3 SIX (6) MONTHLY SERVICE PLAN

The six monthly services will include all items in the quarterly monthly services (C3.1.8.2) with the additional following items as a minimum and at the discretion of the engineer may include additional aspects as the requirement presents itself.

Six (6) Monthly Service		
System	Service Item	Service Requirement
Compactor	Hydraulic System	<ul style="list-style-type: none"> Reset system pressures to design/agreed upon settings.
Cable drum system	Cable drum system	<ul style="list-style-type: none"> Inspect the structure of the cable drum. Assess the tension of the cable. Check the condition of the slip rings.
Electrical	Transformers	<ul style="list-style-type: none"> Take oil samples send to lab to detect breakdown strength, impurities, moisture and acidity (if applicable). Measure grounding resistance, bushings. Conduct full load and no-load tests if required and calculate voltage regulation
General	Compaction Bins	<ul style="list-style-type: none"> Survey all compaction bins, and generate report on condition, areas requiring attention.

C3.1.8.3.1 PAYMENT REFERENCES – SIX MONTHLY SERVICE

C3.1.8.3.1.1 ELECTRON ROAD TS SIX MONTHLY SERVICE PAYMENT

The service items are all inclusive in relation to the scope specific to the six-monthly servicing requirements (C3.1.8.3 SIX MONTHLY SERVICE PLAN).

The pricing is to cater for the six-monthly service scope and to include the following:

1. Completion of the scope
2. All spares implicitly required for the service
3. All labour
4. All consumables
5. All travel
6. Any required equipment
7. Any required outworks
8. Administration required to complete the service including:
 - a. Check sheets
 - b. Reports
 - c. Recommendations for issues
 - d. Capturing of any downtime and other statistical information required to inform future maintenance planning.

C3.1.8.3.1.2 CLERMONT TS SIX MONTHLY SERVICE PAYMENT

The service items are all inclusive in relation to the scope specific to the six-monthly servicing requirements (C3.1.8.3 SIX MONTHLY SERVICE PLAN).

The pricing is to cater for the six-monthly service scope and to include the following:

1. Completion of the scope
2. All spares implicitly required for the service
3. All labour
4. All consumables

5. All travel
6. Any required equipment
7. Any required outworks
8. Administration required to complete the service including:
 - a. Check sheets
 - b. Reports
 - c. Recommendations for issues
 - d. Capturing of any downtime and other statistical information required to inform future maintenance planning.

C3.1.8.3.1.3 UMLAZI TS SIX MONTHLY SERVICE PAYMENT

The service items are all inclusive in relation to the scope specific to the six-monthly servicing requirements (C3.1.8.3 SIX MONTHLY SERVICE PLAN).

The pricing is to cater for the six-monthly service scope and to include the following:

1. Completion of the scope
2. All spares implicitly required for the service
3. All labour
4. All consumables
5. All travel
6. Any required equipment
7. Any required outworks
8. Administration required to complete the service including:
 - a. Check sheets
 - b. Reports
 - c. Recommendations for issues
 - d. Capturing of any downtime and other statistical information required to inform future maintenance planning.

C3.1.8.3.1.4 CHATSWORTH TS SIX MONTHLY SERVICE PAYMENT

The service items are all inclusive in relation to the scope specific to the six-monthly servicing requirements (C3.1.8.3 SIX MONTHLY SERVICE PLAN).

The pricing is to cater for the six-monthly service scope and to include the following:

1. Completion of the scope
2. All spares implicitly required for the service
3. All labour
4. All consumables
5. All travel
6. Any required equipment
7. Any required outworks
8. Administration required to complete the service including:
 - a. Check sheets
 - b. Reports
 - c. Recommendations for issues
 - d. Capturing of any downtime and other statistical information required to inform future maintenance planning.

C3.1.8.3.1.5 HAMMARSDALE TS SIX MONTHLY SERVICE PAYMENT

The service items are all inclusive in relation to the scope specific to the six-monthly servicing requirements (C3.1.8.3 SIX MONTHLY SERVICE PLAN).

The pricing is to cater for the six monthly service scope and to include the following:

1. Completion of the scope

2. All spares implicitly required for the service
3. All labour
4. All consumables
5. All travel
6. Any required equipment
7. Any required outworks
8. Administration required to complete the service including:
 - a. Check sheets
 - b. Reports
 - c. Recommendations for issues
 - d. Capturing of any downtime and other statistical information required to inform future maintenance planning.

C3.1.8.3.1.6 MT EDGECOMBE TS SIX MONTHLY SERVICE PAYMENT

The service items are all inclusive in relation to the scope specific to the six-monthly servicing requirements (C3.1.8.3 SIX MONTHLY SERVICE PLAN).

The pricing is to cater for the six-monthly service scope and to include the following:

1. Completion of the scope
2. All spares implicitly required for the service
3. All labour
4. All consumables
5. All travel
6. Any required equipment
7. Any required outworks
8. Administration required to complete the service including:
 - a. Check sheets
 - b. Reports
 - c. Recommendations for issues
 - d. Capturing of any downtime and other statistical information required to inform future maintenance planning.

C3.1.8.3.1.7 FLOWER RD TS SIX MONTHLY SERVICE PAYMENT

The service items are all inclusive in relation to the scope specific to the six-monthly servicing requirements (C3.1.8.3 SIX MONTHLY SERVICE PLAN).

The pricing is to cater for the six-monthly service scope and to include the following:

1. Completion of the scope
2. All spares implicitly required for the service
3. All labour
4. All consumables
5. All travel
6. Any required equipment
7. Any required outworks
8. Administration required to complete the service including:
 - a. Check sheets
 - b. Reports
 - c. Recommendations for issues
 - d. Capturing of any downtime and other statistical information required to inform future maintenance planning.

C3.1.8.3.1.8 AMANZIMTOTI TS SIX MONTHLY SERVICE PAYMENT

The service items are all inclusive in relation to the scope specific to the six monthly servicing requirements (C3.1.8.3 SIX MONTHLY SERVICE PLAN).

The pricing is to cater for the six monthly service scope and to include the following:

-
1. Completion of the scope
 2. All spares implicitly required for the service
 3. All labour
 4. All consumables
 5. All travel
 6. Any required equipment
 7. Any required outworks
 8. Administration required to complete the service including:
 - a. Check sheets
 - b. Reports
 - c. Recommendations for issues
 - d. Capturing of any downtime and other statistical information required to inform future maintenance planning.

C3.1.8.4 YEARLY SERVICE

The annual services will include all items in the six-monthly services (C3.1.6.3) with the additional following items as a minimum and at the discretion of the engineer may include additional aspects as the requirement presents itself

Annual Service		
System	Service Item	Service Requirement
Electrical	<ul style="list-style-type: none"> Contactors Circuit breakers PLCs Wiring Cables Proximity sensors 	<ul style="list-style-type: none"> Replace old contactors Check the condition of circuit breakers and if necessary perform circuit breaker tests. Check the program functionality Check if wiring still applies to South African wiring standards, check wire insulation. Visually inspect the condition of cables that go from the panel to E-stops, bogies and other parts of the system. Test for possible short circuits etc. Replace non-working proximity sensors
	Oil Tank	<ul style="list-style-type: none"> Take oil sample for analysis (wear, contaminant, lubrication properties) and record/report results for future monitoring. Drain tank through external oil pump and filter assembly, clean out excessive sludge from bottom of tank, refill with new oil depending on oil sample results <p>Replace return line filters and tank breathers</p>
	Hydraulic System	<ul style="list-style-type: none"> Inspect Hydraulic pump coupling Lubricate Hydraulic Motor rolling bearing Check connection of motor terminals Lubricate Oil/Air system motor rolling bearing Check all terminals for firm connection
Battering box & Compactor Frame	Frame	Inspect for corrosion, cracks and damage
Traversing System	Drive Mechanism	<p>Check gearbox oil levels still satisfactory</p> <p>Clean motor cooling airways</p>
	Dollies	<p>Complete Structural Survey of dolly frame</p> <p>Check all bolts</p>
	Cable Drum	<ul style="list-style-type: none"> Check and clean slip ring Check all fastening parts Check seals Check line feedings
Chute	Chute plating	Check for wear and integrity of plates and record for future monitoring
	Structure	Inspect for corrosion and carry out localised mechanical cleaning and corrosion preventative painting

C3.1.8.4.1 PAYMENT REFERENCES – YEARLY SERVICE

C3.1.8.4.1.1 ELECTRON ROAD TS YEARLY SERVICE PAYMENT

The service items are all inclusive in relation to the scope specific to the yearly servicing requirements (C3.1.8.4 YEARLY SERVICE PLAN).

The pricing is to cater for the yearly service scope and to include the following:

1. Completion of the scope
2. All spares implicitly required for the service
3. All labour
4. All consumables
5. All travel
6. Any required equipment
7. Any required outworks
8. Administration required to complete the service including:
 - a. Check sheets
 - b. Reports
 - c. Recommendations for issues
 - d. Capturing of any downtime and other statistical information required to inform future maintenance planning.

C3.1.8.4.1.2 CLERMONT TS YEARLY SERVICE PAYMENT

The service items are all inclusive in relation to the scope specific to the yearly servicing requirements (C3.1.8.4 YEARLY SERVICE PLAN).

The pricing is to cater for the yearly service scope and to include the following:

1. Completion of the scope
2. All spares implicitly required for the service
3. All labour
4. All consumables
5. All travel
6. Any required equipment
7. Any required outworks
8. Administration required to complete the service including:
 - a. Check sheets
 - b. Reports
 - c. Recommendations for issues
 - d. Capturing of any downtime and other statistical information required to inform future maintenance planning.

C3.1.8.4.1.3 UMLAZI TS YEARLY SERVICE PAYMENT

The service items are all inclusive in relation to the scope specific to the yearly servicing requirements (C3.1.8.4 YEARLY SERVICE PLAN).

The pricing is to cater for the yearly service scope and to include the following:

1. Completion of the scope
2. All spares implicitly required for the service
3. All labour
4. All consumables
5. All travel
6. Any required equipment
7. Any required outworks

8. Administration required to complete the service including:
 - a. Check sheets
 - b. Reports
 - c. Recommendations for issues
 - d. Capturing of any downtime and other statistical information required to inform future maintenance planning.

C3.1.8.4.1.4 CHATSWORTH TS YEARLY SERVICE PAYMENT

The service items are all inclusive in relation to the scope specific to the yearly servicing requirements (C3.1.8.4 YEARLY SERVICE PLAN).

The pricing is to cater for the yearly service scope and to include the following:

1. Completion of the scope
2. All spares implicitly required for the service
3. All labour
4. All consumables
5. All travel
6. Any required equipment
7. Any required outworks
8. Administration required to complete the service including:
 - a. Check sheets
 - b. Reports
 - c. Recommendations for issues
 - d. Capturing of any downtime and other statistical information required to inform future maintenance planning.

C3.1.8.4.1.5 HAMMARSDALE TS YEARLY SERVICE PAYMENT

The service items are all inclusive in relation to the scope specific to the yearly servicing requirements (C3.1.8.4 YEARLY SERVICE PLAN).

The pricing is to cater for the yearly service scope and to include the following:

1. Completion of the scope
2. All spares implicitly required for the service
3. All labour
4. All consumables
5. All travel
6. Any required equipment
7. Any required outworks
8. Administration required to complete the service including:
 - a. Check sheets
 - b. Reports
 - c. Recommendations for issues
 - d. Capturing of any downtime and other statistical information required to inform future maintenance planning.

C3.1.8.4.1.6 MT EDGEcombe TS YEARLY SERVICE PAYMENT

The service items are all inclusive in relation to the scope specific to the yearly servicing requirements (C3.1.8.4 YEARLY SERVICE PLAN).

The pricing is to cater for the yearly service scope and to include the following:

1. Completion of the scope
2. All spares implicitly required for the service
3. All labour
4. All consumables
5. All travel

6. Any required equipment
7. Any required outworks
8. Administration required to complete the service including:
 - a. Check sheets
 - b. Reports
 - c. Recommendations for issues
 - d. Capturing of any downtime and other statistical information required to inform future maintenance planning.

C3.1.8.4.1.7 FLOWER RD TS YEARLY SERVICE PAYMENT

The service items are all inclusive in relation to the scope specific to the yearly servicing requirements (C3.1.8.4 YEARLY SERVICE PLAN).

The pricing is to cater for the yearly service scope and to include the following:

1. Completion of the scope
2. All spares implicitly required for the service
3. All labour
4. All consumables
5. All travel
6. Any required equipment
7. Any required outworks
8. Administration required to complete the service including:
 - a. Check sheets
 - b. Reports
 - c. Recommendations for issues
 - d. Capturing of any downtime and other statistical information required to inform future maintenance planning.

C3.1.8.4.1.8 AMANZIMTOTI TS YEARLY SERVICE PAYMENT

The service items are all inclusive in relation to the scope specific to the yearly servicing requirements (C3.1.8.4 YEARLY SERVICE PLAN).

The pricing is to cater for the yearly service scope and to include the following:

1. Completion of the scope
2. All spares implicitly required for the service
3. All labour
4. All consumables
5. All travel
6. Any required equipment
7. Any required outworks
8. Administration required to complete the service including:
 - a. Check sheets
 - b. Reports
 - c. Recommendations for issues
 - d. Capturing of any downtime and other statistical information required to inform future maintenance planning.

C3.1.8.5 THREE (3) YEARLY SERVICE

The 3 yearly services will include all items in the annual services (C3.1.8.4) with the additional following items as a minimum and at the discretion of the engineer may include additional aspects as the requirement presents itself.

Three Yearly Service		
System	Service Item	Service Requirement
Compactor	Hydraulic System	<ul style="list-style-type: none">• Replace all manifold/valve O-rings• Inspect all hydraulic hoses for damages, cracks and leaks
Traversing System	Rails	<ul style="list-style-type: none">• Check levels and trueness of rails
	Drive Mechanism	<ul style="list-style-type: none">• Replace Oil in gear motor unit
	Cable drum system	<ul style="list-style-type: none">• Inspect structure for damages
	Cables	<ul style="list-style-type: none">• Test for short circuits and faults and replace damaged cables.
HVAC	Cooling fans	<ul style="list-style-type: none">• Replace old and damaged motor cooling fans.

C3.1.8.5.1 PAYMENT REFERENCES – THREE YEARLY SERVICE

C3.1.8.5.1.1 ELECTRON ROAD TS THREE YEARLY SERVICE PAYMENT

The service items are all inclusive in relation to the scope specific to the three yearly servicing requirements (C3.1.8.5 THREE YEARLY SERVICE PLAN).

The pricing is to cater for the three yearly service scope and to include the following:

1. Completion of the scope
2. All spares implicitly required for the service
3. All labour
4. All consumables
5. All travel
6. Any required equipment
7. Any required outworks
8. Administration required to complete the service including:
 - a. Check sheets
 - b. Reports
 - c. Recommendations for issues
 - d. Capturing of any downtime and other statistical information required to inform future maintenance planning.

C3.1.8.5.1.2 CLERMONT TS THREE YEARLY SERVICE PAYMENT

The service items are all inclusive in relation to the scope specific to the three yearly servicing requirements (C3.1.8.5 THREE YEARLY SERVICE PLAN).

The pricing is to cater for the three yearly service scope and to include the following:

1. Completion of the scope
2. All spares implicitly required for the service
3. All labour
4. All consumables
5. All travel
6. Any required equipment
7. Any required outworks
8. Administration required to complete the service including:
 - a. Check sheets

- b. Reports
- c. Recommendations for issues
- d. Capturing of any downtime and other statistical information required to inform future maintenance planning.

C3.1.8.5.1.3 UMLAZI TS THREE YEARLY SERVICE PAYMENT

The service items are all inclusive in relation to the scope specific to the three yearly servicing requirements (C3.1.8.5 THREE YEARLY SERVICE PLAN).

The pricing is to cater for the three yearly service scope and to include the following:

- 1. Completion of the scope
- 2. All spares implicitly required for the service
- 3. All labour
- 4. All consumables
- 5. All travel
- 6. Any required equipment
- 7. Any required outworks
- 8. Administration required to complete the service including:
 - a. Check sheets
 - b. Reports
 - c. Recommendations for issues
 - d. Capturing of any downtime and other statistical information required to inform future maintenance planning.

C3.1.8.5.1.4 CHATSWORTH TS THREE YEARLY SERVICE PAYMENT

The service items are all inclusive in relation to the scope specific to the three yearly servicing requirements (C3.1.8.5 THREE YEARLY SERVICE PLAN).

The pricing is to cater for the three yearly service scope and to include the following:

- 1. Completion of the scope
- 2. All spares implicitly required for the service
- 3. All labour
- 4. All consumables
- 5. All travel
- 6. Any required equipment
- 7. Any required outworks
- 8. Administration required to complete the service including:
 - a. Check sheets
 - b. Reports
 - c. Recommendations for issues
 - d. Capturing of any downtime and other statistical information required to inform future maintenance planning.

C3.1.8.5.1.5 HAMMARSDALE TS THREE YEARLY SERVICE PAYMENT

The service items are all inclusive in relation to the scope specific to the three yearly servicing requirements (C3.1.8.5 THREE YEARLY SERVICE PLAN).

The pricing is to cater for the three yearly service scope and to include the following:

- 1. Completion of the scope
- 2. All spares implicitly required for the service
- 3. All labour
- 4. All consumables
- 5. All travel
- 6. Any required equipment

7. Any required outworks
8. Administration required to complete the service including:
 - a. Check sheets
 - b. Reports
 - c. Recommendations for issues
 - d. Capturing of any downtime and other statistical information required to inform future maintenance planning.

C3.1.8.5.1.6 MT EDGEcombe TS THREE YEARLY SERVICE PAYMENT

The service items are all inclusive in relation to the scope specific to the three yearly servicing requirements (C3.1.8.5 THREE YEARLY SERVICE PLAN).

The pricing is to cater for the three yearly service scope and to include the following:

1. Completion of the scope
2. All spares implicitly required for the service
3. All labour
4. All consumables
5. All travel
6. Any required equipment
7. Any required outworks
8. Administration required to complete the service including:
 - a. Check sheets
 - b. Reports
 - c. Recommendations for issues
 - d. Capturing of any downtime and other statistical information required to inform future maintenance planning.

C3.1.8.5.1.7 FLOWER RD TS THREE YEARLY SERVICE PAYMENT

The service items are all inclusive in relation to the scope specific to the three yearly servicing requirements (C3.1.8.5 THREE YEARLY SERVICE PLAN).

The pricing is to cater for the three yearly service scope and to include the following:

1. Completion of the scope
2. All spares implicitly required for the service
3. All labour
4. All consumables
5. All travel
6. Any required equipment
7. Any required outworks
8. Administration required to complete the service including:
 - a. Check sheets
 - b. Reports
 - c. Recommendations for issues
 - d. Capturing of any downtime and other statistical information required to inform future maintenance planning.

C3.1.8.5.1.8 AMANZIMTOTI TS THREE YEARLY SERVICE PAYMENT

The service items are all inclusive in relation to the scope specific to the three yearly servicing requirements (C3.1.8.5 THREE YEARLY SERVICE PLAN).

The pricing is to cater for the three yearly service scope and to include the following:

1. Completion of the scope
2. All spares implicitly required for the service
3. All labour
4. All consumables
5. All travel

-
6. Any required equipment
 7. Any required outworks
 8. Administration required to complete the service including:
 - a. Check sheets
 - b. Reports
 - c. Recommendations for issues
 - d. Capturing of any downtime and other statistical information required to inform future maintenance planning.

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 Part 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:

[Detail any factors which may affect the programming of the project]

- (1) Time required for service relocations.
- (2) Time allowances to be made for the ordering of special items.
- (3) Notification required by service organisations.
- (4) Any special sequence in which work must be carried out. Must certain areas of work be finished before work commences on others?
- (5) If delays are anticipated with service relocations the contractor should be asked to allow time.
- (6) Is work required out of normal hours? (eg. to accesses).
- (7) Vehicular access to private property is to be maintained.
- (8) Traffic restrictions.

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

PS.1.3 Requirements for Accommodation of Traffic

PS.1.3.1 General

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

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

“Road signs and markings shall comply with the requirements of **“The South African 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.

Electricity:

240v and 380v are available on site for the contractor to make use of. Contractor will be required to provide the relevant (safe) extensions to the point of work. To note that no manufacturing work is to be carried out onsite, and is to be carried out in a suitably controlled workshop environment.

Water:

There is drinking/wash water on site which is available to the contractor to conduct their works. The change room facilities on sites will not cater for the increased volumes of personnel on site and as such showering/washing up (other than hand washing) will not be permitted via the site change rooms. Contractor to provide own soap, hand wash etc. Toilet facilities will be available however, contractors are to provide their own toilet paper.

Whilst these services are available onsite, should there be an interruption of the services for a reason out of DSW's control the contractor will be required to provide the required services for their work to continue uninterrupted so as to ensure that the work is not delayed.

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.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 OHSA 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 **Part C3.4: Particular Specifications**.

PS.10.2.2 Tenderer's Health and Safety Plan

At tender stage only a brief overview of the tenderers perception on the safety requirements for this contract will be adequate. This will be attached to **Part 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 **Part 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.

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:

- a) Downtimes, meantime to repair, overall equipment effectiveness
- b) Work order management
- c) Efficiency

d) Preventive maintenance compliance (PMC)

C3.4: PARTICULAR SPECIFICATIONS

In addition to the Standardized and Project Specifications the following Particular Specifications / Policies shall apply to this contract and are available on web address:

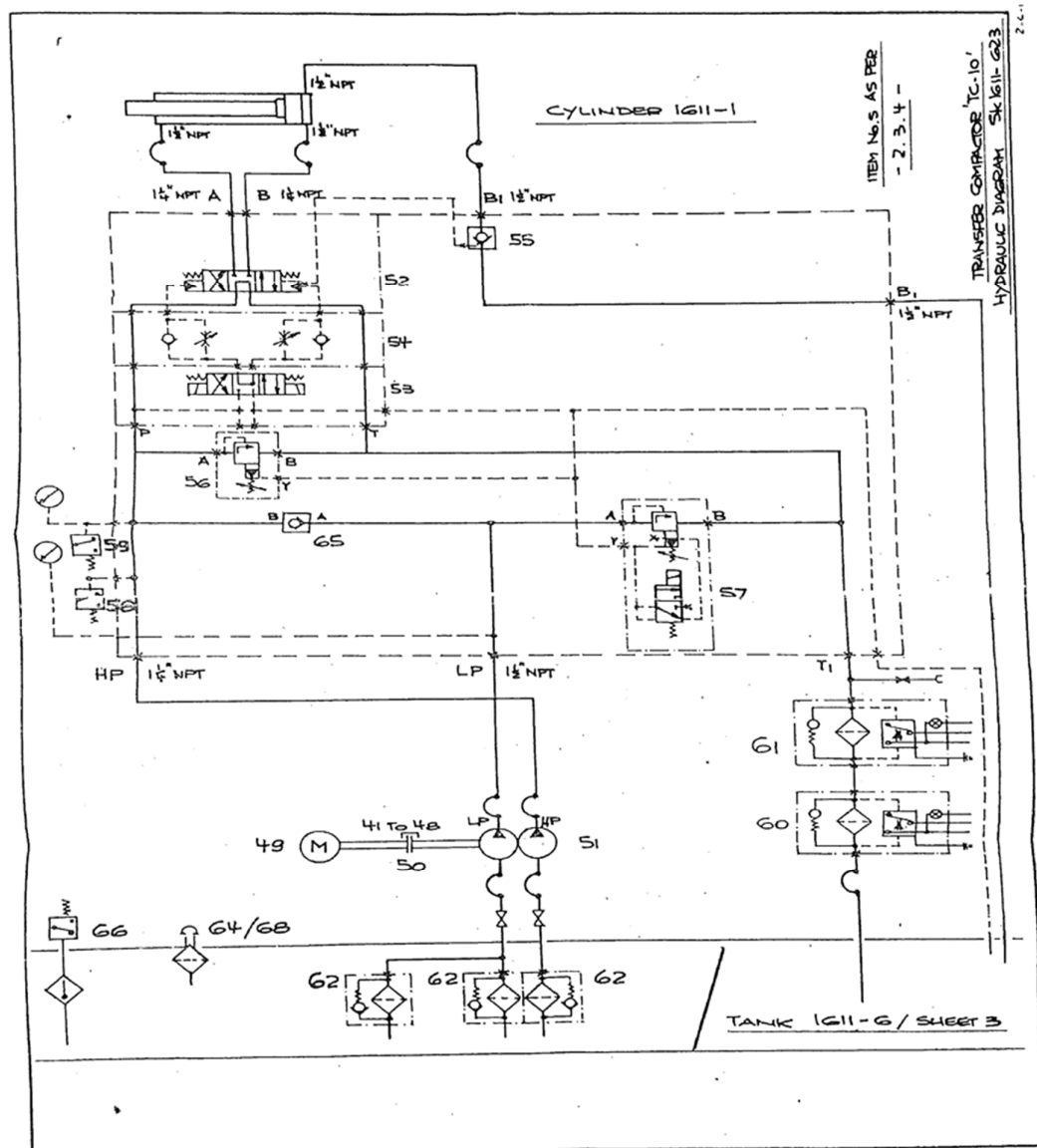
<ftp://ftp.durban.gov.za/cesu/StdContractDocs/>:

- C3.4.1 Part AH - OHSA 1993 Safety Specification
(26 Pages)
- C3.4.2 Standard Environmental Management Plan for Civil Engineering Construction Works
(24 Pages)

C3.5: CONTRACT AND STANDARD DRAWINGS

C3.5.1 CONTRACT DRAWINGS / DETAIL

C3.5.1.1 Example of Hydraulic systems (ME diagram)



C3.6: ANNEXURES

C3.6.1 Insert as required or “There are no Annexures”