



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.

WATER AND SANITATION

Sanitation Operations

PROCUREMENT DOCUMENT

INFRASTRUCTURE

CONTRACT No.: WS7527

**TITLE: Managing Contract for the Operation and Maintenance of the
eThekweni Municipality Informal Settlement Ablution Blocks
(CABs) for a Period of 24 Months: Outer South Area**

Clarification Meeting: There will be no clarification meeting.

Issued by:

WATER AND SANITATION

**WATER AND SANITATION
Sanitation Operations**

Date of Issue: August 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 the service to operate, maintain and ensure adequate functionality of the Informal Settlement - Community Ablution Blocks (CABs) within eThekweni Municipality jurisdiction. The CABs must be open and operable 24 hours a day for 7 days a week on a shift system, with all necessary personal protective equipment supplied. The CABs must have an uninterrupted supply of consumables and cleaning equipment servicing the CAB.

(F.1.1.1) The Employer is the eThekweni Municipality as represented by **Deputy Head: Sanitation Operations**

It is estimated that tenderers should have a CIDB contractor grading designation of **6 CE** (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.

Documents may be collected, up to 3 days prior to the close of tenders, during office hours - **08:00 to 12:30 and 13:15 to 15:15 N/A**

(F.2.7) **There will be no clarification meetings.**

(F.2.8) Queries relating to these documents may be addressed to the Employer's Agent's Representative whose contact details are: **Vusumuzi Mkhwanazi** , **031 311 8798 (t)** , **Vusumuzi.Mkhwanazi@durban.gov.za**

Email queries will be allowed up to 26 August 2022.

All queries received via email (including responses) will be consolidated and posted on the eTenders / Municipal website by 01 September 2022 for the benefit of all tenderers.

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

If registered on the eThekweni Municipality's Vendor Portal, tender submissions can be made electronically (see F.2.13 of the Tender Data).

(F.2.15) Tender offers shall be delivered on or before **Friday, 9 September 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 124 of 2015 of 10 July 2015.

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

T1.2.2 TENDER DATA

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

F.1: GENERAL

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

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

- 1) This procurement document.
- 2) "General Conditions of Contract for Construction Works – 3rd Edition 2015" issued by the South African Institution of Civil Engineering (GCC 2015). This document is obtainable separately, and Tenderers shall obtain their own copies.
- 3) "City of Durban Technical Specifications" hereinafter referred to as the Standard Engineering Specifications. This document is obtainable separately, and Tenderers shall obtain their own copies of the applicable Sections.
- 4) 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).
 - SANS 1921:2004 – Construction and Management Requirements for Works Contract, Parts 1-3.
 - 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 **Vendor Portal** at URLs:

- <https://ethekwinivendor.durban.gov.za/tenders/availabletenders/> ; or
- <https://etenders.treasury.gov.za/>

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

Hard copy versions can be obtained from the Employer at the physical address stated in the **Tender Notice and Invitation to Tender**, upon payment of the non-refundable tender charge.

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

- Vusi Mkhwanazi Pr. Tech Eng
- Tel: 031 311 5738 (t)
- Email: Vusumuzi.Mkhwanazi@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) If the tenderer is required by law to prepare annual financial statements for auditing, the tenderer must submit their audited annual financial statements:
 - i) for the past three years; or
 - ii) since their establishment if established during the past three years;If the tenderer is not required by law to prepare audited financial statements, then the tenderer must submit a Public Interest (PI) Score, whereby if the PI score is above 350 points then the bidder must submit audited financial statements.

F.2.1.1 Eligibility: Only those tenderers who are registered (as "Active") with the CIDB (at time of tender closing), in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, for a CE class of construction work, are eligible to have their tenders evaluated.

Joint ventures are eligible to submit tenders provided that:

- (a) Every member of the joint venture is registered (as "Active") with the CIDB (at time of tender closing);
- (b) The lead partner has a contractor grading designation in the CE class of construction work and has a grading designation of not lower than one level below the required grading designation; and
- (c) The combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations (2013) is equal to or higher than a contractor grading

designation determined in accordance with the sum tendered for a CE class of construction work or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations.

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

A Non-Refundable Tender Charge, as stated in the “Tender Notice and Invitation to Tender”, is applicable if hard copies are obtained from the Cashier.”

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: There will be no clarification meetings].

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. : WS7527
- Contract Title : Managing Contract for the Operation and Maintenance of the eThekweni Municipality Informal Settlement Ablution Blocks (CABs) for a Period of 24 Months: Outer South Area

The Employer’s address for delivery of tender offers is:
the Municipal Building, 166 K.E. Masinga Road
and placed in the **Tender Box** located in the ground floor foyer.

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, 9 September 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.2.20 Submit securities, bonds, policies: The tenderer is required to submit with his tender a letter of

intent from an approved insurer undertaking to provide the Performance Bond to the format included in Part T2.2 of this procurement document.

- 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.

CIDB Registration

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

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

The date of obtaining the above printouts is to be indicated on the printout. Registration with the CIDB must be reflected as “Active” at 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 tender opening will be streamed live on the following platforms:

- Facebook - <https://www.facebook.com/eThekweniM>
- Twitter - <https://twitter.com/eThekweniM>
- LinkedIn - <https://www.linkedin.com/company/ethekwinim>
- YouTube - <https://www.youtube.com/user/eThekweniMuni>

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 financial offer will be reduced to a comparative basis using the Tender Assessment Schedule.

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.

The **90/10** preference points system will be used where the financial value (incl. VAT) of all responsive tenders received have a value in excess of 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.

Only locally produced goods, services, or works, or locally manufactured goods, with a stipulated minimum threshold for Local Production and Content will be considered.

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
Tenderer's Experience		35
Experience of Key Staff	Project Manager	10
	Quantity Surveyor	5
	Civil Technician	5
	Business Development Manager	5
Methodology		25
Quality Control		15
Maximum possible score for Functionality (M_s)		100

The minimum number of evaluation points for Functionality is **60**. 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	Level 5
0	20	40	60	80	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 / Subcriteria	Returnable Schedules
Tenderer's Experience	Experience of Tenderer
Experience of Key Staff	- Proposed Organisation and Staffing - Key Personnel - Experience of Key Personnel
Construction Methodology	- Construction Approach, Methodology, - Schedule of Proposed Subcontractors - Plant and Equipment
Quality Control	Quality Control Statement

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 that were of a value of at least 70% of this tender's value, and had a comparable Scope of Work in terms of technical requirements and operations;
- **“experience”** implies experience on projects of a similar nature;
- **“accredited degree / diploma”** implies a minimum 2-year qualification within the built environment, from a registered University or Institute of Technology.

Criterion: Tenderer's Experience	
Level 0	No information provided; OR submission of no substance / irrelevant information provided
Level 1	To have successfully completed 1 to 2 <u>projects</u> in ablution facility maintenance projects with a minimum requirement of a CIDB Grade 5 CE Contractor Grading. The tenderer must have undertaken cleaning and repairs of ablution facilities (structural defects, fresh and grey water faults and ground rehabilitation stability) which are within sensitive areas such as confined areas, political and social dynamics, below ground services, environmental and manmade areas such as rivers, flood plains and pylons within the past 10 years.
Level 2	To have successfully completed 2 to 3 <u>projects</u> in ablution facility maintenance projects with a minimum requirement of a CIDB Grade 5 CE Contractor Grading. The tenderer must have undertaken cleaning and repairs of ablution facilities (structural defects, fresh and grey water faults and ground rehabilitation stability) which are within sensitive areas such as confined areas, political and social dynamics, below ground services, environmental and manmade areas such as rivers, flood plains and pylons within the past 10 years.
Level 3	To have successfully completed 3 to 4 <u>projects</u> in ablution facility maintenance projects with a minimum requirement of a CIDB Grade 5 CE Contractor Grading. The tenderer must have undertaken cleaning and repairs of ablution facilities (structural defects, fresh and grey water faults and ground rehabilitation stability) which are within sensitive areas such as confined areas, political and social dynamics, below ground services, environmental and manmade areas such as rivers, flood plains and pylons within the past 10 years.
Level 4	To have successfully completed 4 to 5 <u>projects</u> in ablution facility maintenance projects with a minimum requirement of a CIDB Grade 5 CE Contractor Grading. The tenderer must have undertaken cleaning and repairs of ablution facilities (structural defects, fresh and grey water faults and ground rehabilitation stability) which are within sensitive areas such as confined areas, political and social dynamics, below ground services, environmental and manmade areas such as rivers, flood plains and pylons within the past 10 years.
Level 5	To have successfully completed 6+ <u>projects</u> in ablution facility maintenance projects with a minimum requirement of a CIDB Grade 5 CE Contractor Grading. The tenderer must have undertaken cleaning and repairs of ablution facilities (structural defects, fresh and grey water faults and ground rehabilitation stability) which are within sensitive areas such as confined areas, political and social dynamics, below ground services, environmental and manmade areas such as rivers, flood plains and pylons within the past 10 years.

Criterion: Experience of Key Staff				
	Project Manager/Director	Quantity Surveyor	Civil Technician	Business Development Manager
Level 0	No information provided OR submission of no substance / irrelevant information provided /Relevant accredited diploma / degree (registered as a Professional) and less than 2 year's experience.	No information provided OR submission of no substance / irrelevant information provided /Relevant accredited diploma / degree and less than 1 year's experience.	No information provided OR submission of no substance / irrelevant information provided /Relevant accredited diploma / degree and less than 1 year's experience.	No information provided OR submission of no substance / irrelevant information provided /Relevant accredited diploma / degree and less than 1 year's experience.
Level 1	Relevant accredited diploma / degree (registered as a Professional) and min 3 year's experience.	Relevant accredited diploma / degree and minimum 1 year's experience.	Relevant accredited diploma / degree and minimum 1 year's experience.	Relevant accredited diploma / degree and minimum 1 year's experience.
Level 2	Relevant accredited diploma / degree (registered as a Professional) and min 4 year's experience.	Relevant accredited diploma / degree and minimum 2 year's experience.	Relevant accredited diploma / degree and minimum 2 year's experience.	Relevant accredited diploma / degree and minimum 2 year's experience.
Level 3	Relevant accredited diploma / degree (registered as a Professional) and min 6 year's experience.	Relevant accredited diploma / degree and minimum 3 year's experience.	Relevant accredited diploma / degree and minimum 3 year's experience.	Relevant accredited diploma / degree and minimum 3 year's experience.
Level 4	Relevant accredited diploma / degree (registered as a Professional) and min 7 year's experience.	Relevant accredited diploma / degree and minimum 4 year's experience.	Relevant accredited diploma / degree and minimum 4 year's experience.	Relevant accredited diploma / degree and minimum 4 year's experience.
Level 5	Relevant accredited diploma / degree (registered as a Professional) and min 9 year's experience.	Relevant accredited diploma / degree and minimum 5 year's experience.	Relevant accredited diploma / degree and minimum 5 year's experience.	Relevant accredited diploma / degree and minimum 5 year's experience.

Criterion: Construction Methodology	
Level 0	No information provided OR submission of no substance / irrelevant information provided
Level 1	Brief overview of a <u>generic</u> methodology which encompasses all programmed activities in appropriate order.
Level 2	Brief overview of a <u>site specific</u> methodology which encompasses all programmed activities in appropriate and logical order.
Level 3	Brief overview of a <u>site specific</u> methodology which encompasses all programmed activities in appropriate order; Plus: • Including staff, plant and equipment resources • Including subcontractors if applicable
Level 4	Brief overview of <u>site specific</u> methodology which encompasses all programmed activities in appropriate order; Plus: • Including staff, plant and equipment resources, • Including subcontractors if applicable, • A brief description of preparatory work, construction processes including finishing works for each activity.
Level 5	Brief overview of <u>site specific</u> methodology which encompasses all programmed activities in appropriate order; Plus: • Including staff, plant and equipment resources, • Including subcontractors if applicable, • A brief description of preparatory work, construction processes including finishing works for each activity. • Demonstrates how the important issues are approached in an innovative and efficient way, indicating that the tenderer has excellent knowledge of working in the projects environment and producing the required final product.

Criterion: Quality Control	
Level 0	No information provided OR submission of no substance / irrelevant information provided
Level 1	<u>A generic statement</u> covering required sampling and testing requirements for preparatory works, process monitoring and finishing works, for all programmed activities.
Level 2	<u>Activity/Site specific statement</u> covering required sampling and testing requirements for preparatory works, process monitoring and finishing works, for all programmed activities.
Level 3	<u>Activity/Site specific statement</u> covering required sampling and testing requirements for preparatory works, process monitoring and finishing works, for all programmed activities; Plus: • Including site specific quality control check-sheet for programmed activities.
Level 4	Activity/Site specific statement covering required sampling and testing requirements for preparatory works, process monitoring and finishing works, for all programmed activities; Plus: • Including site specific quality control check-sheet for programmed activities; • Resources to be assigned to quality control; • List of subcontractor /service providers to be assigned for quality control; • Statement on remedial action to quality control.
Level 5	Activity/Site specific statement covering required sampling and testing requirements for preparatory works, process monitoring and finishing works, for all programmed activities; Plus: • Including site specific quality control check-sheet for programmed activities; • Resources to be assigned to quality control; • List of subcontractor /service providers to be assigned for quality control; • Statement on remedial action to quality control. • ISO Accreditation

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)**.

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.

ACT.5 Subcontracting as Condition of Tender

Ward Based CPG – Required upon Contract Award

In addition to the above, a 40% CPG is applicable to the contract value (excluding PC Sum items and Fixed Cost allowances); (Note that the CPG requirement is applicable to works undertaken by both the Lead and CPG partner/s).

The 40% CPG shall be achieved using locally (viz. ward based) contractors, from the Ward within which the works are being undertaken in the first instance. In the event that suitable/qualifying contractors cannot be found within the immediate ward, such may be drawn from adjacent wards and, as a last option, from anywhere within the eThekweni Municipality boundary. The decision to extend to adjacent ward and/or the rest of the Municipality will require Client approval in each instance.

In instances where works are allocated to contractors from Incubation or developmental programmes launched by the Employer, the rules and conditions applicable to the respective Programme will be adhered to. This includes negotiation of rates, allocation of work, mentoring and related requirements.

CPG may be obtained across the entire value chain and includes, but is not limited to:

- Sub-contracting to designated groups
- Material procurement from qualifying entities within the ward or adjacent ward
- Logistics / transportation

- Plant hire
- Security and peripheral services

The CPG Service Providers must come from one of 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).

Monitoring

Prior to contract commencement, the appointed Contractor shall submit a detailed CPG programme and associated timelines on how the CPG objective will be achieved.

The CPG target achieved:

- must be reported by the Contractor on a monthly basis;
- will be measured on the total value of works undertaken to date, with applicable penalties being applied on a quarterly basis; such penalties shall be re-measurable on a quarterly basis, to accommodate the varying CPG as may arise from the various task orders required. It is noted that certain works lend themselves to the application of CPG whilst others are more specialised. As the programme intent is to focus on community-based contractors, the Contractor must seek to maximise the over-all value of CPG achieved on the programme.
- In instances where the nature of works requested is deemed to be specialised, requires outsourcing, and does not lend itself to high levels of CPG participation, (e.g. Retaining wall, welding etc), the CPG requirement specific to the Task Order, may be waived, at the discretion of the Employer.

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	17
Certificate of Authority	18
Declaration of Municipal Fees	19
Compulsory Enterprise Questionnaire	20
Tax Compliance Status PIN / Tax Clearance Certificate	22
B-BBEE Status Level of Contribution Certificate	23
Verification of CIDB Registration and Status	24
CSD Registration Report	25

Consolidated MBD Documents

MBD2: Tax Clearance Certificate Requirements	27
MBD4: Declaration of Interest	
MBD5: Declaration for Procurement Above R10 Million	
MBD6.1: Preference Points Claim Form ITO the Preferential Regulations	
MBD6.2: Declaration Certificate For Local Production And Content	
MBD8: Declaration of Bidder's Past SCM Practices	
MBD9: Certificate of Independent Bid Determination	

Technical and Evaluation

Experience of Tenderer	35
Proposed Organisation and Staffing	37
Key Personnel	38
Experience of Key Personnel	39
Preliminary Programme	40
Construction Approach, Methodology, and Quality Control	40
Proposed Programme for the Mentoring and Coaching Subcontractors	41
Plant and Equipment	42
Contractor's Health and Safety Plan	43
Contractor's Health and Safety Declaration	44

Contractual

Joint Venture Agreements (if applicable)	46
Record of Addenda to Tender Documents	47
Amendments, Qualifications and Alternatives	48

Form of Offer	49
Bill of Quantities	63

T2.1.3 Preferential Procurement Schedules and Affidavits

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

- eThekweni 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 eThekweni Municipality will apply.
- (b) It is the Tenderer's responsibility to ensure that the details as submitted to the Municipality are correct.
- (c) Tenderers are to register prior to the submission of tenders.

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 [17](#) to [44](#).

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. WS7527** 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:

Account

Account Number: to be completed by tenderer.

Consolidated Account No.

--	--	--	--	--	--	--	--	--	--	--	--	--

Electricity

--	--	--	--	--	--	--	--	--	--	--	--	--

Water

--	--	--	--	--	--	--	--	--	--	--	--	--

Rates

--	--	--	--	--	--	--	--	--	--	--	--	--

JSB Levies

--	--	--	--	--	--	--	--	--	--	--	--	--

Other

--	--	--	--	--	--	--	--	--	--	--	--	--

Other

--	--	--	--	--	--	--	--	--	--	--	--	--

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

DATE:

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:

- | | |
|--|---|
| ☐ a member of any municipal council | ☐ 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) |
| ☐ a member of any provincial legislature | ☐ a member of an accounting authority of any national or provincial public entity |
| ☐ a member of the National Assembly or the National Council of Province | ☐ an employee of Parliament or a provincial legislature |
| ☐ a member of the board of directors of any municipal entity | |
| ☐ 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:

- | | |
|--|---|
| ☐ a member of any municipal council | ☐ 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) |
| ☐ a member of any provincial legislature | |
| ☐ a member of the National Assembly or the National Council of Province | ☐ a member of an accounting authority of any national or provincial public entity |
| ☐ a member of the board of directors of any municipal entity | |
| ☐ an official of any municipality or municipal entity | ☐ an employee of Parliament or a provincial legislature |

Name of spouse, child or parent	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 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
EME: Contractor	< R3.0m	OR authorised B-BBEE verification certificate (as below)
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-BBEE certificate issued by an authorised SANAS accredited Verification Agency.

NAME : (Block Capitals)

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

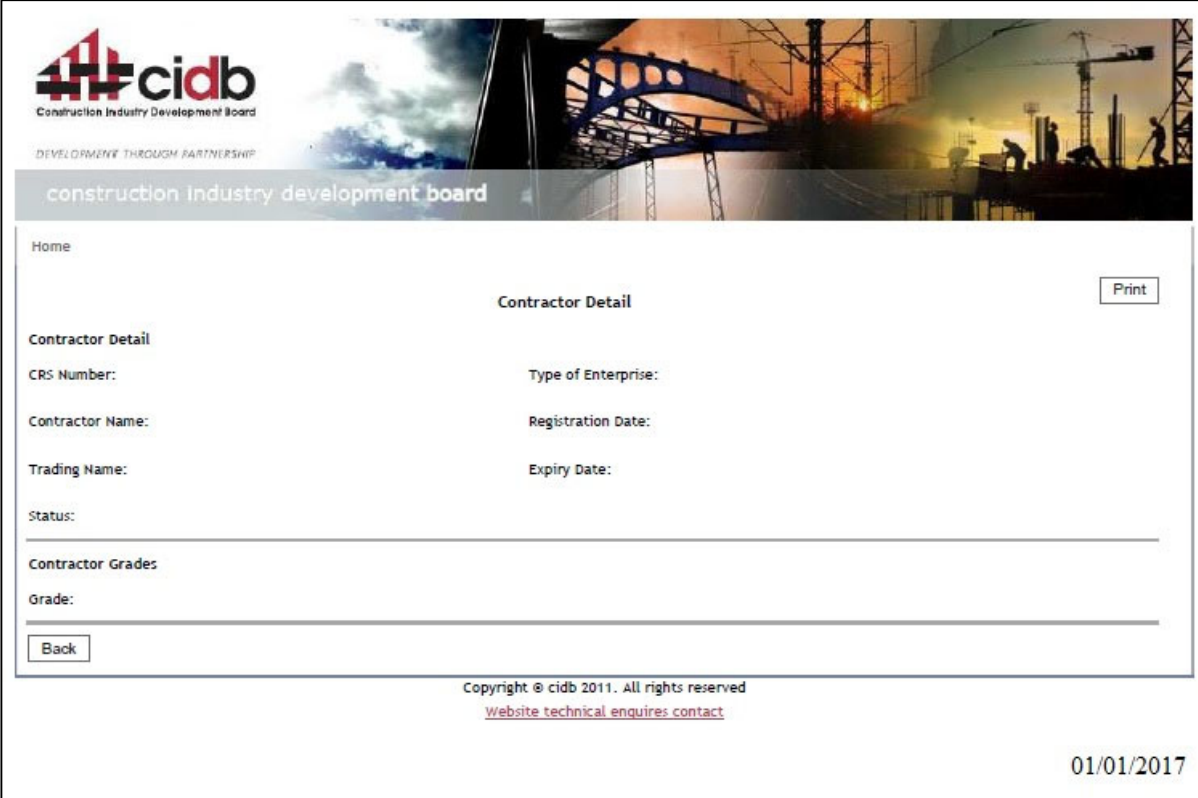
VERIFICATION OF CIDB REGISTRATION AND STATUS

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

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

Tenderers are to attach to this page a printout of their registration with the CIDB, as obtained from the CIDB website <https://registers.cidb.org.za/PublicContractors/ContractorSearch>. The date of obtaining the printout is to be indicated on the printout.

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



The screenshot shows the CIDB (Construction Industry Development Board) website interface. At the top, there is a header with the CIDB logo and the tagline "DEVELOPMENT THROUGH PARTNERSHIP". Below the header, there is a navigation bar with the text "construction industry development board". The main content area is titled "Contractor Detail" and includes a "Print" button in the top right corner. The form contains the following fields: "CRS Number:", "Type of Enterprise:", "Contractor Name:", "Registration Date:", "Trading Name:", "Expiry Date:", "Status:", and "Contractor Grades". Below these fields, there is a "Grade:" field. At the bottom left of the form, there is a "Back" button. The footer of the page includes the text "Copyright © cidb 2011. All rights reserved" and a link "Website technical enquires: contact". The date "01/01/2017" is displayed in the bottom right corner.

NAME :

(Block Capitals)

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

DATE:

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

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 / No
C	MBD4: Declaration of Interest	Yes / No
D	MBD5: Declaration for Procurement Above R10 Million	Yes / No
E	MBD6.1: Preference Points Claim Form ITO the Preferential Regulations	Yes / No
F	MBD6.2: Declaration Certificate for Local Production and Content for Designated Sectors.....	Yes / No
G	MBD8: Declaration of Bidder's Past SCM Practices	Yes / No
H	MBD9: Certificate of Independent Bid Determination	Yes / No
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.

Ref	Description	Complete or Circle Applicable
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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
5.0	If the tenderer is not required by law to prepare audited financial statements, then the tenderer must submit a Public Interest (PI) Score, whereby if the PI score is above 350 points then the bidder must submit audited financial statements.		

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	The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows: $LC = [1 - x / y] * 100$ Where: x is the imported content in Rand y is the bid price in Rand excluding value added tax (VAT). Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by the South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as required in paragraph 4.1 below. The SABS approved technical specification number SATS 1286:2011 is accessible on http://www.thedti.gov.za/industrial development/ip.jsp at no cost.									
1.6	A bid may be disqualified if – (a) this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation; and (b) the bidder fails to declare that the Local Content Declaration Templates (Annex C, D and E) have been audited and certified as correct.									
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	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: <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	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. The relevant rates of exchange information is accessible on www.reservebank.co.za. Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011): US Dollar: Pound Sterling: Euro: Yen: Other: NB: Bidders must submit proof of the SARB rate (s) of exchange used.									
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	If yes, provide the following particulars: (a) Full name of auditor: (b) Practice number: (c) Telephone number: Cell number: (d) Email address: (Documentary proof regarding the declaration will, when required, be submitted to the satisfaction of the Accounting Officer / Accounting Authority)									
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 (PPFA), 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]

Note: Projects listed above will be required to be accompanied by a: Tenderer's Experience: Proforma Client Reference of Comparable Projects (found below, page 37). Only completed projects for which reference letters have been completed, supplied and stamped will be assessed.

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

TENDERER'S EXPERIENCE: PROFORMA CLIENT REFERENCE OF COMPARABLE PROJECTS

The Tenderer shall provide details on each of the previously completed projects listed as "Ablutions Facilities – Operations and Maintenance Experience" in a brown field's environment. The Client Reference Proforma must be completed by the respective Client/s for each of the completed projects as claimed in the Tenderers Experience Schedule (Page 35).

Proforma Report on the Tenderer's Competence and Performance On A Similar Completed Project For Tender Recommendation Purposes

The following is to be completed by the previous Client and is to be supported in each case accompanied by Signed Appointment Letter; (ii) Signed and Stamped Reference (in the form issued to the tenderer)

Project Details:

Project Name : _____

Employer : _____

Value of work as per completion certificate : _____ (value in ZAR)

Number of public ablutions facilities or similar, which were operated and maintained under this single

project : _____

Was project located in eThekweni : _____

Contract Duration : _____

Completion Date : _____

Any remarks considered necessary to assist in evaluation of the Service Provider?

Note: The above-mentioned Project has been successfully completed within the required specifications and quality to qualify for the evaluation.

Stamp of Project Manager (Client)

Contact Person: _____

Contact Number: _____

Client Signature: _____

Date: _____

Stamp of Project Manager (Client)

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.

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 (Project Manager/Director, Project Administrator, Area Supervisor, Financial Management Officer, Health, Safety, Hygiene, Education and Environment Officer, **(kindly note that these three key staff are not part of scoring but they should be included in the document for operation and maintenance purpose: Quality Assurance Management Officer, Material Storage, Stock Control and Distribution Management Officer and Business Development Manager)** 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
Project Manager/Director		
Quantity Surveyor		
Civil Technician		
Business Development Manager		
Health and Safety Officer		
Material Storage, Stock Control and Distribution Management Officer		
Business Development Manager		
.....		
.....		
.....		

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 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 Project Manager/Director, Project Administrator, Area Supervisor, Financial Management Officer, Health, Safety, Hygiene, Education and Environment Officer, Quality Assurance Management Officer and Business Development Manager 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)
- c) Skills
- d) Name of current employer and position in enterprise
- e) Overview of post graduate / diploma experience (year, organization and position)
- 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)

CONSTRUCTION APPROACH, METHODOLOGY, AND QUALITY CONTROL

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

Construction Approach and Methodology

The construction approach and methodology must respond to the Scope of Work and outline the proposed approach to undertake the work showing a detailed programme including health and safety aspects, the use of plant and resources for this Project.

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 tenderer must attach his / her Construction Methodology and Quality Control information to this page.

NAME : (Block Capitals)

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

PROPOSED PROGRAMME FOR THE MENTORING AND COACHING SUBCONTRACTORS

The Tenderer must provide information on the mentoring and coaching of subcontractors which is not less than two pages but a max of five pages. The schedule must speak to the nature of the mentoring and coaching program, period which the program will be conducted (length of course, number of sessions per month, duration of session; Note: The course must not and should not interfere with service delivery), course content, incentives and qualification of the course to be employed for the mentoring and coaching of subcontractors

The tenderer must attach the Mentoring and Coaching information to this page.

NAME : (Block Capitals)

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

PLANT and EQUIPMENT

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

The following are lists of major items of relevant equipment that I / we presently own or lease and will have available for this contract if my / our tender is accepted.

(a) Details of major equipment that is owned by me / us and immediately available for this contract.

DESCRIPTION (type, size, capacity etc)	QUANTITY	YEAR OF MANUFACTURE

Attach additional pages if more space is required

(b) Details of major equipment that will be hired, or acquired for this contract if my / our tender is accepted

DESCRIPTION (type, size, capacity etc)	QUANTITY	HOW ACQUIRED	
		HIRE/ BUY	SOURCE

Attach additional pages if more space is required

The Tenderer undertakes to bring onto site without additional cost to the Employer any additional plant not listed but which may be necessary to complete the contract within the specified contract period.

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

DATE:

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

DATE:

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: **WS7527**

Contract Title: **Managing Contract for the Operation and Maintenance of the eThekweni Municipality Informal Settlement Ablution Blocks (CABs) for a Period of 24 Months: Outer South Area**

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 Northern Area 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 :

:

Witness:

Signature : **Date** :

Name(in capitals) : :

Notes:

*** Indicates what information is mandatory.**

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

C1.1: FORM OF OFFER AND ACCEPTANCE

C1.1.2: FORM OF ACCEPTANCE

This Form will be completed by the Employer

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

The terms of the contract are contained in:

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

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

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

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

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

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

Name (*of signatory in capitals*) :

Capacity (*of Signatory*) :

Name of Employer (*organisation*) :

Address :

:

Witness:

Signature : **Date** :

Name(*in capitals*) : :

C1.1: FORM OF OFFER AND ACCEPTANCE
C1.1.3: SCHEDULE OF DEVIATIONS

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

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

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

FOR THE TENDERER

FOR THE EMPLOYER

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

C1.2: CONTRACT DATA

C1.2.1 CONDITIONS OF CONTRACT

C1.2.1.1 GENERAL CONDITIONS OF CONTRACT

The Conditions of Contract are the **General Conditions of Contract for Construction Works (2015 3rd Edition)**, (**GCC 2015**) published by the South African Institution of Civil Engineering. Copies of these conditions of contract may be obtained from the South African Institution of Civil Engineering (Tel: 011-805-5947, Fax: 011-805-5971, E-mail: civilinfo@saice.org.za).

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

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

C1.2.2 CONTRACT DATA

C1.2.2.1 DATA TO BE PROVIDED BY THE EMPLOYER

1.1.1.13 The **Defects Liability Period**, from the date of the Certificate of Completion, is **Not Required**.

1.1.1.14 The **time for achieving Practical Completion**, from the Commencement Date is **24 MONTHS**. 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:
WATER AND SANITATION : Deputy Head: Sanitation Operations

1.2.1.2 The address of the Employer is:
Physical: **Water and Sanitation Building, 3 Prior Road, DURBAN, 4001**
Postal: **P O Box 3810, DURBAN, 4000**
Telephone: **031-322-2763 (t)**
Fax: **031-311-8549 (f)**
E-Mail: **Sibusiso.Vilane@durban.gov.za**

1.1.1.16 The **name of the Employer's Agent** is **Vusi Mkhwanazi Pr. Tech Eng**

1.2.1.2 The address of the Employer' Agent is:
Physical: **Water and Sanitation Building, 3 Prior Road, DURBAN, 4001**
Postal: **P O Box 3810, DURBAN, 4000**
Telephone: **031 311 5738 (t)**
Fax: **031 311 8549 (f)**
E-Mail: **Vusumuzi.Mkhwanazi@durban.gov.za**

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

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

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

- 5.3.1 The **documentation required** before commencement with Works execution are:
- **Health and Safety Plan (refer to Clause 4.3)**
 - **Security (refer to Clause 6.2)**
 - **Insurance (refer to Clause 8.6)**
- 5.3.2 The **time to submit the documentation** required before commencement with Works is **[28 Days]**.
- 5.3.3 Add the following paragraph:
- “If a construction work permit, in terms of Clause 3(1) of the Construction Regulations (2014), is applicable, the instruction to commence carrying out of the works may only be issued once the construction work permit has been obtained by the Employer’s Agent. If a construction work permit is applicable, the contractor shall allow for a minimum period of 37 days, after the submission (or re-submission) of the documentation referred to in Clause 5.3.1., for the issuing of the construction work permit.”
- 5.4.2 The access and possession of Site shall not be exclusive to the Contractor but as set out in the Site Information.
- 5.8.1 The **non-working days** are **Saturdays and** Sundays.
- (5.1.1) The **special non-working days** are:
- All statutory holidays as declared by National or Regional Government.
 - The year-end break:
 - Commencing on the first working day after 15 December.
 - Work resumes on the first working day after 5 January of the next year.
- 5.8.1 Delete the words “sunset and sunrise” and replace with “17:00 and 07:00”.
- 5.12.2.2 **Abnormal Climatic Conditions (Rain Delays)** - The numbers of days per month, on which work is expected not to be possible as a result of rainfall, for which the Contractor shall make provision, is given in the table below. During the execution of the Works, the Employer’s Agent’s Representative will certify a day lost due to rainfall only if at least 75% of the work force and plant on site could not work during that specific working day.

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

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

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

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

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

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

- The proportion not subject to adjustment: **x = 0.10**.
- The base month will be the month prior to the month in which tenders close.
- The Index shall be based on **December 2016 = 100**.

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

6.10.3 **Retention Money:** Delete the word “selected”.

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

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

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

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

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

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

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

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

8.6.1.4 **Ground Support Insurance:**

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

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

Third Party Insurance (Public Liability)

- Minimum amount for any one occurrence, unlimited as to the number of occurrences, for the period of the contract, inclusive of the maintenance period: **R 1,000,000.**
- 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 400,000.**
- 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: **Nil**
- Minimum amount for transit of materials to site: **Nil**

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

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

Contract Price	First Loss
Less than R 100,000	R 5,000
R 100,000 to R 400,000	R 10,000
R 400,000 to R 1,000,000	R 20,000
R 1,000,000 to R 2,000,000	R 30,000
R 2,000,000 to R 4,000,000	R 40,000
Greater than R 4,000,000	R 50,000

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

10.5.1 **Dispute resolution** shall be by standing adjudication.

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

C1.2.2.2 DATA TO BE PROVIDED BY CONTRACTOR

1.1.1.9 The legal name of Contractor is:

.....

.....

.....

.....

1.2.1.2 The Physical address of the Contractor is:

.....

.....

.....

.....

The Postal address of the Contractor is:

.....

.....

.....

.....

The contact numbers of the Contractor are:

Telephone:

Fax:

The E-Mail address of the Contractor is:

.....

C1.2.3 ADDITIONAL CONDITIONS OF CONTRACT

C1.2.3.1 COMMUNITY LIAISON OFFICER

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

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

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

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

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

C1.2.3.2 EMPLOYMENT OF LOCAL LABOUR

It is a condition of contract that the contractor will be required to employ local labour as specified in eThekweni Council Policy "The use of CLOs and Local Labour". The contractor will be required to ensure that a minimum of 50% of the labour force is made up of local labour. For the purposes of this contract, "Local labour" will be deemed to be any **persons who reside within Ward(s) 25,26,27,28,29,31, 32, 62, 101**. 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 **40%** 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 2017 PPPFA Regulations require organs of State to identify tenders, 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).

In addition to the above, the eThekweni Municipal Council has adopted a framework for empowerment strategies for contracts between R5m and R30m.

C1.2.3.7 EXCEPTED RISKS (Clause 8.3)

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

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

C2.1: PRICING ASSUMPTIONS / INSTRUCTIONS

C2.1.1 GENERAL

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

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

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

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

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

C2.1.3 QUANTITIES REFLECTED IN THE SCHEDULE

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

The Works as finally completed in accordance with the Contract shall be measured and paid for as specified in the Bill of Quantities and in accordance with the General and Special Conditions of Contract, the Specifications and Project Specifications and the Drawings. Unless otherwise stated, items are measured

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

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

C2.1.5 MONTHLY PAYMENTS

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

C2.1.4 PROVISIONAL SUMS / PRIME COST SUMS

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

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

C2.1.6 PRICING OF THE BILL OF QUANTITIES

The prices and rates to be inserted by the Tenderer in the Bill of Quantities shall be the full inclusive prices to

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

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

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

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

C2.1.7 "RATE ONLY" ITEMS

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

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

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

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

C2.1.8 PRELIMINARY AND GENERAL

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

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

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

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

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

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

C2.2: BILL OF QUANTITIES

The Bill of Quantities follows and comprises of 5 pages i.e. pages 65 to 69.

1. Payment Terms

The following payment terms are applicable:

- Invoices will be presented to the Clients Agent monthly in arrears for the work performed during the month.
- Payment terms are 30 days from the cut-off period of the monthly invoice/claim, as per eThekweni Municipality policy.

2. Measurement

- In pricing and extending the rates in the Bill of Quantities, the items included for "District Offices" under Section A: Fixed and Section B: Time Related, are for one District Office only.
- Measurement and payment for supply of the services and materials will be in accordance with the measurement based on the signed Goods Received Vouchers (GRVs) signed in acceptance by the Clients nominated representative.
- Should incidental services be required, these will be charged for on a cost-plus basis, and where new personnel rates need to be established this will be done in accordance with the approach as published by Department of Public Works standard rates and tariffs.

3. Price Escalation

As this is a 2-year contract, it is not possible to fix the rates. Escalation will be dealt with in terms of the formula agreed in accordance with the agreed Conditions of Contract. The offer is based on:

- Rates in the Schedule of Quantities will be subject to escalation (Start date: Letter of appointment).
- Escalation to be calculated and invoiced monthly in terms of the Price Adjustment formula and indexes as agreed in the Contract Data.

SCHEDULE OF QUANTITIES

Informal Settlement Community Ablution Block (Outer South Area: Provisional CABs 400)

The rates and prices entered for each item (from Section A to Section E) includes for all work and other things necessary to complete the item (including but not limited to: travelling, head office expenses, record keeping, legislative compliance, meetings, information technology systems and software, communications, providing and maintaining a centralised or distributed equipment and materials store, supply and distribution of consumables, provision of all required equipment, tools and materials, any required labour, management of subcontractors, responding to Employer audit requirements, any other thing stated in the Scope etc.).

Section A: Fixed Charge Items

Facilities for the establishment of a Managing Contractor for the implementation of O&M services with respect to water and sanitation facilities at the Northern Area nominated CABs.

Item	Description	Unit	Quantity	Rate	Amount
1	Office Space	Sum	1		
2	Material Storage Facility and/or Yard (<i>Stock: Toilet paper and detergents</i>)	Sum	1		
3	Provision of security on site to guard the CABs against theft and vandalism throughout the duration of the contract.	Sum	1		
Sub-total Carried to Summary:					

Section B: Time Related Items

Facilities for the on-going running of a Managing Contractor for the implementation of O&M services with respect to water and sanitation facilities at the Northern Area nominated CABs.

Item	Description	Unit	Quantity	Rate	Amount
1	Office Rental	Month	24		
2	Furniture and Fittings	Month	24		
3	Maintenance and Servicing of Material Storage Facility.	Month	24		
4	Telephone and Fax	Month	24		
5	Computer, Printer, Photocopy Machine, digital collection devices (<i>camera, hand held GPS, etc</i>) and digital storage device (<i>hard drive, memory stick, dvds, etc.</i>)	Month	24		
6	Business Development: Formal Training (<i>material and accreditation</i>)	Month	24		
Sub-total Carried to Summary:					

Section C: Miscellaneous

Provision of miscellaneous services.

Item	Description	Unit	Quantity	Rate	Amount
1	Typing (Size: A4)	page	100 000		
2	Printing and/or photocopying (Size: A4)	page	100 000		
3	Laminated Posters (Size: A1)	page	3 000		
Sub-total Carried to Summary:					

Section D: Staff and Personnel

Staff and Personnel for the on-going running of a Managing Contract for the implementation of O&M services with respect to water and sanitation facilities at the Northern Area nominated CABs.

Item	Description	Unit	Quantity	Rate	Amount
1	Project Manager/Director (1 person: 2 hours per week x 4 weeks per month x 24 months)	Hour	192		
2	Project Administrator (1 person: 8 hours per day x 20 days per month x 24 months)	Hour	3840		
3	2 x Area Supervisors (1 person: 8 hours per day x 30 days per month x 24 months)	Hour	11 520		
4	Financial Management Officer (1 person: 8 hours per week x 4 weeks per month x 24 months)	Hour	768		
5	Business Development Manager (1 person: 2 hours per week x 4 weeks per month x 24 months)	Hour	192		
6	CABs Caretaker (Each caretaker services two CABs. Fixed daily rate per caretaker is R109. Each caretaker works 7 days a week) *200 caretakers x R109per day x 30days x 24 months	Prov. Sum	1	15 696 000	R15 696 000.00
7	Mark-up on item 9	%		15 696 000	
Sub-total Carried to Summary:					

Section E: Service and Maintenance

Item	Description	Unit	Quantity*	Rate	Amount
1	Inspection, reporting and facility appraisal of 400 CABs per month. <i>(Rate to include submission of a monthly report)</i>	Nº	24		
2	Provision of Toilet paper <i>(400 CABs provided with x 195 toilet papers per month x 24 months)</i>	Nº	1 872 000		
3	Provision of Detergents <i>(400 CABs provided with x one 25litre SABs approved detergent per month x 24 months)</i>	Nº	9 600		
4	Provision of Disinfectants <i>(400 CABs provided with x one 25litre SABs approved disinfectant per month x 24 months)</i>	Nº	9 600		
Sub-total Carried to Summary:					

Section F: Sub-Contractor

All repairs administered in the items below, will be in accordance with standard drawings specification found in Part C3.3 in this tender document. Rates are to include all parts required for repair.

Item	Description	Unit	Quantity*	Rate	Amount
1	Entrance Door	Nº	400		Rate Only
2	Wash hand basin	Nº	800		Rate Only
3	Container Painting	Nº	400		Rate Only
4	Atlas Plastics Seemelo (code: 512AP) (or equal approved). Flatback high density rotation-moulded grey wall mounted urinals equipped with Lilydome waterless urinal waste (code: 497AP) (or equal approved).	Nº	400		Rate Only
5	385 x 200mm high louvered vents	Nº	1600		Rate Only
	Top hung NG1 (359mm high x 533mm wide) steel window frame.	Nº	400		
6	Top hung NG4 (359mm high x 1511mm wide) steel window frame.	Nº	1200		Rate Only
7	Floor Coating	m ²	5760		Rate Only
8	Toilet Cubicle	Nº	1200		Rate Only
9	Shower Cubicles	Nº	850		Rate Only
Sub-total Carried to Summary:					

Note

Within the Quantity Column a quantity of four hundred is provided as reference, as there are currently approximately four hundred (provisional sum) Informal Settlement CABs (dispersed within the Northern Area sanitation zone of the city); however, this is an extremely dynamic number. It is therefore noted, payment to the successful Tenderer for the number of facilities managed (inline with the contract) will be calculated via the rate stipulated above by the Tenderer multiplied by the number of verified facilities managed.

Summary: Bill of Quantities

Sections		Amount
Section A: Fixed Charge Items		
Section B: Time Related Items		
Section C: Miscellaneous		
Section D: Staff and Personnel		
Section E: Service and Maintenance		
Section F: Subcontractor		
	Sub-total (Excluding VAT)	
	VAT @ 15%	
	TOTAL (Carried to Form of Offer)	

PART C3: SCOPE OF WORK

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C3.1: PROJECT DESCRIPTION AND SCOPE OF CONTRACT

C3.1.1 Description of Works

Informal Settlement - Community Ablution Blocks

The Water and Sanitation Unit is a service delivery orientated unit which has a mandate to provide basic water and sanitation to communities in terms of the Constitution of the Republic of South Africa. The Unit's fundamental obligation is to provide these services efficiently and promptly in order to ensure adequate functionality. In 2009 eThekweni Municipality Water and Sanitation Unit (EWS) developed and began to roll out a program which was to install Community Ablution Blocks (CABs) at Informal Settlements and Transit Camps throughout the City. There has been approximately 3 000 CABs that have been installed, which services a population estimated to be greater than one million. EWS is currently responsible for the operation and maintenance of these CABs and the establishment of this panel seeks to put in place a plan that will form an integral part of maintenance and general upkeep of these facilities.

Contract Document

For ample of beneficial motives, EWS has undertaken to outsource the operation and maintenance services of the Ablution Facilities. Reasons for this motivation include:

- Achieving local economic development goals where possible, especially CPG
- Providing a rapid response to repairs and maintenance of ablution facilities
- Accessing private sector expertise and resources
- Job creation

This contract is therefore issued by the eThekweni Municipality in order to outsource the entirety of the operations and maintenance

C3.1.2 The Service

Informal Settlement - Community Ablution Blocks

The service is to manage the operate, small maintenance and ensure adequate functionality of the Informal Settlement - Community Ablution Blocks (CABs) within eThekweni Municipality jurisdiction. The CABs must be open and operable 24 hours a day for 7 days a week on a shift system (Currently the caretaker works a minimum of four hours in a 24-hour day – split morning, noon and evening), ensuring that all necessary personal protective equipment is adhered to. The CABs must have an uninterrupted supply of consumables and cleaning equipment servicing per CAB. Examples of consumables required to be provided, but not limited to, are: toilet rolls, liquid detergents, disinfectants, deodorisers, etc (consumables are to be biodegradable and will be screened by eThekweni Municipality prior to use for acceptability).

The Managing Contractor must monitor, manage and report on water consumption, water leaks, sewer leaks and any other service or faulty items on a daily basis with a monthly summary to the Employer. The Contractor must ensure that all minor faults such as fresh-water (until the water meter) and grey-water leaks, sewer blockages (internal and external – until the first manhole), malfunctioning systems, stolen or damaged taps, broken fittings etc. are attended to within 24 hours, i.e. ensure day to day maintenance due to normal wear and tear and minor vandalism. The Contractor must report any major vandalism or theft to the Employer within 24 hours.

C3.1.3 Project Duration

The provision of the service to eThekweni Municipality for the project management of the operation and maintenance of the eThekweni Municipality Ablution Facilities will be for a period of 24 months.

C3.2: PROJECT SPECIFICATION

C3.2.1 Objectives, Roles and Responsibilities

C3.2.1.1 eThekweni Municipality Objectives

eThekweni Municipality Objectives under this contract is to: -

- The management of the operation and maintenance of ablution facilities, situated within this contract document, over a 24-month period.
- Ensuring persons served by the ablution facilities have access to the ablution facilities as per the previously situated times, and ablution facilities comply with hygiene and operational standards as specified in C3.2.1.2.
- Facilitate the creation of emerging contractors and small businesses which will provide services at the ablution facilities, situated within this contract document, over a 24-month period.
- To procure the services of an experienced, competent and well-resourced Contractor that will develop, support and manage locally based Sub-Contractors in implementing the programme sustainably.

C3.2.1.2 Role and Responsibility of Managing Contractor

The Managing Contractor will be responsible for the efficient and cost-effective management of the operation, maintenance and insurance of adequate functionality of ablution facilities, situated within this contract document, over a 24-month period on behalf eThekweni Municipality - Water and Sanitation Unit. Should this not be adhered the penalty will be R 1000-00 per CAB. Key responsibilities include: -

- The Managing Contractor will train and develop the sub-contractor in accordance with an approved operating manual, including but is not limited:-
 - Basic business and Administration
 - Human Resourcing
 - Basic Financial Management
 - Occupational Health and Safety
 - Technical Skills relating to the O&M of CABs.
- The Managing Contractor must initiate an occupational health and safety program as well as adhere to environmental regulations.
- The Managing Contractor must oversee the day-to-day implementation by the Sub-contractors.
- The Managing Contractor must initiate a Quality Management System for approval by EWS and monitor and maintain the quality of workmanship of the Sub-contractor, so that the service provided at the ablution facility is of and acceptable quality.
- The Managing Contractor will be responsible for formulating and submitting the monthly payment application to EWS in accordance with the contract.
- The Managing Contractor will coordinate all reporting terms of meeting deliverables and financial accounting.
- The Managing Contractor will be required to provide technical assistance to the Sub-contractor with regard to the repairs and maintenance which fall beyond the basic day-to-day operational scope, this will include plumbing, electrical and structural repairs and maintenance.
- The Managing Contractor will employ and manage caretakers at each ablution facility under their jurisdiction, as per the type of ablution facility and scope of work, so that the ablution facility is open/available as per the type of ablution facility.

- The Managing Contractor will be required to manage a hygiene awareness programme which will include:
 - Poster displays promoting cleanliness and hygiene best practice.
 - Information on the prevention of communicable disease propagation
 - Water conservation awareness.
 - Other awareness programmes as may be required by the Main Contractor and EWS.

C3.2.1.3 Role and Responsibility of Sub-Contractor

The Sub-contractor will be responsible for the efficient operation, maintenance and ensurance of adequate functionality of ablution facilities, situated within this contract document. Key responsibilities include: -

- The Sub-contractor will first assess the condition of each ablution facility and then provide a plan for ensuring the ablution facility is in good working order
- The Sub-contractor will then ensure that the ablution facility is in good working order at all times i.e. ensure day to day maintenance due to normal wear and tear and minor vandalism
- The Sub-contractor will be responsible to report any leaks or infrastructure failure in accordance with the Managing Contractor operating manual
- The Sub-contractor will implement / facilitate communication and awareness programmes as required by the EWS, this may include hygiene awareness and water conservation awareness programmes
- Report major vandalism or theft; which includes major structural damage to CAB structure to Managing Contractor for onward reporting to EWS

C3.2.2 Managing Contractor Constraints

The Rates and Prices entered for each item in the Schedule Of Quantities include for all work and other things necessary to complete the item, inclusive of all of the below constraints and any other requirements set out in this contract.

C3.2.2.1 Structured Handover of Ablution Facilities

The Managing Contractor will only manage the ablution facilities which have been handed over to the Managing Contractor. Prior to hand over the eThekweni Municipality will conduct a conditional assessment exercise; and only facilities which are in good condition will be handed over. It is therefore to be noted that initially the Managing Contractor will not manage all the ablution facilities – there will be a structured part handover of all ablution facilities.

C3.2.2.2 Office, Workshop and Stores

The Managing Contractor should have a well-established office which is represented by and maintains a full-time office at a fixed address within the eThekweni Municipality at all times during the service period, specifically nominated staff are contactable at all times in accordance with the relevant periods specified in this contract, centrally located with all necessary communication and printing capabilities. In addition, the Managing Contractor is to ensure that the following functions are maintained at the central office: -

- Operational and Financial Management
- Supervision
- Project Administration and Procurement Management
- OHS, Quality Management and Environmental Management
- Stock Control Management
-

C3.2.2.3 Meetings and Communications

The following regular meetings will be held at the Employer's offices or at the Contractor's offices:

- | | | |
|-------------------------------------|---|------------|
| • Progress and status team meeting | - | Monthly |
| • Risk and issue management meeting | - | Fornightly |
| • Subcontractor feedback meeting | - | Quarterly |

- Supplementary relevant meetings required by EWS - Adhoc

Meetings may also be convened by the Employer on an ad-hoc basis. The Managing Contractor provides a secretariat and takes and distributes minutes of all meetings, including recording all meetings in a meetings register and ensuring that attendance registers are properly completed for every meeting. Such minutes or registers shall not be used for the purpose of confirming actions or instructions under the contract as these shall be done separately by the person identified in the conditions of contract to carry out such actions or instructions. The Managing Contractor shall provide all required means of communications necessary for Providing the Service, including but not limited to: telephones and cell phones (including airtime and data as relevant), email addresses and paper stationery, printing facilities, internet connectivity etc. The Managing Contractor shall ensure that the caretaker is provided with a means of communication that enables the reporting of critical issues. Depending on the Managing Contractor's approach and methodology, this may be incorporated into the daily inspection process as appropriate.

C3.2.2.4 Reports, Reporting and Records

The Managing Contractor submits summary progress reports, together with the plan, to the Employer in accordance with the requirements set out in C3.2.2.3

In addition to the above, the Managing Contractor submits a consolidated narrative progress report on the following matters and details to the Employer on a monthly basis:

- Progress achieved during the reporting period
- Status and performance of the Ablution Facilities
- Performance of the Contractor and sub-contractor(s)

The reports indicate "progress this period" and "progress to date", along with any other requirements indicated in the Scope, as well as any key information that will be indicated by the Employer from time to time. Reports include detailed annexures that show a breakdown of reported information into suitable categories, including but not limited to: information per Ablution Facility, information per eThekweni Ward and information per category/type of Ablution Facility (e.g. modular/container etc.).

In addition to the reports, the Managing Contractor shall maintain a digital photographic record of maintenance work undertaken, including "before and after" photos, each clearly referenced by consistent file naming, in accordance with the facility asset number(s), to the particular Ablution Facility and the dates and time(s) of maintenance. All photographs contain location specific metadata (GPS location). The overall facility shall be photographed on a monthly basis regardless of other services provided. These photographic records shall be delivered to the Employer in digital, searchable form on a monthly basis, including integration with the GIS reporting mentioned below. The Managing Contractor will also maintain reporting information in a suitable structure within a GIS system complying with ESRI ArcGIS standards and provides reports in a GIS/map/spatial format as and when required by the Employer. This includes the provision of "shape-files" and their associated databases of reporting information.

The Managing Contractor shall keep records of amounts paid by him for all subcontractor payments, wages & salaries, materials, equipment and consumables purchased by him, in the form of receipts. Copies of these records must be made available to the Employer on request. The Managing Contractor shall install/fit a vehicle tracking system (current system utilised by eThekweni Municipality will be preferred) in all vehicles which are part of the project and mileage is being claimed for payment.

C3.2.2.5 Workmanship, Materials, Quality Control and Assurance

The Managing Contractor shall have, maintain and demonstrate its use to the Employer of a documented Quality Management System to be used in the performance of the works. The Managing Contractor's Quality Management System shall include at least: A Project Quality Plan (PQP) for the Contract; A

Quality Policy; Index of Procedures to be adhered, including standard operating procedures; A schedule of audits.

The Managing Contractor's PQP includes or references the quality plans of his Subcontractor(s) as may be necessary. The Managing Contractor also develops and maintains a comprehensive register of documents that will be generated throughout the Contract including all quality related documents as part of its PQP and all reports.

The onus to provide services that conform in quality and accuracy of detail to the requirements of the contract rests with the Managing Contractor, and the Managing Contractor shall, at his own expense, institute the quality control system and provide suitably qualified and experienced staff, transport and equipment to ensure adequate supervision and positive control of the services at all times.

Where replacement of items is required as part of the maintenance aspect of the services, the Managing Contractor manages the items for inclusion in the Ablution Facilities that are new and in accordance with the relevant SABS standards and any other standards and specifications in this contract. The use of old or refurbished goods and/or materials are expressly prohibited. Where materials for inclusion in the works originate from outside the Republic of South Africa, all such materials are new and of merchantable quality, to a recognised national standard.

The Managing Contractor manages the replacement of any materials subject to breakages or any materials not conforming to standards or specifications stated. The Employer reserves the right to instruct the Managing Contractor to provide a certificate as proof of compliance to SABS or other stated standard, for all materials used and to be incorporated into the Ablution Facilities. In Providing the Service, the Managing Contractor is expected to exercise the reasonable skill and care expected of an expert in the field and ensure that the Employer's assets are suitably protected and sustained in standard and value. The Managing Contractor ensures Sub-Contractor employs competent workers.

C3.2.2.6 Performance Monitoring - Assessment and KPIs

The performance of the Managing Contractor that has/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).

The contractor is to be assessed based on the following performance indicators

CPG	
Description	See Clause C1.2.3.2
Target	The mandatory 40% CPG is achieved on a monthly basis, i.e. as stipulated in Clause C1.2.3.2.
Level of Service at ablution facilities	
Description	See Clause C3.2.1.2
Target	All CABs are to be maintained (Caretaker duties, provision of consumables, repair of items due to wear and tear, instant reporting of faults) i.e. CAB to be in similar condition handed over
Provision of adequate information (invoice, audit queries, digital, etc)	
Description	See Clause C3.2.2.14, C3.2.2.8 and C3.2.2.4
Target	Information are to be provided on the agreed upon date/s. If not be adhered the penalty will be R 100-00 per CAB information

The Managing Contractor is required to monitor the performance of each appointed sub-contractor according to the same indicators and report the performance of the sub-contractor(s) to the Employer in formats and details as will be indicated from time to time by the Employer.

C3.2.2.7 Procurement, Targeted Enterprises and Subcontracting

The Managing Contractor shall ensure, to the best of his ability, that: all plant, materials and equipment purchased or hired in respect of this contract are purchased or hired from enterprises as local to the vicinity of the Ablution Block(s) as practically possible.

The Managing Contractor shall report details of all expenditure in respect of such procurement as required by the instruction of the Employer, in the formats and at the intervals required by the Employer.

All sub-contracting shall be in accordance with the Conditions of Contract. The terms of sub-contract agreements shall be no more onerous than the terms set out in this Contract, except where this is naturally required by the Contract / Sub-contract arrangements (for example, the period for response in the sub-contract may be suitably shorter than the period for response required by this contract). All matters pertaining to subcontractors and the work executed by them shall be dealt with directly between the Employer and the Managing Contractor in the context of all subcontract work being an integral part of the services for which the Managing Contractor is responsible.

The Employer will not liaise directly with any subcontractors nor will he issue instructions concerning the subcontract works directly to any subcontractor. All matters arising from the subcontract agreements shall be dealt with directly between the Managing Contractor and the subcontractors and the Employer will not become involved.

The Managing Contractor shall keep comprehensive records of all aspects relating to sub-contracts. In addition to all requirements specified elsewhere in the Contract, Specifications and Scope, the Managing Contractor shall keep records of:

- Any mentoring activities undertaken
- Any financial arrangements made between the Contractor and sub-contractor, such as deductions made for provision of materials from the Managing Contractor's stores or similar, any advance payments, any amounts withheld for any reason etc.

The Managing Contractor shall report this information to the Employer in formats and details as will be indicated from time to time by the Employer.

C3.2.2.8 Documentation Control - Use of Standard Forms

The Managing Contractor handles all of the documentation that he uses and produces in relation to this contract in a suitable document control system that ensures that all documents are appropriately recorded, filed and transmitted (including records of transmittal/receipt). The electronic and paper-based document filing systems correspond suitably in structure.

The Managing Contractor submits all documentation in accordance with the Employer document control procedure, as may be instructed from time to time, including the completion of any standard forms or templates as may be required by the Employer. All documentation prepared for and during the course of this contract shall become the property of the Employer, including all quality and procedure, approach and methodology documentation. A copy of all electronic and paper documentation and records is transmitted to the Employer at the completion of the contract in a consolidated form (e.g. electronic records on a portable "hard-disk"). The Managing Contractor retains a complete copy of all project documentation and records for a period of five (5) years after the completion of the contract.

C3.2.2.9 Pilot Projects and Other Contractors

The Managing Contractor shall make allowances for the presence of other contractors at and around the Ablution Facilities should the Employer (for example) appoint such contractors to undertake any work on the Ablution Facilities (for example, major maintenance). This may require the Managing Contractor to adapt his plan and services to accommodate the work of such other contractors and ensuring access to the Ablution Facilities. The Managing

Contractor shall make allowances for the presence of on-site technology pilots. The Managing Contractor shall not interfere with the process.

C3.2.2.10 Employment of Caretakers

The following procedure is applicable to the process by which caretakers are to be appointed by the Sub-Contractor: All current and existing contracts with currently employed Caretakers, are to be honoured and absorbed in to the Sub-Contractors Caretaker program (Contract is valid until the said contract, expire date). The Main Contractor is to understand that, and ensure the Sub-Contractor involve the Ward Councillor, Community Structures, and Community in selection of the caretaker. In addition, Caretakers are to traverse from the CAB to a collection/discharge point with a wheelie bin (contains Absorbent Hygiene Products) and empty contents into the DSW collection point

C3.2.2.11 Operational Hours and Security

The Managing Contractor is advised that the CABs are to remain operational as per the Schedule Of Quantities (24 Hours at Informal Settlements). The Managing Contractor provides the service during statutory holidays. Maintenance work on the Ablution Facilities is provided only during the normal working hour. The Managing Contractor is advised that some of the Ablutions are located in areas that are known security hotspots.

C3.2.2.12 Occupational Health and Safety

The Managing Contractor provides a safe and healthy working environment and directs 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 Managing Contractor assumes full responsibility to conform to all the provisions of the relevant legislation and regulations. The Managing 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. The Employer's Health and Safety Specification is included in the Annexures.

The successful Managing Contractor will submit a comprehensive and detailed Health and Safety Plan and obtains acceptance thereof by the Employer or amends the plan in order to obtain acceptance thereof by the Employer, before any of the services are provided. The Managing 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 acceptance of his Health and Safety Plan. The detailed safety plan will take into consideration at least the following:

- A proper risk assessment of the services, risk items, work methods and procedures
- Pro-active identification of potential hazards and unsafe working conditions
- Provision of a safe working environment and equipment
- Statements of methods to ensure the health and safety of subcontractors, employees and visitors, including safety training in hazards and risk areas
- Monitoring health and safety on a regular basis, and keeping of records and registers as required
- Details of the supervisory staff and other competent persons appointed for the contract
- Details of methods to ensure that the Health and Safety Plan is carried out effectively.

Time lost due to delayed commencement or suspension of the services as a result of the Managing Contractor's failure to obtain acceptance of his safety plan, shall not be used as a reason to claim for extension of time or any other costs.

C3.2.2.13 Courtesy

The Managing Contractor shows due courtesy to the public at all times and deals sympathetically with any complaints made by any member of the public. The

Managing Contractor refers any requests from the public that fall outside the scope of the services to the Employer, who evaluates and deals with the requests in accordance with eThekweni policies. Should the Managing Contractor experience particular difficulties in regard to any lack of cooperation or other issue from any particular community, this is reported to the Employer. The Managing Contractor Provides the Service in such a manner as to create the least possible disturbance or nuisance to the public.

C3.2.2.14 Monthly Claims Procedure, Invoicing and Payment

In terms of the core payment clause, the Managing Contractor assesses the amount due and applies to the Employer for payment. The Managing Contractor applies for payment with the submission of a claim on a chosen date, suitably prior to each assessment day. He prepares at his own cost a detailed schedule of work undertaken up to the chosen date and submits this to the Employer, including details of the Bill Of Quantities, rates and actual quantities of services provided, as may be relevant, along with any supporting or back-up documentation as may be requested by the Employer from time to time.

The format of this claim will be as prescribed by the Employer and may vary from time to time and may include the requirement to make submissions in the electronic format and systems of the Employer. Any failure to submit the required claim information by the agreed date will result in the assessment by the Employer being held over until the assessment day following the correct submission of the required information. These assessments shall not be regarded as late and interest shall not be applicable. Any failure of the Managing Contractor to submit any report or other information required by this contract that is due before the assessment day concerned will result in 25% of the assessment by the Employer being held over until the assessment day following the correct submission of the required report or other information. These assessments shall not be regarded as late and interest shall not be applicable. (For clarity: The Employer is entitled to withhold 25% of any given monthly claim until all relevant reports for that month have been submitted by the Managing Contractor).

Following approval or correction of any wrongly assessed amount by the Managing Contractor (i.e. the Employer's assessment), the Employer will notify the Managing Contractor of the amount to be paid and issue a payment certificate accordingly. The Managing Contractor will submit an invoice matching the payment certificate amount and date, which includes the following information, which may be varied from time to time by the Employer:

- Name and address of the Managing Contractor
- The contract number and title
- The Managing Contractor's VAT registration number
- The Employer's VAT registration number 488 0193 505
- The total of the Price for each lump sum item in the Bill Of Quantities which the Managing Contractor has completed
- Where a quantity is stated for an item in the Bill Of Quantities, an amount calculated by multiplying the quantity which the Managing Contractor has completed by the rate
- Other amounts to be paid to the Managing Contractor
- Less amounts to be paid by or retained from the Managing Contractor
- The change in the amount due since the previous payment, being the invoiced amount excluding VAT
- The VAT and total including VAT
- With all amounts corresponding to the assessment certificate issued by the Employer

C3.2.3 Requirements for the plan

The Managing Contractor will submit an updated work plan each month during the service period, including at least the following information:

- A milestone schedule indicating key contractual and planned dates of high level or major activities.
- A clear indication of any requirements to be delivered by the Employer or others that

could have an effect on the services in the following months.

- Details of all activities with abnormal shift requirements, such as two shifts per day, specified overtime, or work at times other than the normal times per this contract.
- A covering report containing the following information: -
 - A summary of actual activities and status completed to date
 - A summary of deviations from previous plans and the reasons for the same
 - An updated cash flow forecast
 - A critical actions items list

Any other items that EWS would like to see on a monthly planned basis from the contractor?

C3.2.4 Provisions by the Employer

The Employer will not provide any services or effects to the Managing Contractor. The Managing Contractor shall make his own arrangements for anything that is required for the Provision of the Services.

C3.2.5 Information Provided

A list of the various categories of the Informal Settlement Community Ablution Blocks, such as CAB names, locations (Relevant information of excel spreadsheet, GIS map) Caretaker information will be provided to the successful Tenderer for the relevant eThekweni Municipality Area/Zone, within the Letter of Award.

C3.3: CONTRACT AND STANDARD DRAWINGS

C3.3.1 Standard / Particular Informal Settlement Containerise Ablution Facility Specifications

Male Ablution Container Specification

1. Containers:

- 1.1 Size and Standard: 6m x 2.4m shipping grade steel container as per ISO standards. Container to be less than 24 months old and the manufacturing date plaque must be visible and legible. Containers not containing the manufacturing plaque will not be accepted by the Client.
- 1.2 Condition: Container to be in a good condition, free of dents, rust or any other visible structural damage. Supplier undertakes a visual inspection of the container at delivery in order to confirm the condition before commencing with the modification.

2. Entrance Door:

- 2.1.1 Entrance door to be left hung and opening outwards.
- 2.1.2 Door Opening: With the existing container doors located to the right hand, mark out a 2080 x 850mm entrance door opening in the position shown on the drawing and cut out the panel. Set aside the cut out panel for re-use as door panel.
- 2.1.3 Doorframe: Make up using 75 x 25 x 3mm mild steel angle and in order to not cause distortion stitch weld into opening. When fully cooled down, fill in between stitching to create a continuous weld.
- 2.1.4 Weather Bar: In order to not cause distortion stitch weld into position at the top of door opening a 50 x 3mm thick weather bar protruding 50mm past the edge of the door opening. Round off the 2 exposed corners to a 20mm radius. When fully cooled down, fill in between stitching to create a continuous weld.
- 2.1.5 Door Panel: Make up with 50 x 38 x 1.6mm tubing frame and cut out panel (item 1.2.2) set centralized into and securely welded to frame. In order to not cause distortion stitch-weld panel into frame. When fully cooled down, fill in between stitching to create a continuous weld.
- 2.1.6 Hinges: Fix door into frame with 3 no heavy duty bushed bearing butt hinges welded onto door and frame. Locate hinges both 300mm from top and bottom of door panel.
- 2.1.7 Padlock lugs: Make up 2no 50 x 30 x 6mm lugs with 20mm radius rounded outer corners and a 15mm diameter hole. Align and weld to both door and frame at a height of 1300mm.
- 2.1.8 Door Lock: Fit a latch lock with 3no keys (SAVIGNAC Ref. SAFQLL035/33 for aluminium doors (or equal approved)) into tubing frame of the door panel. Align and cut lock strike slot into doorframe.
- 2.1.9 Door Gasket: 25mm side of the door frame to be edged with a push-in gasket rubber profiled trimming securely glued into position with contact adhesive.
- 2.1.10 Door hooks: Weld a 150mm length of 20 x 10 x 3mm chain located 100mm in from the door lock side to the external bottom rail of each door frame and a hook located in an appropriate position on the container to hold door in an open position. In order to ensure no movement of the door once the chain is hooked in, make up a 100mm long door stop with 25 x 25 x 1.6mm mild steel tubing blanked off and fitted with a 32mm rubber door stop, aligned with top rail of door and welded onto the container side.

3. Window Frames:

- 3.1.1 All window frames to comply with SABS No 727/1962, constructed of solid mild steel sections finished off with a minimum 20 micron thick dipped red oxide primer. All opening sections to be hung on steel hinges fitted with brass pins and washers, heavy duty peg stay, steel bracket, peg and rest.
- 3.1.2 Toilet Windows (W1): 3no top hung NG1 (359mm high x 533mm wide) steel window frame welded into 50 x 50 x 3mm mild steel angle frame welded into opening cut into container wall where shown on drawings.

- 3.1.3 Central Interior Space Window (W2): 1no Top hung NG4 (359mm high x 1511mm wide) steel window frame welded into 50 x 50 x 3mm mild steel angle frame welded into opening cut into container wall where shown on drawings.
- 3.1.4 Weather Bar: In order to not cause distortion stitch-weld into position at top of all window openings a 50 x 3mm thick weather bar protruding 50mm past edge of opening and exposed corners rounded off to a 20mm radius.
- 3.1.5 In order to not cause distortion stitch-weld both the mild steel angle frame as well as the window frames into position. When fully cooled down, fill in between stitching to create a continuous weld.
- 3.1.6 Window Panels: Silicone 3mm clear UHL (high impact acrylic) frosted panels into all window frame openings. Externally to be glazed with putty.
- 4. **Vents:**
 - 4.1.1 Louvered Vents: 4no 385 x 200mm high FLASHINGS UNLIMITED louvered vents (or equal approved) riveted onto 50 x 50 x 3mm mild steel angle frame welded into openings cut into front and rear of container 300mm above floor level where shown on drawings.
 - 4.1.2 Vents made up with 0.5mm thick AZ150 galvanized sheeting (or equal approved) and consist of four double bent Z-blade louvers assembled to a flanged 411 x 242mm frame.
- 5. **Ventilator Device / Sky Light:**
 - 5.1.1 Supply and install 2no 400 x 615mm ULTRA FLOW FLASHINGS UNLIMITED (or equal approved) galvanized natural ventilator with poly carb weather cap.
 - 5.1.2 Ventilator opening size to be minimum 350mm².
 - 5.1.3 Ventilator made up with 0.5mm AZ150 (or equal approved) galvanized sheeting and fitted with a high impact UV resistant clear poly carb weather cap.
 - 5.1.4 Extractor devices to be securely 8x riveted onto 50 x 50 x 3mm mild steel angle frame welded into appropriately sized 400 x 400mm openings where shown on drawing into the container roof.
 - 5.1.5 Seal with marine silicone and make watertight externally all-round frame.
- 6. **Shower Cubicles:**
 - 6.1.1 2 No single shower cubicles complete with 15mm GD Fittings stop tap (or equal approved), plastic soap dish and GD Fittings shower head (or equal approved).
 - 6.1.2 Outlet drain opening: Make a 55mm diameter hole at floor level into container side wall along the centre line of the shower cubicle.
 - 6.1.3 Base frame for shower cubicles: to be manufactured from 150 x 50 x 1.6mm mild steel lipped channel and fixed to container floor. Provide cut-outs in bottom of frame in line with the 55mm hole to accommodate plumbing. Frame to be primed with UNIGALV (or equal approved) prior to fixing down.
 - 6.1.4 Face frame: to be constructed with 25 x 25 x 1.6mm mild steel tubing and to be fully welded and attached to the container walls for improved stability. Centre posts to be secured to container floor.
 - 6.1.5 Shower cubicle walls: to be constructed with 15DR 20mm thick high density polystyrene glued with A660 polystyrene panel adhesive and clad both sides with 0.5mm galvanized AZ150 sheeting (or equal approved). Panels to be edged allround with a 26 x 26 x 26 x 0.5mm galvanized AZ150 (or equal approved) cover piece, fully marine siliconed and 3.2mm aluminium riveted on both sides at maximum 300mm spacings to panel.
 - 6.1.6 Apply marine silicone to all joints between dividing panels and wall panels prior to fixing to each other, the base and front frame. Fix at maximum 400mm spacing.
 - 6.1.7 Pipe work: Using 50mm diameter PVC pipe, make up the shower drainage system. PVC glue the pipe, T-piece and 90° bend together. Marine silicone 75mm Cobra Watertech shower waste without trap into PVC waste pipe fittings. Shower outlets to be located in the centre of the cubicle. Ensure a minimum 15mm slope on the pipe configuration to the outside.
 - 6.1.8 Shower cubicle floor: Cast floor using 25 Mpa concrete. Concrete shower tray to be screeded and graded to fall of min 15mm to waste and to be finished off with a min 50mm radius stand-up edging all-round. Concrete to be floated to a smooth

surface and finished off with a mixture of 1 part high alumina cement powder and 2 parts building sand floated onto the concrete while the latter is still green and then lightly brushed in order to create a non-slip surface.

6.1.9 Shower Doors:

- 6.1.9.1 Door to be constructed with 15DR 20mm thick high density polystyrene glued with A660 polystyrene panel adhesive and clad both sides with 0.5mm galvanized AZ150 sheeting (or equal approved).
- 6.1.9.2 Panels to be edged all-round with a 26 x 26 x 26 x 0.5mm galvanized AZ150 (or equal approved) cover piece, marine siliconed and 3.2mm aluminium riveted on both sides at maximum 300mm spacings to panel.
- 6.1.9.3 Door to be pivot hinged hung off a 16mm diameter hot dipped galvanized mild steel round tube with 3x 70 x 25 x 1.6mm mild steel fixing lugs welded to tube and fixed to a 50 x 20mm hardwood sub frame into the door panel during manufacturing. Ends of steel tube to extend to outside of door panel and be trimmed to correct lengths when fixing into position. Purpose made pivot hinges to be secured to floor and welded at the top to the face frame.

6.1.10 Door Handles: Doors to be fitted with chrome plated 100mm bowed handle externally and a pull handle indicator latch internally.

7. Storeroom:

7.1.1 Partition wall between shower cubicle and storeroom to be extended to container roof.

7.1.2 Storeroom door:

- 7.1.2.1 Door to be constructed and fixed similar and equal to the shower cubicle doors. Fit a dead panel above door in order to fully enclose the opening to roof height.
- 7.1.2.2 Door to be fitted with an externally mounted 150mm galvanised pad bolt bolted to door and frame with 6mm carriage bolts and nuts.

7.1.3 Shelving: 3no 750 x 300 shelves spaced at 400mm centers from the roof of the container to be spot welded to container wall and 3x riveted to cubicle partition. Shelves made up with 25 x 25 x 1.6mm mild steel angle frame and 0.5mm galvanized AZ150 sheeting (or equal approved) riveted to frame.

8. Toilet Cubicles:

8.1.1 3no toilet cubicles complete with low level toilet pan and cistern.

8.1.2 Face frame to be constructed with 25 x 25 x 1.6mm mild steel tubing and to be fully welded and attached to the container walls for improved stability. Centre posts to be secured to container floor.

8.1.3 Partition walls to be constructed with 15DR 20mm thick high density polystyrene glued with A660 polystyrene panel adhesive and clad both sides with 0.5mm galvanized AZ150 sheeting (or equal approved). Panels to be edged all-round with a 26 x 26 x 26 x 0.5mm galvanized AZ150 (or equal approved) cover piece, marine siliconed and 3.2mm aluminium riveted on both sides at maximum 300mm spacings to panel.

8.1.4 Fixing points of partitions to face frame and container wall to not exceed 400mm.

8.1.5 Toilet Doors:

- 8.1.5.1 To be constructed with 15DR 20mm thick high density polystyrene glued with A660 polystyrene panel adhesive and clad both sides with 0.5mm galvanized AZ150 sheeting (or equal approved).
- 8.1.5.2 Panels to be edged all-round with a 26 x 26 x 26 x 0.5mm galvanized AZ150 (or equal approved) cover piece, siliconed and 3.2mm aluminium riveted at maximum 300mm spacings to panel.

- 8.1.5.3 **Hinges:** Door to be pivot hinged hung off a 16mm diameter hot dipped galvanized mild steel round tube with 3x 70 x 25 x 1.6mm mild steel fixing lugs welded to tube and fixed to a 50 x 20mm hardwood sub frame into the door panel during manufacturing. Ends of steel tube to extend to outside of door panel and be trimmed to correct lengths when fixing into position. Purpose made electro plated pivot hinges to be secured to floor and welded at the top to the face frame.
 - 8.1.5.4 **Door Handles:** Doors to be fitted with chrome plated 100mm bowed handle externally and a pull handle indicator latch internally.
 - 8.1.6 **Toilet Pan:** Install ATLAS PLASTICS GEMINI 2 (code 567AP) (or equal approved) high density rotational-moulded grey plastic P-trap toilet pan securely bolted onto floor into each cubicle.
 - 8.1.7 **Cistern:** Install a 9lt ATLAS PLASTICS (code 526AP) high density rotationalmoulded grey plastic closely coupled low level cistern and flush pipe connected to the toilet pan. Cistern to be equipped with pull-button type DPE Supa-flush valve (code FP10F10) (or equal approved) mechanism.
 - 8.1.8 Cistern to be 4 times securely mounted with 6 x 8mm tech screws onto a 50 x 1.6mm mild steel flat bar welded to the full width of the cubicle. Position the mounting bar 20mm below the top edge of the cistern in order to avoid interference with the fitting of the cistern lid.
 - 8.1.9 **Toilet seat:** Install a white DULUX 2000 (code CHA-405) (or equal approved) plastic toilet seat and flap to every toilet pan.
 - 8.1.10 **Toilet roll holders:**
 - 8.1.10.1 Rivet a WELDRITE single toilet roll holder (or equal approved) 800mm from floor level and 300mm from door frame to the right of each cubicle.
 - 8.1.10.2 Mount a lockable white STIEBEL ELTRON multiple 3 toilet roll holder (TR3) (or equal approved) at 1400 from floor level on the inside of the container, 300mm to the right of the access door.
9. **Urinals:**
- 9.1.1 2 No Atlas Plastics Seemelo (code: 512AP) (or equal approved). Flatback high density rotation-moulded grey wall mounted urinals equipped with Lilydome waterless urinal waste (code: 497AP) (or equal approved).
 - 9.1.2 Urinals to be securely bolted to a 526 x 247 x 1.6mm backing plate welded to the container wall at 400mm and 550mm respectively from floor level.
 - 9.1.3 Connect urinal wastes directly to 50mm PVC waste pipe with outlet through container wall.
10. **Wash Hand Basins:**
- 10.1.1 2no Christy Splash Back Atlas Plastics (code: 383AP) (or equal approved) Splash back high density rotational-moulded grey wash hand basins.
 - 10.1.2 Basins to be secured to container wall below and bracketed with a 1.6mm Lshaped mild steel plate over full length of both basins at the top.
 - 10.1.3 Each basin to be fitted with 15 mm GD Fittings clutch pillar tap (or equal approved).
 - 10.1.4 Connect basin wastes to 50mm PVC waste pipe, white rubber P trap, with outlet through wall to external gully.
11. **Floor Coating:**
- 11.1.1 Complete floor to be waterproofed and appropriately prepared for coating with a 3mm thick black Polyurethane lining.
 - 11.1.2 Apply 100mm high Polyurethane lining skirting to all internal container walls.

12. **Painting:**

- 12.1.1 Complete underside of the container must be painted with 1 coat UNIGALV (or equal approved) water based black acrylic topcoat, only applicable if not already painted.
- 12.1.2 All adjacent surfaces where heat was applied due to gas cutting, welding, grinding, etc. must be adequately prepared to bare metal to at least 150mm around the affected area. Apply 1 coat UNIGALV (or equal approved) under coat to a thickness of minimum 60 microns to the prepared areas.
- 12.1.3 Complete container to be scrubbed down with a sugar-soap mixture in order to get rid of all salt deposits and other contaminations.
- 12.1.4 Complete container to be washed down with a high pressure water jet cleaner.
- 12.1.5 When surface is completely dry, apply 1 coat UNIGAV (or equal approved) water based acrylic topcoat to all areas where the under coat was applied.
- 12.1.6 Apply a final coat UNIGAV (or equal approved) water based acrylic topcoat. Where possible the paint application must be done vertical down.
- 12.1.7 Entrance door to be white internally and eThekweni blue externally.
- 12.1.8 Window frames and cubicle frames to be finished off (inclusive of putty) white internally and externally.
- 12.1.9 The exterior of the container to be painted EtheKweni Blue.
- 12.1.10 The interior of the container to be painted white.

13. Securing of Container Access Doors:

- 13.1.1 Before installing any internal wall panels, existing container doors to be secured in a permanently closed position by welding a 300mm long 50 x 50 x 3mm mild steel angle gusset (an off cut section may be used but must at least be 100mm in length) in an upright position to the bottom corners and a 300mm long 50 x 1.6mm mild steel flat bar gusset to the bottom and top of the 2 adjoining doors.
- 13.1.2 All external locking mechanisms on the container to be completely removed.

14. General

- 14.1.1 Linea multilayer pipes and fittings (or equal approved) to be used internally and externally.
- 14.1.2 Ring water supply within structure to be minimum 22mm diameter and fixed at roof level. All other dropdowns and supply to sanitary fittings to be 15mm diameter.
- 14.1.3 All pipes to be saddled to container walls at maximum 400mm spacing - white holder bats.
- 14.1.4 Water supply inlet into container to be located 300mm from floor level.
- 14.1.5 Water supply into container and each shower, toilet cistern, wash hand basin and urinal must be fitted with an appropriately sized emergency ball-o-stop (screwdriver type) isolation valve.
- 14.1.6 No waste pipes to be located under container floor.
- 14.1.7 Cut-outs for pipe work through container wall to be neatly rounded and not exceed the nominal diameter of the incoming pipe by 3mm.
- 14.1.8 No supplier branding or logos are to be displayed on the containers.
- 14.1.9 Appropriate "male" sign to be displayed externally and riveted above the entrance door and appropriate shower and toilet signage to be displayed externally on all shower and toilet cubicle doors. Signs to be 150mm in height and width.
- 14.1.10 Appropriate storeroom, shower and toilet signage to be displayed externally on relevant cubicle doors. Cubicle doors to have 75mm high wc stickers on toilet cubicles and shower stickers on showers affixed to the top right hand corner of the door. Cubicles to be numbered 1 through to 6 with 75mm high black lettering. Cubicle 1 located to left of entrance door and numbering to proceed clockwise.
- 14.1.11 A GMS 180x65mm Lasercore plaque (or equal approved) reflecting the allocated asset number must be riveted externally to the handle side of the entrance door into the first flute at door head height (as shown on drawing: CAB Asset No Spec Plaque rev 0). Asset number will generally consist of 6 characters eg. TC1212 and will be issued to the Supplier by the Client.
- 14.1.12 Water Energizing: All suppliers to ensure that container pipework (closed system) is water energized to 6 Bar for a duration of minimum 5 minutes and tested for

leaks. This must be witnessed by the Client's representative. On completion of this the supplier must issue to the Client's representative a signed certificate confirming the energizing and lack of leaks.

14.1.13 Testing For Leaks: All plumbing installations, including showers and toilets, to be checked for leaks. This must be witnessed by the Client's representative.

14.1.14 Level Inspection Sites: All containers being inspected in the supplier's yard (final inspection) must be set up on a level area.

Female Ablution Container Specification

1. Containers:

1.1 Size and Standard: 6m x 2.4m shipping grade steel container as per ISO standards. Container to be less than 24 months old and the manufacturing date plaque must be visible and legible. Containers not containing the manufacturing plaque will not be accepted by the Client.

1.2 Condition: Container to be in a good condition, free of dents, rust or any other visible structural damage. Supplier undertakes a visual inspection of the container at delivery in order to confirm the condition before commencing with the modification.

2. Entrance Door:

2.1.1 Entrance door to be left hung and opening outwards.

2.1.2 Door Opening: With the existing container doors located to the right hand, mark out a 2080 x 850mm entrance door opening in the position shown on the drawing and cut out the panel. Set aside the cut out panel for re-use as door panel.

2.1.3 Doorframe: Make up using 75 x 25 x 3mm mild steel angle and in order to not cause distortion stitch weld into opening. When fully cooled down, fill in between stitching to create a continuous weld.

2.1.4 Weather Bar: In order to not cause distortion stitch weld into position at the top of door opening a 50 x 3mm thick weather bar protruding 50mm past the edge of the door opening. Round off the 2 exposed corners to a 20mm radius. When fully cooled down, fill in between stitching to create a continuous weld.

2.1.5 Door Panel: Make up with 50 x 38 x 1.6mm tubing frame and cut out panel (item 1.2.2) set centralized into and securely welded to frame. In order to not cause distortion stitch-weld panel into frame. When fully cooled down, fill in between stitching to create a continuous weld.

2.1.6 Hinges: Fix door into frame with 3 no heavy duty bushed bearing butt hinges welded onto door and frame. Locate hinges both 300mm from top and bottom of door panel.

2.1.7 Padlock lugs: Make up 2no 50 x 30 x 6mm lugs with 20mm radius rounded outer corners and a 15mm diameter hole. Align and weld to both door and frame at a height of 1300mm.

2.1.8 Door Lock: Fit a latch lock with 3no keys (SAVIGNAC Ref. SAFQLL035/33 for aluminum doors (or equal approved)) into tubing frame of the door panel. Align and cut lock strike slot into doorframe.

2.1.9 Door Gasket: 25mm side of the door frame to be edged with a push-in gasket rubber profiled trimming securely glued into position with contact adhesive.

2.1.10 Door hooks: Weld a 150mm length of 20 x 10 x 3mm chain located 100mm in from the door lock side to the external bottom rail of each door frame and a hook located in an appropriate position on the container to hold door in an open position. In order to ensure no movement of the door once the chain is hooked in, make up a 100mm long door stop with 25 x 25 x 1.6mm mild steel tubing blanked off and fitted with a 32mm rubber door stop, aligned with top rail of door and welded onto the container side.

3. Window Frames:

- 3.1.1 All window frames to comply with SABS No 727/1962, constructed of solid mild steel sections finished off with a minimum 20 micron thick dipped red oxide primer. All opening sections to be hung on steel hinges fitted with brass pins and washers, heavy duty peg stay, steel bracket, peg and rest.
- 3.1.2 Toilet Windows (W1): 3no top hung NG1 (359mm high x 533mm wide) steel window frame welded into 50 x 50 x 3mm mild steel angle frame welded into opening cut into container wall where shown on drawings.
- 3.1.3 Central Interior Space Window (W2): 1no Top hung NG4 (359mm high x 1511mm wide) steel window frame welded into 50 x 50 x 3mm mild steel angle frame welded into opening cut into container wall where shown on drawings.
- 3.1.4 Weather Bar: : In order to not cause distortion stitch-weld into position at top of all window openings a 50 x 3mm thick weather bar protruding 50mm past edge of opening and exposed corners rounded off to a 20mm radius.
- 3.1.5 In order to not cause distortion stitch-weld both the mild steel angle frame as well as the window frames into position. When fully cooled down, fill in between stitching to create a continuous weld.
- 3.1.6 Window Panels: Silicone 3mm clear UHL (high impact acrylic) frosted panels into all window frame openings. Externally to be glazed with putty.
- 4. **Vents:**
 - 4.1.1 Louvered Vents: 4no 385 x 200mm high FLASHINGS UNLIMITED louvered vents (or equal approved) riveted onto 50 x 50 x 3mm mild steel angle frame welded into openings cut into front and rear of container 300mm above floor level where shown on drawings.
 - 4.1.2 Vents made up with 0.5mm thick AZ150 galvanized sheeting (or equal approved) and consist of four double bent Z-blade louvers assembled to a flanged 411 x 242mm frame.
- 5. **Ventilator Device / Sky Light:**
 - 5.1.1 Supply and install 2no 400 x 615mm ULTRA FLOW FLASHINGS UNLIMITED (or equal approved) galvanized natural ventilator with poly carb weather cap.
 - 5.1.2 Ventilator opening size to be minimum 350mm².
 - 5.1.3 Ventilator made up with 0.5mm AZ150 (or equal approved) galvanized sheeting and fitted with a high impact UV resistant clear poly carb weather cap.
 - 5.1.4 Extractor devices to be securely 8x riveted onto 50 x 50 x 3mm mild steel angle frame welded into appropriately sized 400 x 400mm openings where shown on drawing into the container roof.
 - 5.1.5 Seal with marine silicone and make watertight externally all-round frame.
- 6. **Shower Cubicles:**
 - 6.1.1 2 No single shower cubicles complete with 15mm GD Fittings stop tap (or equal approved), plastic soap dish and GD Fittings shower head (or equal approved).
 - 6.1.2 Outlet drain opening: Make a 55mm diameter hole at floor level into container side wall along the centre line of the shower cubicle.
 - 6.1.3 Base frame for shower cubicles: to be manufactured from 150 x 50 x 1.6mm mild steel lipped channel and fixed to container floor. Provide cut-outs in bottom of frame in line with the 55mm hole to accommodate plumbing. Frame to be primed with UNIGALV (or equal approved) prior to fixing down.
 - 6.1.4 Face frame: to be constructed with 25 x 25 x 1.6mm mild steel tubing and to be fully welded and attached to the container walls for improved stability. Centre posts to be secured to container floor.
 - 6.1.5 Shower cubicle walls: to be constructed with 15DR 20mm thick high density polystyrene glued with A660 polystyrene panel adhesive and clad both sides with 0.5mm galvanized AZ150 sheeting (or equal approved). Panels to be edged allround with a 26 x 26 x 26 x 0.5mm galvanized AZ150 (or equal approved) cover piece, fully marine siliconed and 3.2mm aluminium riveted on both sides at maximum 300mm spacings to panel.
 - 6.1.6 Apply marine silicone to all joints between dividing panels and wall panels prior to fixing to each other, the base and front frame. Fix at maximum 400mm spacing.

- 6.1.7 Pipe work: Using 50mm diameter PVC pipe, make up the shower drainage system. PVC glue the pipe, T-piece and 90° bend together. Marine silicone 75mm Cobra Watertech shower waste without trap into PVC waste pipe fittings. Shower outlets to be located in the centre of the cubicle. Ensure a minimum 15mm slope on the pipe configuration to the outside.
- 6.1.8 Shower cubicle floor: Cast floor using 25 Mpa concrete. Concrete shower tray to be screeded and graded to fall of min 15mm to waste and to be finished off with a min 50mm radius stand-up edging all-round. Concrete to be floated to a smooth surface and finished off with a mixture of 1 part high alumina cement powder and 2 parts building sand floated onto the concrete while the latter is still green and then lightly brushed in order to create a non-slip surface.
- 6.1.9 Shower Doors:
 - 6.1.9.1 Door to be constructed with 15DR 20mm thick high density polystyrene glued with A660 polystyrene panel adhesive and clad both sides with 0.5mm galvanized AZ150 sheeting (or equal approved).
 - 6.1.9.2 Panels to be edged all-round with a 26 x 26 x 26 x 0.5mm galvanized AZ150 (or equal approved) cover piece, marine siliconed and 3.2mm aluminium riveted on both sides at maximum 300mm spacings to panel.
 - 6.1.9.3 Door to be pivot hinged hung off a 16mm diameter hot dipped galvanized mild steel round tube with 3x 70 x 25 x 1.6mm mild steel fixing lugs welded to tube and fixed to a 50 x 20mm hardwood sub frame into the door panel during manufacturing. Ends of steel tube to extend to outside of door panel and be trimmed to correct lengths when fixing into position. Purpose made pivot hinges to be secured to floor and welded at the top to the face frame.
- 6.1.10 Door Handles: Doors to be fitted with chrome plated 100mm bowed handle externally and a pull handle indicator latch internally.
- 7. **Storeroom:**
 - None
- 8. **Toilet Cubicles:**
 - 8.1.1 4no toilet cubicles complete with low level toilet pan and cistern.
 - 8.1.2 Face frame to be constructed with 25 x 25 x 1.6mm mild steel tubing and to be fully welded and attached to the container walls for improved stability. Centre posts to be secured to container floor.
 - 8.1.3 Partition walls to be constructed with 15DR 20mm thick high density polystyrene glued with A660 polystyrene panel adhesive and clad both sides with 0.5mm galvanized AZ150 sheeting (or equal approved). Panels to be edged all-round with a 26 x 26 x 26 x 0.5mm galvanized AZ150 (or equal approved) cover piece, marine siliconed and 3.2mm aluminium riveted on both sides at maximum 300mm spacings to panel.
 - 8.1.4 Fixing points of partitions to face frame and container wall to not exceed 400mm.
 - 8.1.5 Toilet Doors:
 - 8.1.5.1 To be constructed with 15DR 20mm thick high density polystyrene glued with A660 polystyrene panel adhesive and clad both sides with 0.5mm galvanized AZ150 sheeting (or equal approved).
 - 8.1.5.2 Panels to be edged all-round with a 26 x 26 x 26 x 0.5mm galvanized AZ150 (or equal approved) cover piece, siliconed and 3.2mm aluminium riveted at maximum 300mm spacings to panel.
 - 8.1.5.3 Hinges: Door to be pivot hinged hung off a 16mm diameter hot dipped galvanized mild steel round tube with 3x 70 x 25 x 1.6mm mild steel fixing lugs welded to tube and fixed to a 50 x 20mm hardwood sub frame into the door panel during manufacturing. Ends of steel tube to extend to outside of door panel and be trimmed to correct lengths when fixing into position. Purpose

- made electro plated pivot hinges to be secured to floor and welded at the top to the face frame.
- 8.1.5.4 Door Handles: Doors to be fitted with chrome plated 100mm bowed handle externally and a pull handle indicator latch internally.
- 8.1.6 Toilet Pan: Install ATLAS PLASTICS GEMINI 2 (code 567AP) (or equal approved) high density rotational-moulded grey plastic P-trap toilet pan securely bolted onto floor into each cubicle.
- 8.1.7 Cistern: Install a 9lt ATLAS PLASTICS (code 526AP) high density rotational moulded grey plastic closely coupled low level cistern and flush pipe connected to the toilet pan. Cistern to be equipped with pull-button type DPE Supa-flush valve (code FP10F10) (or equal approved) mechanism.
- 8.1.8 Cistern to be 4 times securely mounted with 6 x 8mm tech screws onto a 50 x 1.6mm mild steel flat bar welded to the full width of the cubicle. Position the mounting bar 20mm below the top edge of the cistern in order to avoid interference with the fitting of the cistern lid.
- 8.1.9 Toilet seat: Install a white DULUX 2000 (code CHA-405) (or equal approved) plastic toilet seat and flap to every toilet pan.
- 8.1.10 Toilet roll holders:
- 8.1.10.1 Rivet a WELDRITE single toilet roll holder (or equal approved) 800mm from floor level and 300mm from door frame to the right of each cubicle.
- 8.1.10.2 Mount a lockable white STIEBEL ELTRON multiple 3 toilet roll holder (TR3) (or equal approved) at 1400 from floor level on the inside of the container, 300mm to the right of the access door.
9. **Urinals:**
None
10. **Wash Hand Basins:**
- 10.1.1 2no Christy Splash Back Atlas Plastics (code: 383AP) (or equal approved) Splash back high density rotational-moulded grey wash hand basins.
- 10.1.2 Basins to be secured to container wall below and bracketed with a 1.6mm L shaped mild steel plate over full length of both basins at the top.
- 10.1.3 Each basin to be fitted with 15 mm GD Fittings clutch pillar tap (or equal approved).
- 10.1.4 Connect basin wastes to 50mm PVC waste pipe, white rubber P trap, with outlet through wall to external gully.
11. **Floor Coating:**
- 11.1.1 Complete floor to be waterproofed and appropriately prepared for coating with a 3mm thick black Polyurethane lining.
- 11.1.2 Apply 100mm high Polyurethane lining skirting to all internal container walls.
12. **Painting:**
- 12.1.1 Complete underside of the container must be painted with 1 coat UNIGALV (or equal approved) water based black acrylic topcoat, only applicable if not already painted.
- 12.1.2 All adjacent surfaces where heat was applied due to gas cutting, welding, grinding, etc. must be adequately prepared to bare metal to at least 150mm around the affected area. Apply 1 coat UNIGALV (or equal approved) under coat to a thickness of minimum 60 microns to the prepared areas.
- 12.1.3 Complete container to be scrubbed down with a sugar-soap mixture in order to get rid of all salt deposits and other contaminations.
- 12.1.4 Complete container to be washed down with a high pressure water jet cleaner.
- 12.1.5 When surface is completely dry, apply 1 coat UNIGAV (or equal approved) water based acrylic topcoat to all areas where the under coat was applied.
- 12.1.6 Apply a final coat UNIGAV (or equal approved) water based acrylic topcoat. Where possible the paint application must be done vertical down.

- 12.1.7 Entrance door to be white internally and eThekweni blue externally.
- 12.1.8 Window frames and cubicle frames to be finished off (inclusive of putty) white internally and externally.
- 12.1.9 The exterior of the container to be painted EtheKweni Blue.
- 12.1.10 The interior of the container to be painted white.

13. Securing of Container Access Doors:

- 13.1.1 Before installing any internal wall panels, existing container doors to be secured in a permanently closed position by welding a 300mm long 50 x 50 x 3mm mild steel angle gusset (an off cut section may be used but must at least be 100mm in length) in an upright position to the bottom corners and a 300mm long 50 x 1.6mm mild steel flat bar gusset to the bottom and top of the 2 adjoining doors.
- 13.1.2 All external locking mechanisms on the container to be completely removed.

14. General

- 14.1.1 Linea multilayer pipes and fittings (or equal approved) to be used internally and externally.
- 14.1.2 Ring water supply within structure to be minimum 22mm diameter and fixed at roof level. All other dropdowns and supply to sanitary fittings to be 15mm diameter.
- 14.1.3 All pipes to be saddled to container walls at maximum 400mm spacing - white holder bats.
- 14.1.4 Water supply inlet into container to be located 300mm from floor level.
- 14.1.5 Water supply into container and each shower, toilet cistern, wash hand basin and urinal must be fitted with an appropriately sized emergency ball-o-stop (screwdriver type) isolation valve.
- 14.1.6 No waste pipes to be located under container floor.
- 14.1.7 Cut-outs for pipe work through container wall to be neatly rounded and not exceed the nominal diameter of the incoming pipe by 3mm.
- 14.1.8 No supplier branding or logos are to be displayed on the containers.
- 14.1.9 Appropriate "male" sign to be displayed externally and riveted above the entrance door and appropriate shower and toilet signage to be displayed externally on all shower and toilet cubicle doors. Signs to be 150mm in height and width.
- 14.1.10 Appropriate storeroom, shower and toilet signage to be displayed externally on relevant cubicle doors. Cubicle doors to have 75mm high wc stickers on toilet cubicles and shower stickers on showers affixed to the top right hand corner of the door. Cubicles to be numbered 1 through to 6 with 75mm high black lettering. Cubicle 1 located to left of entrance door and numbering to proceed clockwise.
- 14.1.11 A GMS 180x65mm Lasercore plaque (or equal approved) reflecting the allocated asset number must be riveted externally to the handle side of the entrance door into the first flute at door head height (as shown on drawing: CAB Asset No Spec Plaque rev 0). Asset number will generally consist of 6 characters eg. TC1212 and will be issued to the Supplier by the Client.
- 14.1.12 Water Energizing: All suppliers to ensure that container pipework (closed system) is water energized to 6 Bar for a duration of minimum 5 minutes and tested for leaks. This must be witnessed by the Client's representative. On completion of this the supplier must issue to the Client's representative a signed certificate confirming the energizing and lack of leaks.
- 14.1.13 Testing For Leaks: All plumbing installations, including showers and toilets, to be checked for leaks. This must be witnessed by the Client's representative.
- 14.1.14 Level Inspection Sites: All containers being inspected in the supplier's yard (final inspection) must be set up on a level area.

Male/Female Split Ablution Container Specification

1. Containers:

1.1 **Size and Standard:** 6m x 2.4m shipping grade steel container as per ISO standards. Container to be less than 24 months old and the manufacturing date plaque must be visible and legible. Containers not containing the manufacturing plaque will not be accepted by the Client.

1.2 **Condition:** Container to be in a good condition, free of dents, rust or any other visible structural damage. Supplier undertakes a visual inspection of the container at delivery in order to confirm the condition before commencing with the modification.

2. **Entrance Door:**

2.1.1 Entrance door to be left hung and other to be hung right and opening outwards.

2.1.2 **Door Opening:** With the existing container doors located to the right hand, mark out a 2080 x 850mm entrance door opening in the position shown on the drawing and cut out the panel. Set aside the cut out panel for re-use as door panel.

2.1.3 **Doorframe:** Make up using 75 x 25 x 3mm mild steel angle and in order to not cause distortion stitch weld into opening. When fully cooled down, fill in between stitching to create a continuous weld.

2.1.4 **Weather Bar:** In order to not cause distortion stitch weld into position at the top of door opening a 50 x 3mm thick weather bar protruding 50mm past the edge of the door opening. Round off the 2 exposed corners to a 20mm radius. When fully cooled down, fill in between stitching to create a continuous weld.

2.1.5 **Door Panel:** Make up with 50 x 38 x 1.6mm tubing frame and cut out panel (item 1.2.2) set centralized into and securely welded to frame. In order to not cause distortion stitch-weld panel into frame. When fully cooled down, fill in between stitching to create a continuous weld.

2.1.6 **Hinges:** Fix door into frame with 3 no heavy duty bushed bearing butt hinges welded onto door and frame. Locate hinges both 300mm from top and bottom of door panel.

2.1.7 **Padlock lugs:** Make up 2no 50 x 30 x 6mm lugs with 20mm radius rounded outer corners and a 15mm diameter hole. Align and weld to both door and frame at a height of 1300mm.

2.1.8 **Door Lock:** Fit a latch lock with 3no keys (SAVIGNAC Ref. SAFQLL035/33 for aluminum doors (or equal approved)) into tubing frame of the door panel. Align and cut lock strike slot into doorframe.

2.1.9 **Door Gasket:** 25mm side of the door frame to be edged with a push-in gasket rubber profiled trimming securely glued into position with contact adhesive.

2.1.10 **Door hooks:** Weld a 150mm length of 20 x 10 x 3mm chain located 100mm in from the door lock side to the external bottom rail of each door frame and a hook located in an appropriate position on the container to hold door in an open position. In order to ensure no movement of the door once the chain is hooked in, make up a 100mm long door stop with 25 x 25 x 1.6mm mild steel tubing blanked off and fitted with a 32mm rubber door stop, aligned with top rail of door and welded onto the container side.

3. **Window Frames:**

3.1.1 All window frames to comply with SABS No 727/1962, constructed of solid mild steel sections finished off with a minimum 20 micron thick dipped red oxide primer. All opening sections to be hung on steel hinges fitted with brass pins and washers, heavy duty peg stay, steel bracket, peg and rest.

3.1.2 **Toilet Windows (W1):** 3no top hung NG1 (359mm high x 533mm wide) steel window frame welded into 50 x 50 x 3mm mild steel angle frame welded into opening cut into container wall where shown on drawings.

3.1.3 **Central Interior Space Window (W2):** 1no Top hung NG4 (359mm high x 1511mm wide) steel window frame welded into 50 x 50 x 3mm mild steel angle frame welded into opening cut into container wall where shown on drawings.

3.1.4 **Weather Bar:** : In order to not cause distortion stitch-weld into position at top of all window openings a 50 x 3mm thick weather bar protruding 50mm past edge of opening and exposed corners rounded off to a 20mm radius.

- 3.1.5 In order to not cause distortion stitch-weld both the mild steel angle frame as well as the window frames into position. When fully cooled down, fill in between stitching to create a continuous weld.
 - 3.1.6 Window Panels: Silicone 3mm clear UHL (high impact acrylic) frosted panels into all window frame openings. Externally to be glazed with putty.
4. **Vents:**
- 4.1.1 Louvered Vents: 4no 385 x 200mm high FLASHINGS UNLIMITED louvered vents (or equal approved) riveted onto 50 x 50 x 3mm mild steel angle frame welded into openings cut into front and rear of container 300mm above floor level where shown on drawings.
 - 4.1.2 Vents made up with 0.5mm thick AZ150 galvanized sheeting (or equal approved) and consist of four double bent Z-blade louvers assembled to a flanged 411 x 242mm frame.
5. **Ventilator Device / Sky Light:**
- 5.1.1 Supply and install 2no 400 x 615mm ULTRA FLOW FLASHINGS UNLIMITED (or equal approved) galvanized natural ventilator with poly carb weather cap.
 - 5.1.2 Ventilator opening size to be minimum 350mm².
 - 5.1.3 Ventilator made up with 0.5mm AZ150 (or equal approved) galvanized sheeting and fitted with a high impact UV resistant clear poly carb weather cap.
 - 5.1.4 Extractor devices to be securely 8x riveted onto 50 x 50 x 3mm mild steel angle frame welded into appropriately sized 400 x 400mm openings where shown on drawing into the container roof.
 - 5.1.5 Seal with marine silicone and make watertight externally all-round frame.
6. **Shower Cubicles:**
- 6.1.1 2 No single shower cubicles complete with 15mm GD Fittings stop tap (or equal approved), plastic soap dish and GD Fittings shower head (or equal approved).
 - 6.1.2 Outlet drain opening: Make a 55mm diameter hole at floor level into container side wall along the centre line of the shower cubicle.
 - 6.1.3 Base frame for shower cubicles: to be manufactured from 150 x 50 x 1.6mm mild steel lipped channel and fixed to container floor. Provide cut-outs in bottom of frame in line with the 55mm hole to accommodate plumbing. Frame to be primed with UNIGALV (or equal approved) prior to fixing down.
 - 6.1.4 Face frame: to be constructed with 25 x 25 x 1.6mm mild steel tubing and to be fully welded and attached to the container walls for improved stability. Centre posts to be secured to container floor.
 - 6.1.5 Shower cubicle walls: to be constructed with 15DR 20mm thick high density polystyrene glued with A660 polystyrene panel adhesive and clad both sides with 0.5mm galvanized AZ150 sheeting (or equal approved). Panels to be edged allround with a 26 x 26 x 26 x 0.5mm galvanized AZ150 (or equal approved) cover piece, fully marine siliconed and 3.2mm aluminium riveted on both sides at maximum 300mm spacings to panel.
 - 6.1.6 Apply marine silicone to all joints between dividing panels and wall panels prior to fixing to each other, the base and front frame. Fix at maximum 400mm spacing.
 - 6.1.7 Pipe work: Using 50mm diameter PVC pipe, make up the shower drainage system. PVC glue the pipe, T-piece and 90° bend together. Marine silicone 75mm Cobra Watertech shower waste without trap into PVC waste pipe fittings. Shower outlets to be located in the centre of the cubicle. Ensure a minimum 15mm slope on the pipe configuration to the outside.
 - 6.1.8 Shower cubicle floor: Cast floor using 25 Mpa concrete. Concrete shower tray to be screeded and graded to fall of min 15mm to waste and to be finished off with a min 50mm radius stand-up edging all-round. Concrete to be floated to a smooth surface and finished off with a mixture of 1 part high alumina cement powder and 2 parts building sand floated onto the concrete while the latter is still green and then lightly brushed in order to create a non-slip surface.

6.1.9 Shower Doors:

- 6.1.9.1 Door to be constructed with 15DR 20mm thick high density polystyrene glued with A660 polystyrene panel adhesive and clad both sides with 0.5mm galvanized AZ150 sheeting (or equal approved).
 - 6.1.9.2 Panels to be edged all-round with a 26 x 26 x 26 x 0.5mm galvanized AZ150 (or equal approved) cover piece, marine siliconed and 3.2mm aluminium riveted on both sides at maximum 300mm spacings to panel.
 - 6.1.9.3 Door to be pivot hinged hung off a 16mm diameter hot dipped galvanized mild steel round tube with 3x 70 x 25 x 1.6mm mild steel fixing lugs welded to tube and fixed to a 50 x 20mm hardwood sub frame into the door panel during manufacturing. Ends of steel tube to extend to outside of door panel and be trimmed to correct lengths when fixing into position. Purpose made pivot hinges to be secured to floor and welded at the top to the face frame.
- 6.1.10 Door Handles: Doors to be fitted with chrome plated 100mm bowed handle externally and a pull handle indicator latch internally.

7. Storeroom and Dividing Wall:

- 7.1.1 Partition wall between shower cubicle and storeroom to be extended to container roof.
- 7.1.2 Storeroom door:
 - 7.1.2.1 Door to be constructed and fixed similar and equal to the shower cubicle doors. Fit a dead panel above door in order to fully enclose the opening to roof height.
 - 7.1.2.2 Door to be fitted with an externally mounted 150mm galvanised pad bolt bolted to door and frame with 6mm carriage bolts and nuts.
- 7.1.3 Shelving: 3no 750 x 300 shelves spaced at 400mm centers from the roof of the container to be spot welded to container wall and 3x riveted to cubicle partition. Shelves made up with 25 x 25 x 1.6mm mild steel angle frame and 0.5mm galvanized AZ150 sheeting (or equal approved) riveted to frame.
- 7.1.4 Dividing wall: 1.2mm mild steel sheeting fixed to frame with 3.2mm aluminium rivets at maximum 300mm spacing.

8. Toilet Cubicles:

- 8.1.1 2no toilet cubicles complete with low level toilet pan and cistern.
- 8.1.2 Face frame to be constructed with 25 x 25 x 1.6mm mild steel tubing and to be fully welded and attached to the container walls for improved stability. Centre posts to be secured to container floor.
- 8.1.3 Partition walls to be constructed with 15DR 20mm thick high density polystyrene glued with A660 polystyrene panel adhesive and clad both sides with 0.5mm galvanized AZ150 sheeting (or equal approved). Panels to be edged all-round with a 26 x 26 x 26 x 0.5mm galvanized AZ150 (or equal approved) cover piece, marine siliconed and 3.2mm aluminium riveted on both sides at maximum 300mm spacings to panel.
- 8.1.4 Fixing points of partitions to face frame and container wall to not exceed 400mm.

8.1.5 Toilet Doors:

- 8.1.5.1 To be constructed with 15DR 20mm thick high density polystyrene glued with A660 polystyrene panel adhesive and clad both sides with 0.5mm galvanized AZ150 sheeting (or equal approved).

- 8.1.5.2 Panels to be edged all-round with a 26 x 26 x 26 x 0.5mm galvanized AZ150 (or equal approved) cover piece, siliconed and 3.2mm aluminium riveted at maximum 300mm spacings to panel.
- 8.1.5.3 Hinges: Door to be pivot hinged hung off a 16mm diameter hot dipped galvanized mild steel round tube with 3x 70 x 25 x 1.6mm mild steel fixing lugs welded to tube and fixed to a 50 x 20mm hardwood sub frame into the door panel during manufacturing. Ends of steel tube to extend to outside of door panel and be trimmed to correct lengths when fixing into position. Purpose made electro plated pivot hinges to be secured to floor and welded at the top to the face frame.
- 8.1.5.4 Door Handles: Doors to be fitted with chrome plated 100mm bowed handle externally and a pull handle indicator latch internally.
- 8.1.6 Toilet Pan: Install ATLAS PLASTICS GEMINI 2 (code 567AP) (or equal approved) high density rotational-moulded grey plastic P-trap toilet pan securely bolted onto floor into each cubicle.
- 8.1.7 Cistern: Install a 9lt ATLAS PLASTICS (code 526AP) high density rotationalmoulded grey plastic closely coupled low level cistern and flush pipe connected to the toilet pan. Cistern to be equipped with pull-button type DPE Supa-flush valve (code FP10F10) (or equal approved) mechanism.
- 8.1.8 Cistern to be 4 times securely mounted with 6 x 8mm tech screws onto a 50 x 1.6mm mild steel flat bar welded to the full width of the cubicle. Position the mounting bar 20mm below the top edge of the cistern in order to avoid interference with the fitting of the cistern lid.
- 8.1.9 Toilet seat: Install a white DULUX 2000 (code CHA-405) (or equal approved) plastic toilet seat and flap to every toilet pan.
- 8.1.10 Toilet roll holders:
 - 8.1.10.1 Rivet a WELDRITE single toilet roll holder (or equal approved) 800mm from floor level and 300mm from door frame to the right of each cubicle.
 - 8.1.10.2 Mount a lockable white STIEBEL ELTRON multiple 3 toilet roll holder (TR3) (or equal approved) at 1400 from floor level on the inside of the container, 300mm to the right of the access door.
- 9. **Urinals:**
 - 9.1.1 2 No Atlas Plastics Seemelo (code: 512AP) (or equal approved). Flatback high density rotation-moulded grey wall mounted urinals equipped with Lilydome waterless urinal waste (code: 497AP) (or equal approved).
 - 9.1.2 Urinals to be securely bolted to a 526 x 247 x 1.6mm backing plate welded to the container wall at 400mm and 550mm respectively from floor level.
 - 9.1.3 Connect urinal wastes directly to 50mm PVC waste pipe with outlet through container wall.
- 10. **Wash Hand Basins:**
 - 10.1.1 2no Christy Splash Back Atlas Plastics (code: 383AP) (or equal approved) Splash back high density rotational-moulded grey wash hand basins.
 - 10.1.2 Basins to be secured to container wall below and bracketed with a 1.6mm Lshaped mild steel plate over full length of both basins at the top.
 - 10.1.3 Each basin to be fitted with 15 mm GD Fittings clutch pillar tap (or equal approved).
 - 10.1.4 Connect basin wastes to 50mm PVC waste pipe, white rubber P trap, with outlet through wall to external gully.
- 11. **Floor Coating:**
 - 11.1.1 Complete floor to be waterproofed and appropriately prepared for coating with a 3mm thick black Polyurethane lining.
 - 11.1.2 Apply 100mm high Polyurethane lining skirting to all internal container walls.

12. Painting:

- 12.1.1 Complete underside of the container must be painted with 1 coat UNIGALV (or equal approved) water based black acrylic topcoat, only applicable if not already.
- 12.1.2 All adjacent surfaces where heat was applied due to gas cutting, welding, grinding, etc. must be adequately prepared to bare metal to at least 150mm around the affected area. Apply 1 coat UNIGALV (or equal approved) under coat to a thickness of minimum 60 microns to the prepared areas.
- 12.1.3 Complete container to be scrubbed down with a sugar-soap mixture in order to get rid of all salt deposits and other contaminations.
- 12.1.4 Complete container to be washed down with a high pressure water jet cleaner.
- 12.1.5 When surface is completely dry, apply 1 coat UNIGAV (or equal approved) water based acrylic topcoat to all areas where the under coat was applied.
- 12.1.6 Apply a final coat UNIGAV (or equal approved) water based acrylic topcoat. Where possible the paint application must be done vertical down.
- 12.1.7 Entrance door to be white internally and eThekweni blue externally.
- 12.1.8 Window frames and cubicle frames to be finished off (inclusive of putty) white internally and externally.
- 12.1.9 The exterior of the container to be painted EtheKweni Blue.
- 12.1.10 The interior of the container to be painted white.

13. Securing of Container Access Doors:

- 13.1.1 Before installing any internal wall panels, existing container doors to be secured in a permanently closed position by welding a 300mm long 50 x 50 x 3mm mild steel angle gusset (an off cut section may be used but must at least be 100mm in length) in an upright position to the bottom corners and a 300mm long 50 x 1.6mm mild steel flat bar gusset to the bottom and top of the 2 adjoining doors.
- 13.1.2 All external locking mechanisms on the container to be completely removed.

14. General

- 14.1.1 Linea multilayer pipes and fittings (or equal approved) to be used internally and externally.
- 14.1.2 Ring water supply within structure to be minimum 22mm diameter and fixed at roof level. All other dropdowns and supply to sanitary fittings to be 15mm diameter.
- 14.1.3 All pipes to be saddled to container walls at maximum 400mm spacing - white holder bats.
- 14.1.4 Water supply inlet into container to be located 300mm from floor level.
- 14.1.5 Water supply into container and each shower, toilet cistern, wash hand basin and urinal must be fitted with an appropriately sized emergency ball-o-stop (screwdriver type) isolation valve.
- 14.1.6 No waste pipes to be located under container floor.
- 14.1.7 Cut-outs for pipe work through container wall to be neatly rounded and not exceed the nominal diameter of the incoming pipe by 3mm.
- 14.1.8 No supplier branding or logos are to be displayed on the containers.
- 14.1.9 Appropriate "male" sign to be displayed externally and riveted above the entrance door and appropriate shower and toilet signage to be displayed externally on all shower and toilet cubicle doors. Signs to be 150mm in height and width.
- 14.1.10 Appropriate storeroom, shower and toilet signage to be displayed externally on relevant cubicle doors. Cubicle doors to have 75mm high wc stickers on toilet cubicles and shower stickers on showers affixed to the top right hand corner of the door. Cubicles to be numbered 1 through to 6 with 75mm high black lettering. Cubicle 1 located to left of entrance door and numbering to proceed clockwise.
- 14.1.11 A GMS 180x65mm Lasercore plaque (or equal approved) reflecting the allocated asset number must be riveted externally to the handle side of the entrance door into the first flute at door head height (as shown on drawing: CAB Asset No Spec Plaque rev 0). Asset number will generally consist of 6 characters eg. TC1212 and will be issued to the Supplier by the Client.
- 14.1.12 Water Energizing: All suppliers to ensure that container pipework (closed system) is water energized to 6 Bar for a duration of minimum 5 minutes and tested for

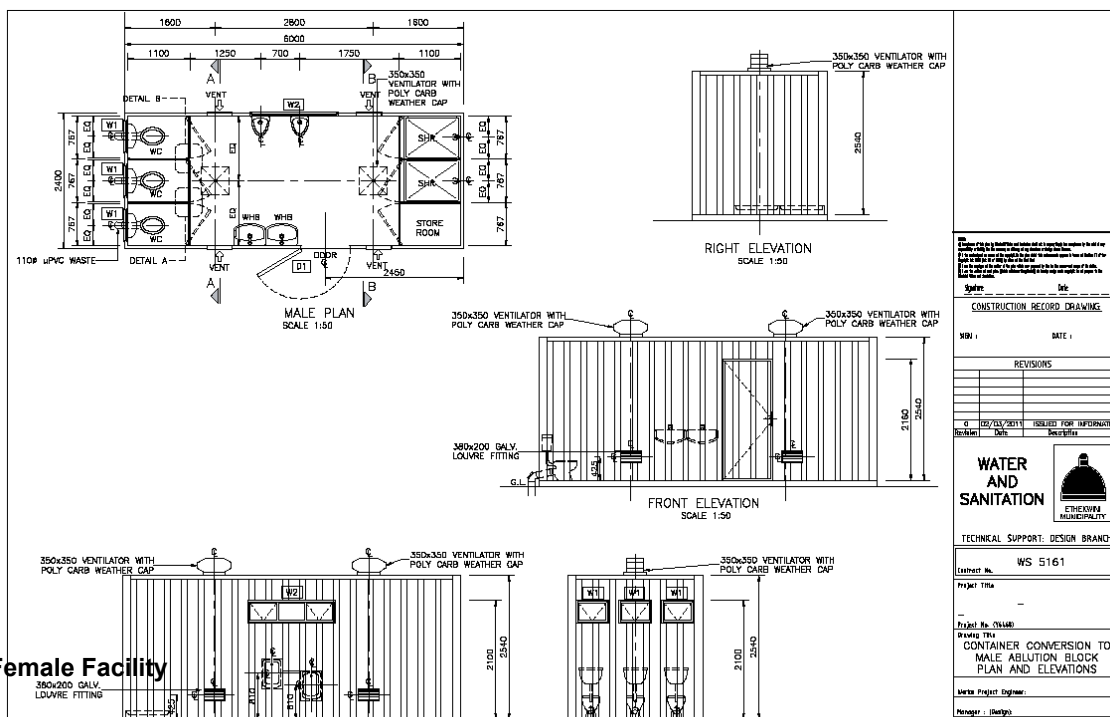
leaks. This must be witnessed by the Client's representative. On completion of this the supplier must issue to the Client's representative a signed certificate confirming the energizing and lack of leaks.

14.1.13 Testing For Leaks: All plumbing installations, including showers and toilets, to be checked for leaks. This must be witnessed by the Client's representative.

14.1.14 Level Inspection Sites: All containers being inspected in the supplier's yard (final inspection) must be set up on a level area.

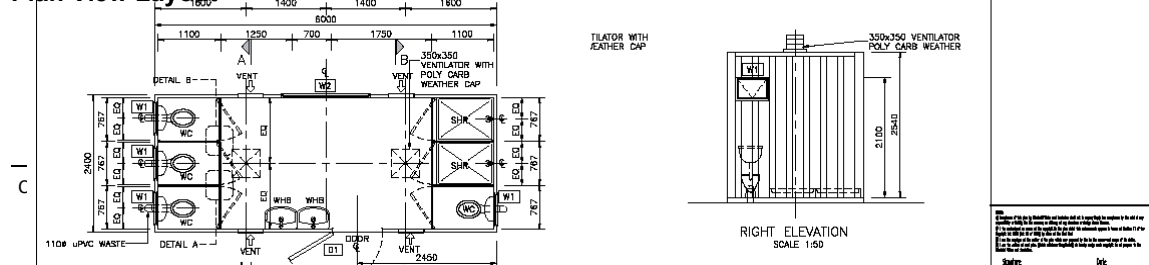
C3.3.2 Standard / Particular Informal Settlement Containerise Ablution Facility Drawings

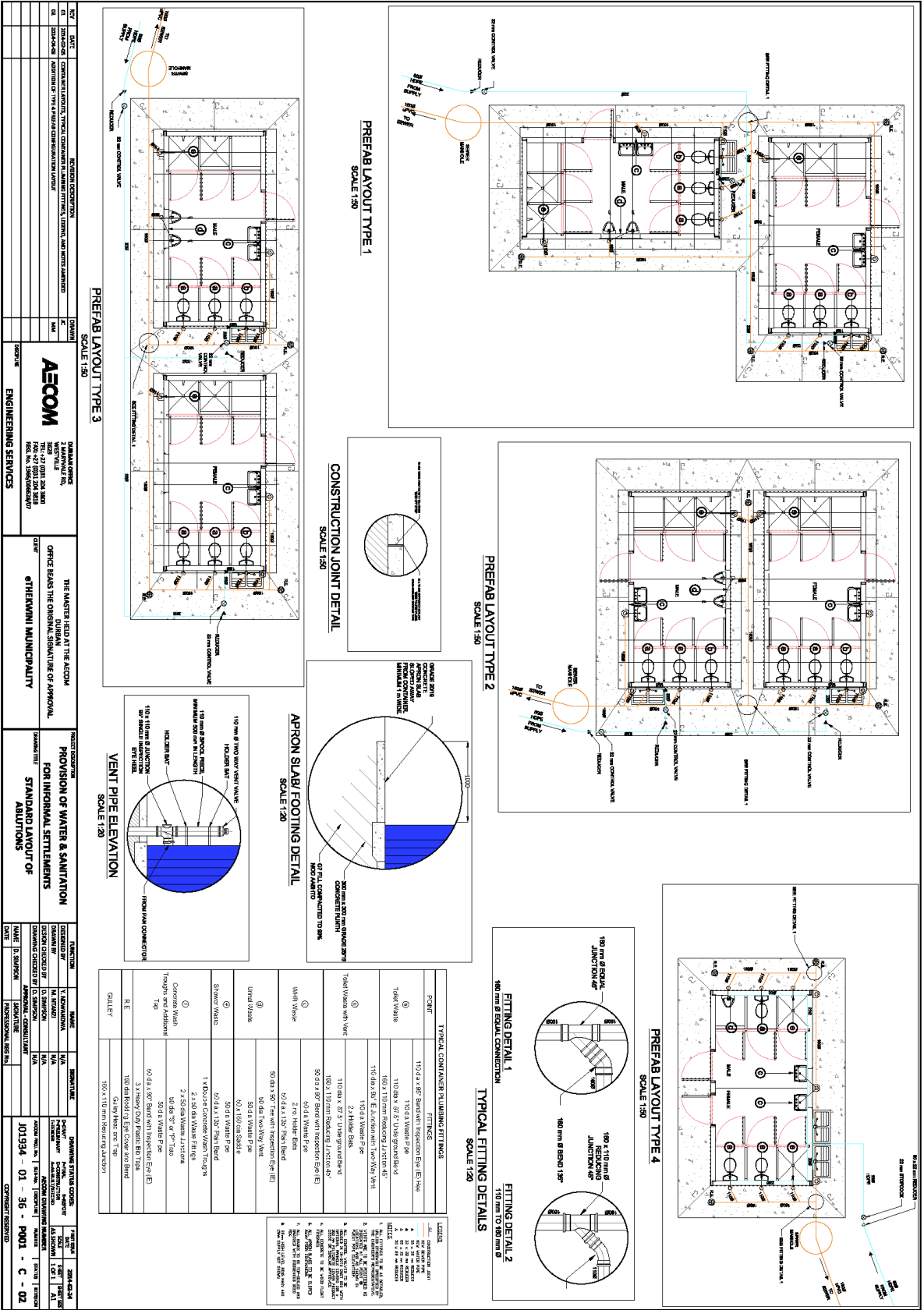
Male Facility

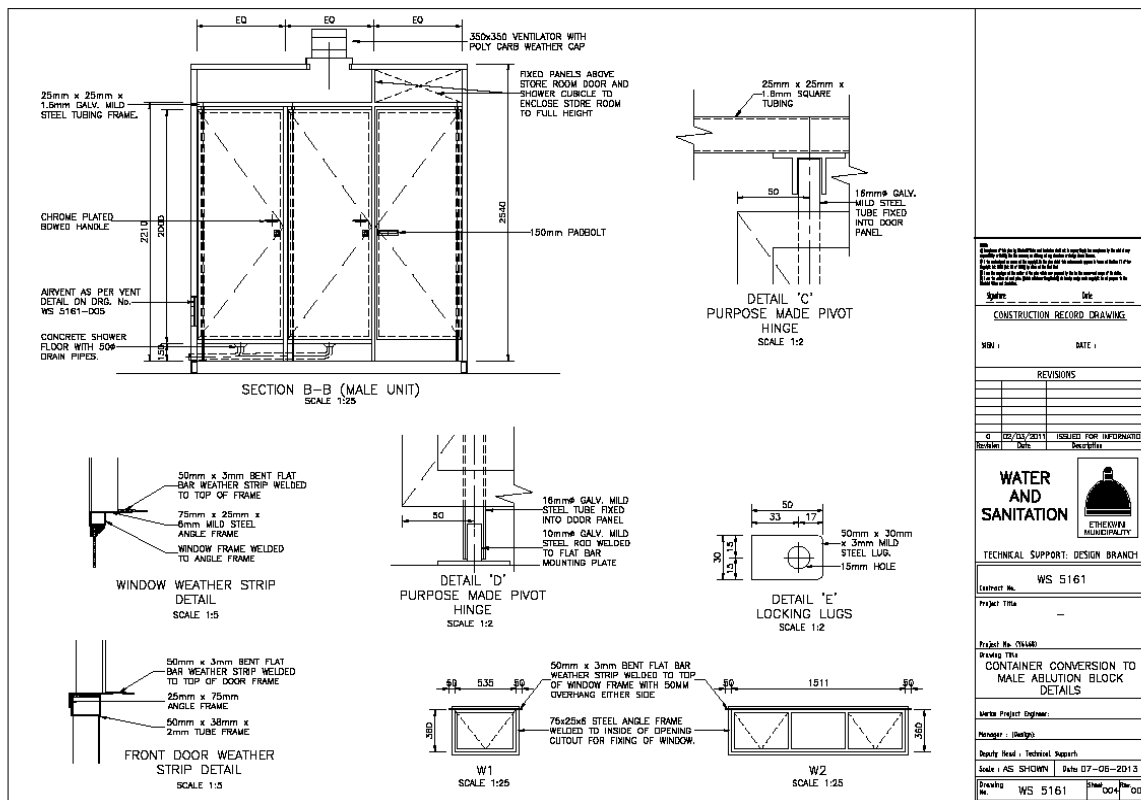


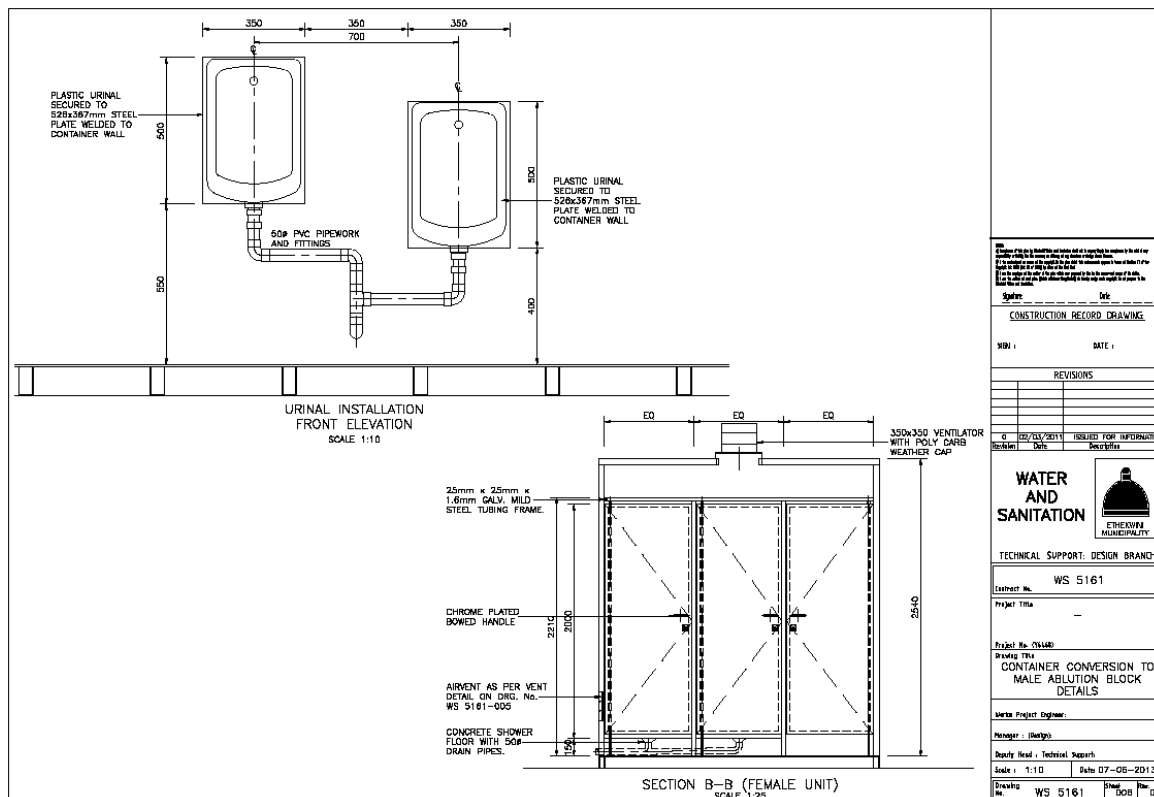
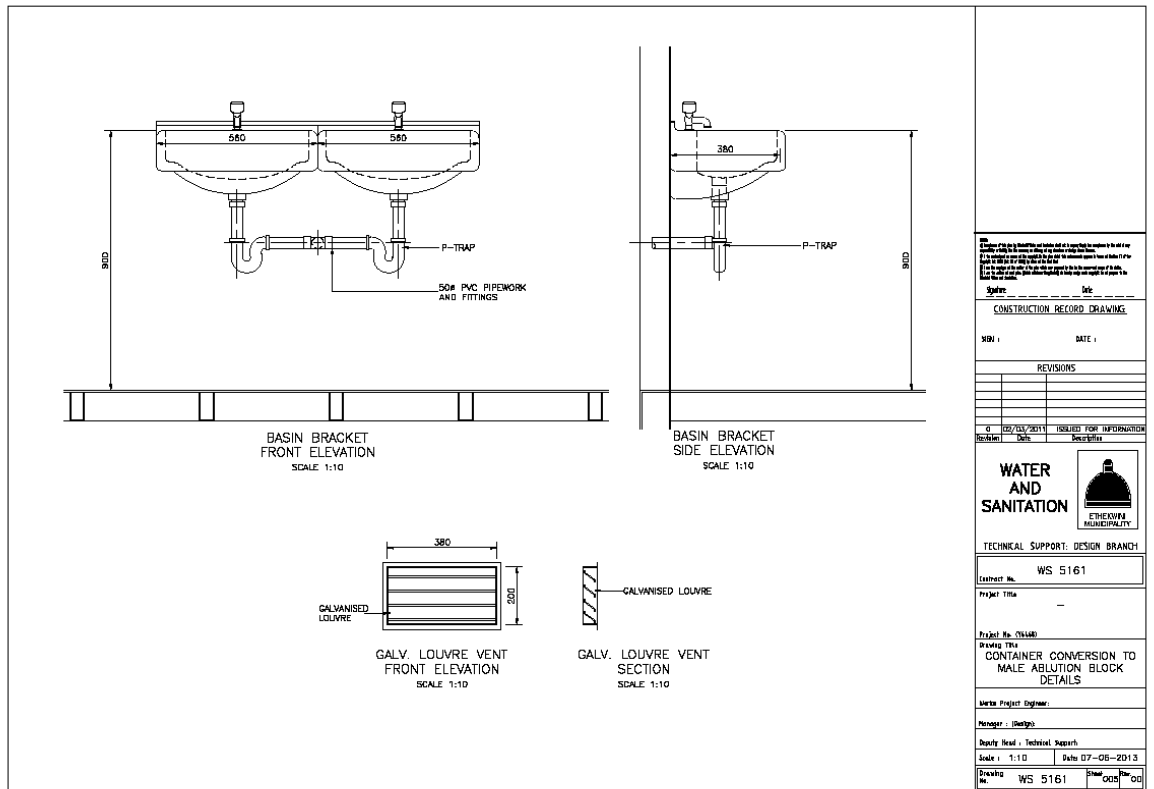
Female Facility

Plan View Layout

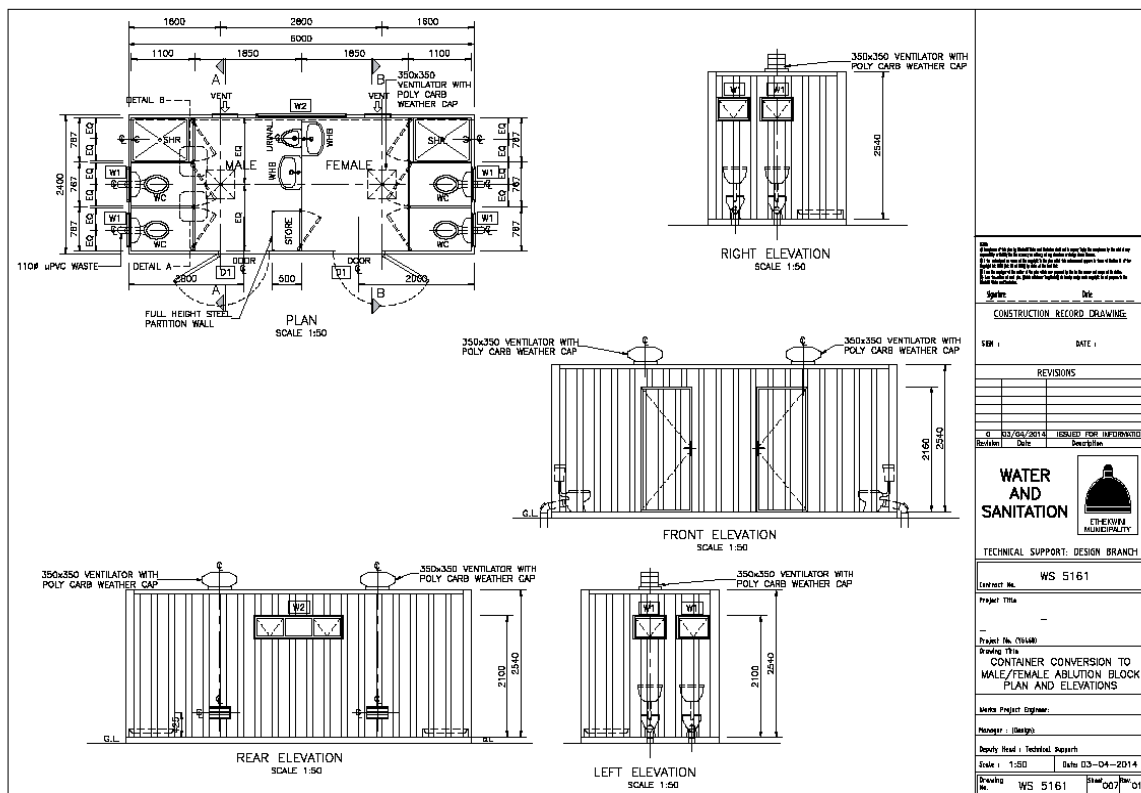


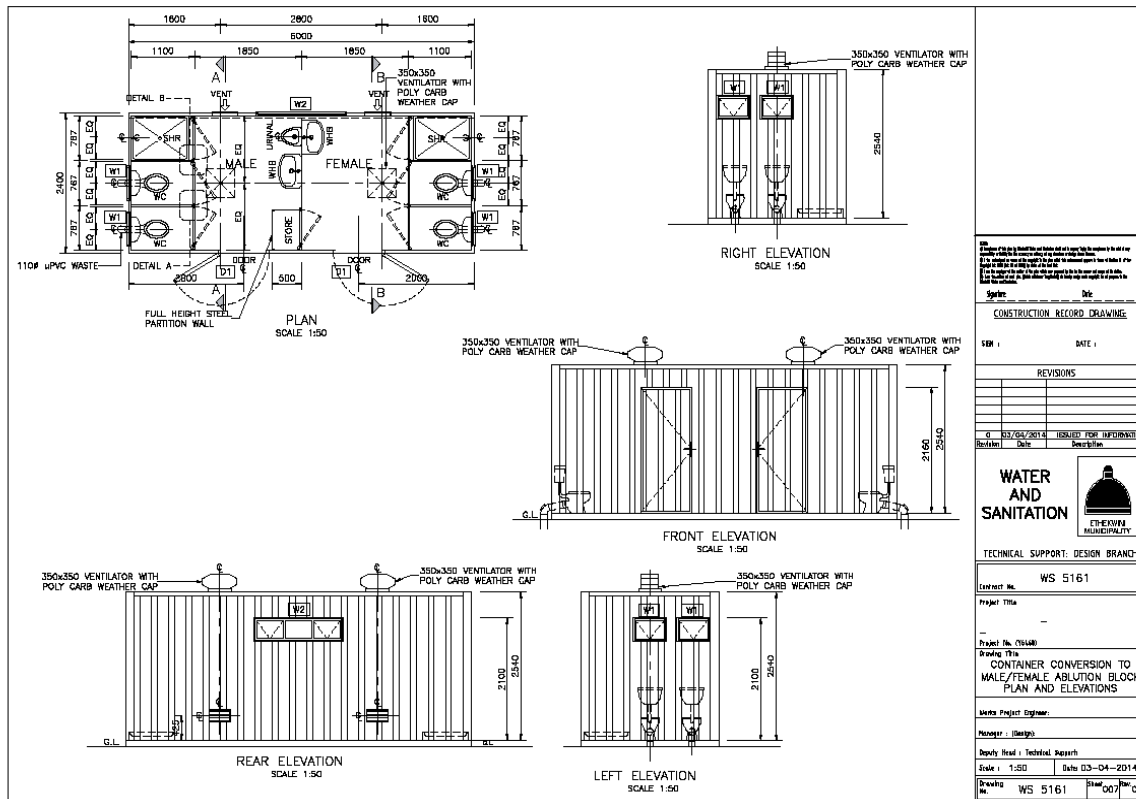






Male and Female Split Ablution





- 1.2.2.3. Fixed to steel channel sheeting rails using approved 3.2mm dia shank pop rivets with min 10mm head diameter at 300mm centres
- 1.2.2.4. Epdm seals every third crest of sheet and to every sheeting rail centre, all in accordance with the manufacturer's recommendations.

1.3. Roof

- 1.3.1. The roof to be of 0,80mm 686mm cover IBR Zincal roof sheeting (or equal approved) attached to roof structure to engineer's specification on drawing number J01934-0104-901.
- 1.3.2. Roof to have 3 No sheets of 1,25mm Modek Opal 50 (or equal approved).
- 1.3.3. Roofing fixed to intermediate steel purlins and to ridge and eaves purlins, with 12x 65mm long class 3 metal self-drilling screws at every second crest, at intermediate purlins and at every crest at eaves purlins
- 1.3.4. Side laps to be stitched at 400mm centres between purlins, all in accordance with manufacturer's recommendations.

2. Entrance Door

- 2.1. Entrance door to be left hung and opening outward.
- 2.2. Doors to be hung from structural members.
- 2.3. 38x38x4 GMS frame, with internal bracing as shown on drawing J0193-01-90-901 and J019301-90-902 clad with sheeting to match walls internally and externally.
- 2.4. Door Lock: Fit a latch lock with 3no keys (SAVIGNAC Ref. SAFQLL035/33 for aluminum doors (or equal approved)) into tubing frame of the door panel. Align and cut lock strike slot into doorframe.
- 2.5. Pad Bolt With Keep : 1 only Hardware Industries (code: 191 150) (or equal approved) 150mm pad bolt with keep, in electro galvanised finish
- 2.6. Padlock: 1 only Viro Fortis Discus Padlock - 70mm (code: F601010) (or equal approved).
- 2.7. Hinge: 1 pairs Hardware Industries (code: 480 100) (or equal approved) 100mm standard butt hinge, in electro galvanised finish
- 2.8. Door keep: Rivet a 150mm length of 20x10x3mm chain to door and a hook to the building to hold door in open position. Make up a 100mm long door stop with 25x25x1.6mm mild steel tubing riveted to structure side in a suitable position to ensure no movement once the chain is hooked up. Align a 32mm rubber door stop with the stopper and fix to the door.

3. Ventilation Openings

- 3.1. Openings to be provided on side elevations as dimensioned on drawing number J01934-01-90-901 and 902.
- 3.2. Flatex 338/VEM 6311F expanded GMS metal (or equal approved) as burglar proofing to be welded to 50x50x3mm GMS frames to suit openings and attached to structural members.

4. Shower Cubicles

- 4.1. 2 No single shower cubicles complete with 15mm GD Fittings stop tap (or equal approved), plastic soap dish and GD Fittings shower head (or equal approved).
- 4.2. Shower outlet:
 - 4.2.1. Cobra Watertech 75mm shower waste (code: 323CP) (or equal approved), with 50mm diameter outlet cast into slab.
 - 4.2.2. Minimum strength of concrete shower base to be 25MPa.
 - 4.2.3. Construct a 1 maxi brick high splash wall on the outside of the cubicle frame. Concrete shower tray to be screeded and graded to fall of min 15mm to waste and to be finished off with a min 50mm radius stand-up edging all-round. Concrete to be floated to a smooth surface and finished off with a mixture of 1 part high alumina cement powder and 2 parts building sand floated onto the concrete while the latter is still green and then lightly brushed in order to create a non-slip surface. Splash wall to be finished off with a steel troweled min 20mm thick 1:3 plaster.
 - 4.2.4. Pipework from wastes to be 50mm PVC pipe glued to drain and draining to external gully. No traps to be installed.
- 4.3. Shower cubicle

- 4.3.1. Frame to be formed using structural members
- 4.3.2. Vertically clad with white 0.55mm AZ 100 ZincAl® sheeting (or equal approved) profiled with 2mm deep x 15mm wide flutes at 125mm centres
- 4.3.3. Fixed to steel channel sheeting rails using approved 3.2mm dia shank pop rivets with min 10mm head diameter at 300mm centres
- 4.3.4. Epdm seals every third crest of sheet and to every sheeting rail centre, all in accordance with the manufacturer's recommendations.
- 4.3.5. Apply an approved marine silicone to partition walls before fixing to external wall. All joints to be finish off neatly and surplus silicone removed from panel.
- 4.4. Shower cubicle door
 - 4.4.1. Door to be constructed with 15DR 20mm thick high density polystyrene glued with A660 polystyrene panel adhesive and clad both sides with 0.5mm white AZ150 sheeting (or equal approved).
 - 4.4.2. Panels to be edged all-round with a 26x26x26 x 0.5mm white AZ150 cover piece(or equal approved), marine siliconed and 3.2mm aluminium riveted on both sides at maximum 300mm spacing to panel.
 - 4.4.3. Door to hung with 1 pair 100mm standard butt hinge, in electro galv finish code: 480 100 (or equal approved).
 - 4.4.4. Door Handles: Doors to be fitted with chrome plated 100mm bowed handle externally and a pull handle indicator latch internally.

5. Storeroom (not applicable to female ablution)

- 5.1. Partition wall between shower cubicle and storeroom to be taken to underside of roof sheeting.
- 5.2. Storeroom door
 - 5.2.1. The door is to be fitted with an externally mounted 150mm galvanised pad bolt bolted to door and frame with 6mm carriage bolts and nuts.
 - 5.2.2. Provide 1 only Viro Fortis Discus Padlock - 50mm (code: F601010) (or equal approved)
 - 5.2.3. Door to be equivalent to shower door.
 - 5.2.4. Dead panel to be fitted above door to fully enclose storeroom.
 - 5.2.5. Shelving: 3no 750x300 shelves spaced at 400mm centers from the roof of the container to be riveted to container wall and 3x riveted to cubicle partition. Shelves made up with 25x25x1.6mm mild steel angle frame and 0.55mm white AZ 150 ZincAl® sheeting (or equal approved) riveted to frame.

6. Toilet Cubicles

- 6.1. No toilet cubicles complete for male ablutions and 4 No toilet cubicles complete for female. Doors and partitions to be constructed equivalent to shower cubicle and door.
- 6.2. Toilet cubicle doors: to be fitted with chrome plated 80mm bowed handle externally and a pull handle indicator latch internally. Handles to be mounted at 1200mm from the bottom of the door panel.
- 6.3. Toilet Pan: Charlog Plastics (code CHA-400) (or equal approved) high density rotationalmoulded grey plastic P-trap toilet pan securely bolted to floor in each cubicle.
- 6.4. Cistern:
 - 6.4.1. Install a 9lt Charlog Plastics (code: CHA-401) (or equal approved) high density rotationalmoulded grey plastic closely coupled low level cistern and flush pipe connected to the toilet pan. Cistern to be equipped with pull-button type DPE Supa-flush valve (code FP10F10) (or equal approved) mechanism.
 - 6.4.2. Cistern to be secured onto 50 x 3mm GMS flat bar attached to structural members in wall.
- 6.5. Toilet seat: Install white Dulux 2000 (code: CHA-405) (or equal approved) plastic toilet seat and flap to every toilet pan.
- 6.6. Toilet roll holders:
 - 6.6.1. Rivet a Weldrite single toilet roll holder (or equal approved) 800mm from floor level to partition wall into each cubicle.
 - 6.6.2. Fix Stiebel Eltron multiple 3 roll toilet holder (TR3) (or equal approved), white in colour and lockable adjacent to main door.

7. Urinals (not applicable to female ablution)

- 7.1. No Charlog Plastics (code: CHA-402) (or equal approved). Flatback high density rotationmoulded grey wall mounted urinals equipped with waterless urinal waste (code: CHA-400) (or equal approved).
- 7.2. Urinals to be top clipped onto a 300mm long 50 x 3mm GMS flat bar attached to structural members in the wall behind and firmly secured through the fixing holes at the bottom of the urinal.
- 7.3. Connect urinal wastes to 50mm PVC waste pipe with outlet through structure's wall.

8. Wash Hand Basins

- 8.1. No Charlog Plastics (code: CHA-406) (or equal approved) Splash back high density rotational-moulded grey wash hand basins.
- 8.2. Basins to be top clipped onto a 300mm long 50 x 3mm GMS flat bar attached to structural members in wall behind and firmly secured to basin brackets and wall below.
- 8.3. Each basin to be fitted with GD Fittings clutch pillar tap (or equal approved).
- 8.4. Connect basin wastes to 50mm PVC waste pipe, white rubber P trap, with outlet through wall to external gully.

9. Wash Troughs

- 9.1. 2No L.G.Green double wash trough with stands (code: w102) (or equal approved) installed in positions reflected on site specific ancillary works layout.
- 9.2. Connect wastes to 50mm PVC waste pipe discharging to external gully.
- 9.3. Each wash trough to be fitted with a GD Fittings clutch pillar tap (or equal approved).

10. Floor Finish

25MPa concrete floor to be floated to a smooth surface and finished off with a mixture of 1 part high alumina cement powder and 2 parts building sand floated onto the concrete while the latter is still green and then lightly steel troweled.

11. Painting

All GMS surfaces where heat was applied due to gas cutting, welding, grinding, etc must be adequately prepared and painted with one coat cold galvanised to a thickness of minimum 60 Microns to the prepared area.

12. Ancillary Works

- 12.1. Water supply inlet to be located 300mm from floor level.
- 12.2. No waste pipes to be located under floor.
- 12.3. All below ground sewer pipework to be class 34, 110mm dia uPVC
- 12.4. Main water supply from the tie-in point (end cap) to structure to be minimum 22mmØ
- 12.5. 1m wide apron with minimum 20mm slope away from the structure to be grade 25/19, 100mm thick, unreinforced concrete with wood float finished. Construction joints to be formed as shown on drawings, J01934-01-90-901 and J01934-01-90-902 and to be formed with 10mm Jointex (or equal approved) with 10mmx10mm tear off strip and sealed with approved polysulphide sealant.
- 12.6. All exposed plumbing shall be securely attached to the structure.
- 12.7. Minimum cover to all pipes to be:
 - 12.7.1. Under roadway = 1.2m
 - 12.7.2. In road reserve = 1.0m
 - 12.7.3. Other = 0.8m
- 12.8. All ancillary and plumbing works must to conform to relevant SANS and EtheKwini standards, regulations and bylaws.

13. General

- 13.1. Linea multilayer pipes and fittings (or equal approved) to be used internally and externally. Ring water supply within structure to be minimum 22mm diameter and fixed at roof level. All other dropdowns and supply to sanitary fittings to be 15mm.
- 13.2. All pipes to be fixed to wall with white holder bats at maximum 400mm spacing.

- 13.3. Water supply into building, each shower, toilet cistern, wash hand basin, urinal, wash trough taps and ancillary tap must be fitted with an appropriately sized butterfly ball valve.
- 13.4. Cut-outs for pipe work through walls to be neatly rounded and sealed neatly with polyurethane sealer.
- 13.5. No supplier branding or logo's to be displayed on the building
- 13.6. External signage: 150x150 "male" or "female" sign, as appropriate, to be displayed externally above the entrance door
- 13.7. Appropriate storeroom shower and toilet signage to be displayed externally on relevant cubicle doors. Cubicle doors to have 75mm high wc stickers on toilet cubicles and shower stickers on showers affixed to the top right hand corner of the door. Cubicles to be numbered 1 through to 6 with 75mm high black lettering. Cubicle 1 located to left of entrance door and numbering to proceed clockwise.
- 13.8. A GMS 180x65mm Lasercore plaque (or equal approved) reflecting the allocated asset number must be riveted externally to the handle side of the entrance door into the first flute at door head height (as shown on drawing: CAB Asset No Spec Plaque rev 0). Asset number will generally consist of 6 characters eg. TM1212 and will be issued to the Supplier by the Client.

C3.3.4 Standard / Particular Informal Settlement Modular Ablution Facility Drawings

Male Facility











REGISTERED EXPANDED ABLUTION FACILITY CARETAKER
PROGRAMME (Registration No.: _____)

(Standard Contract for Task-rated / Time-rate Workers)

CONTRACT OF EMPLOYMENT ENTERED INTO AND BETWEEN

(In accordance with the ministerial determination and code of good practice for EPWP)

Name of Employee: _____

Identity Number: _____

Location of Project: _____

Commencement Date of Project: _____

Completion Date of Project: _____

1 Appointment

1.1 I am pleased to confirm that you have been appointed to work on a **Task Based Worker** as a

1.2 You will assume your duties on the and your anticipated last working day is subject to earlier termination due to finalization of the in-situ development of the informal settlement, or relocation of the containers, or any other lawful reason.

You are advised that this is a short-term contract in terms of Expanded Public Works Programme and depends on the continuation of the project and availability of its funding. The contract may be terminated for one of the following reasons:

- *If there is no more funding available for the project in your area.*
- *You repeatedly do not perform in terms of the tasks set out in your work programme.*

In addition, you are hereby reminded that this is a contract between Expanded Public Works Programme and you which does not create a legitimate expectation of a permanent post within the eThekweni Municipality. However, you are encouraged to apply for any vacant funded post(s) which are advertised on a regular basis via the media.

1.3 Your duties will be performed at

1.4 You are expected to reside within 200m of the informal settlement which you will be required to perform your duties.

1.5 While you are working you will report to

1. Notice

This contract may be terminated by either party by giving another party

- 2.1 one weeks notice, in writing, if employee has been employed for six months or less,
- 2.2 thereafter two weeks notice, in writing, if the employee has been employed for more than six months but less than 12 months,
- 2.3 four weeks notice, if the employee has been employed continuously for more than 12 months.

2. Job Description

Copy Of Relevant Job Description To Be Given To Employee.

3. Remuneration

- 4.1 Your basic remuneration is based on standard scheduled task rates which is R 96.00 per day
- 4.2 The said remuneration will be paid monthly (based on task completed within the required period).
- 4.3 There shall be no payments for standing time, rainy days, or public holidays.
- 4.4 Your salary will be paid directly into your bank account.
- 4.5 The said remuneration will be paid on the last working Friday of each month unless otherwise agreed.

5 Hours of Work

- 5.1 You are expected to complete a reasonable task within a four hour period per day. Starting from 07h30 to 16h00, Monday to Sunday.
- 5.2 Working hours consisting of 4 hours per day, the time is to be split over the morning, midday and afternoon.
- 5.3 No work shall be carried out without the Supervisors written permission on:
 1. Outside normal working hours (07h30 to 16h00);
 2. On weekends.
 3. On any public holiday as defined in the Public Holiday's Act.

1. Sick Leave

- 6.1 You are entitled to one day sick leave for every 26 days worked should you be unfit to work due to medical reasons.
- 6.2 You are obliged to submit as soon as possible, but not later than the return day to work, a medical certificate signed by a recognized medical practitioner as per the South African Medical and Dental Association (SAMDA) and with practice number or proof of illness for any period of absence, failing which you will not be entitled to any payment in respect of days of absence.

7. Family Responsibility Leave

- 7.1 You are entitled to **three** day leave with full pay to attend to family responsibilities.
- 7.2 "Family responsibilities" refers to the birth or illness of your child and the death of your spouse/ life partner, parent, adoptive parent, grand-parent, child, adopted child, grandchild or sibling.
- 7.3 You will have to request leave in writing and obtain permission to leave at least one day prior to going on leave or as soon as is reasonably practicable to do so.
- 7.4 You are obliged to submit reasonable proof, in the event (for which-delete) leave is required failing which you will not be entitled to any payment in respect of the days of absence.
- 7.5 Family responsibility leave lapses at the end of the contract.

1. Injury On Duty

- 8.1 You are required to report the accidents, diseases or any other work related injuries to your supervisor.
- 8.2 You will be paid for any injury caused by an accident at work 75% of your earnings up to three months. Please note, this does not apply to injuries caused by accidents outside the workplace such as road accidents or accidents at home.

1. Maternity Leave

- 9.1 You are entitled to four consecutive months maternity leave without pay.
 - 9.2 If the Project has not come to an end, by the time you come back, you will resume work
 - 9.3 You must give reasonable notice to your supervisor of when to start maternity leave and when to return to work.
2. **Unemployment Insurance Fund**

1% of your wages will be deducted for UIF and the employer will contribute 1% to the UIF as well. If you become unemployed after having contributed for a period of 6 months or more you can claim from the Department of Labour - Unemployment Insurance Fund.
3. **Disciplinary Procedures**

Discipline will be handled fairly, consistently, progressively and promptly. Subject to the requirements of substantive fairness management has the right to determine the discipline to be applied, depending on the seriousness of the offence. The code of conduct for employees guideline sanctions for infringement will be issued in order to familiarise yourself with what is expected of you.
4. **Grievance Procedure**

Any grievance/ complaints will be handled by EWS Supervisor. There shall be no victimisation or prejudice resulting from the use of grievance procedures.
5. **Engagement Formalities**

You are required to produce originals of the following for completion of engagement formalities:-

 - (1) Your Identification Document
 - (2) Residential address and house number
6. **Protective Clothing**

You will be issued the following items:-

 - (1) 1 No. Floppy hat
 - (2) 1 No. Overall (top and pants)
 - (3) 1 No. safety shoes

All issued items are to be returned to eThekweni Water and Sanitation after completion of project.
7. **Transportation**

You will be required to undertake tasks in the area of your residence, therefore, no transportation is required, it is your responsibility to get to work site, should you be required to go to the depot to perform other duties, then arrangements will be made.
8. **Induction**

You will be orientated before starting employment and continuous practical training for difficult tasks and particular activities. You will receive OH & S induction, should you be required to work with any mechanical or electrical equipment, then further training will be provided.
9. **Health And Safety**

There will be no payment for negligence, inaccurate judgement that may result in injury. First Aid box will be made available on construction sites, all work will be carried out in accordance with safety policies.
10. **Reporting Structures**
 - 18.1 The Caretaker will report to the respective EWS supervisor assigned to their informal settlement.
 - 18.2 Any contractual problems or complaints must be addressed to the EWS supervisor assigned to the respective settlement.
 - 18.3 It is hoped that these necessary formalities are completed fairly smoothly and that you will enjoy your period of employment with us.

Employee

Full names

Id no

Address/ house no.

.....

.....

Official signature: **Date**

Witness

Name

Signature **Date**

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.

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

PS.2.2 Proving Underground Services

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

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

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

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

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

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

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

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

Proving of services shall be completed at least two weeks in advance of the actual programmed date for commencing work in the area. The position of these services located must be co-ordinated and levelled by the Contractor, and the information given in writing to the Employer's Agent's Representative.

The requirements of this clause do not relieve the Contractor of any obligations as detailed in

the Conditions of Contract or under **Clause 4.17 of SANS 1921-1**.

PS.2.3 New Services and Relocation of Existing

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

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

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

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

Services affected by the contract are described as follows:

- **PS.4: Watermains;**
- **PS.5: Sewers;**
- **PS.6: Stormwater;**
- **PS.7: Electrical Cables / Lighting;**
- **PS.8: Telkom / Neotel;**
- **PS.9: CCTV;**

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

PS.2.4 Accommodation of Services

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

PS.3 WATERMAINS

PS.3.1 General

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

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

PS.3.2 Water Main Valve Access

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

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

PS.3.3 Restriction on Compactive Equipment

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

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

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

PS.4 SEWERS

The contractor shall be responsible for ensuring that all wastewater are taken care of.

PS.4.1 Blockage of Foul Water Sewers

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

PS.5.1 Blockage Stormwater Sewers

The Contractor shall be responsible for ensuring that cementitious sludge, sand and rubble from the works do not enter the stormwater reticulation system. The Contractor shall be liable

for any costs incurred by the Council or others as a result of blockages in the reticulation system attributed to failure to comply with the above requirement.

PS.6.1 General

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

PS.6.2 Street Lighting

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

PS.6.3 MV / LV Cables

Certain MV / LV cables are to be replaced within the contract area (see drg xxxxxxxxA0). The actual cable work associated with this relocation and / or replacement of these cables will be carried out by eThekweni Electricity and it is stressed that the **two** week period referred to in Clause PS.2 is the minimum period required to enable eThekweni Electricity to be on site timeously.

PS.6.4 Relocation of Existing Services

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

PS.9 MANAGEMENT OF THE ENVIRONMENT

The Contractor shall pay special attention to the following:

PS.9.1 Natural Vegetation

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

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

PS.9.2 Fires

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

PS.9.3 Environmental Management Plan

In addition to the above, all requirements according to the Environmental Management Plan as detailed in **C3.4: Particular Specifications**, will be adhered to.

PS.10 OCCUPATIONAL HEALTH AND SAFETY

PS.10.1 General Statement

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

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.

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/>:

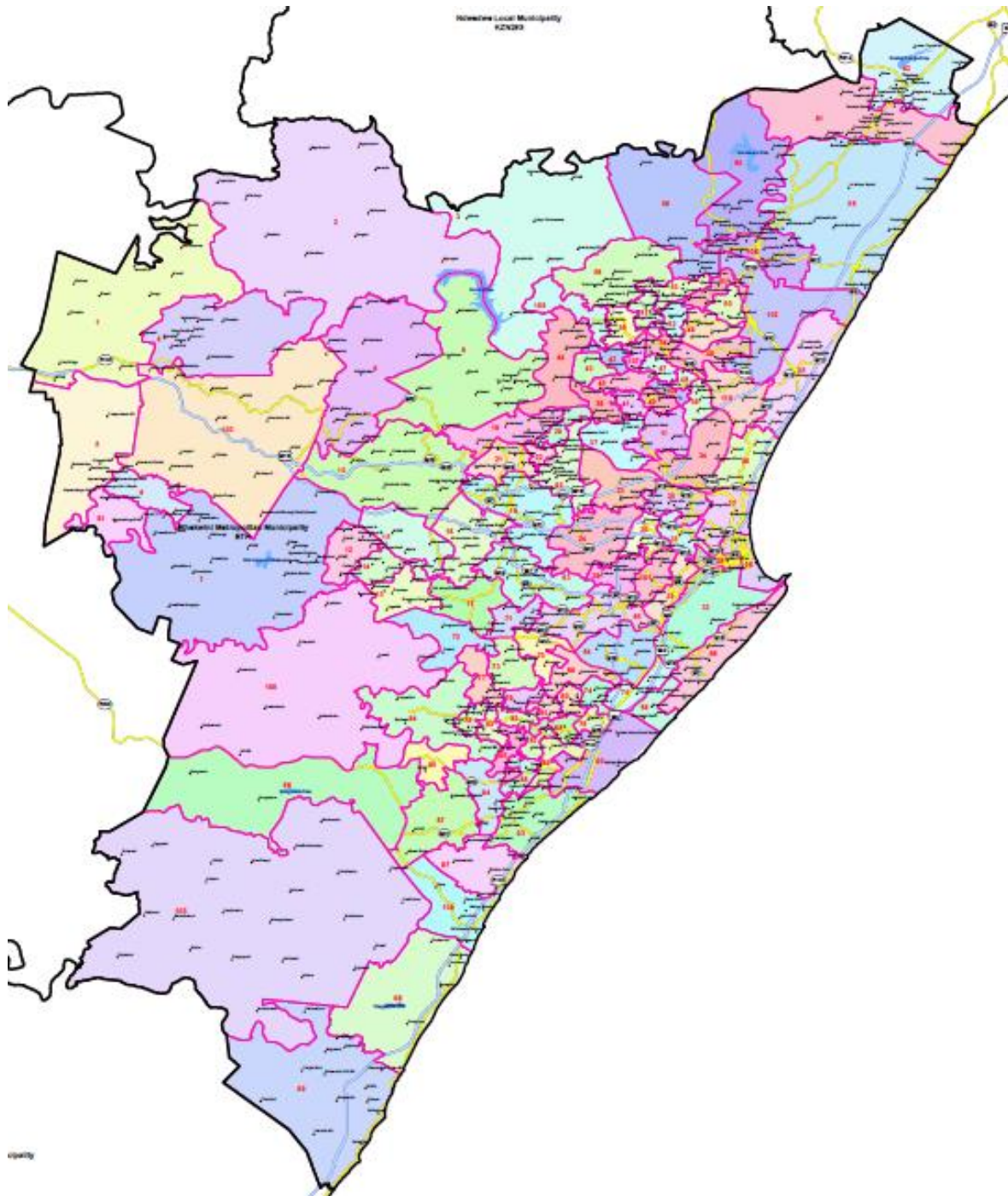
C3.4.1 Part AH - OHS Act 1993 Safety Specification
(26 Pages)

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

PART C4: SITE INFORMATION

C4.1 LOCALITY PLAN

Facilities are located throughout eThekweni. Due to the ablution facilities being a dynamic number a detailed map and co-ordinates will be provided to the successful tenderer.



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