

**CLUSTER**  
Human Settlement, Engineering, and Transport

**UNIT**  
Transport Authority

**DEPARTMENT**  
Road Systems Management

**PROCUREMENT DOCUMENT**  
**INFRASTRUCTURE**

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

**Contract No:** 1T-29965

**Contract Title:** MAINTENANCE AND INSTALLATION OF TRAFFIC SIGNALS FOR 36 MONTHS – CENTRAL REGION

**Est. CIDB Grade/ Class:** 5 EB/EP

**CLARIFICATION MEETING AND QUERIES**

**Clarification Meeting:** Compulsory Clarification Meeting

**Meeting Location, Date, Time:** eThekweni Transport Authority, 30 Archie Gumede Place, Installation and Works Boardroom, First Floor, Durban on 23 September 2024 at 11:00.

**Queries can be addressed to:** Bongiwe Ndlela  
Tel: 031 311 7667  
**The Employer's Agent's Representative:** eMail: [Bongiwe.ndlela@durban.gov.za](mailto:Bongiwe.ndlela@durban.gov.za). All email queries by the 10 October 2024 and consolidated questions and answers will be uploaded on the website on the 17 October 2024.

**TENDER SUBMISSION**

**Delivery Location:** The Tender Box in the foyer of the Municipal Building  
166 KE Masinga Road, Durban

**Closing Date/ Time:** Friday, 25 October 2024 at 11h00

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

**Issued by:**

ETHEKWINI MUNICIPALITY

**Deputy Head:** Road Systems Management

**Date of Issue:** 13/09/2024

Document Version 01/03/2024

FOR OFFICIAL USE ONLY

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

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

Tenders are hereby invited for the works to maintain, install, terminate underground electric cables and equipment associated with Traffic Signals in the Central Region.

<b>Subject</b>	<b>Description</b>	<b>Tender Data Ref.</b>
<b>Employer</b>	The Employer is the eThekweni Municipality as represented by: Deputy Head: <b>Road Systems Management</b>	F.1.1.1
<b>Tender Documents</b>	Documents can only be obtained in electronic format, issued by the eThekweni Municipality. Documentation can be downloaded from the <b>National Treasury's eTenders website</b> or the <b>eThekweni Municipality's Website</b> . The <u>entire document</u> should be printed (on A4 paper) and suitably bound by the tenderer.	F.1.2
<b>Eligibility</b>	It is <u>estimated</u> that tenderers should have a CIDB contractor grading designation of <b>5 EB/EP</b> (or higher). The CIDB provisions in relation to a Contractor's Potentially Emerging (PE) status <u>do not</u> apply.	F.2.1.1
<b>Clarification Meeting</b>	<b>eThekweni Transport Authority, 30 Archie Gumede Place, Installation and Works Boardroom, First Floor, Durban on 23 September 2024 at 11:00.</b>	F.2.7
<b>Seek Clarification</b>	Queries relating to these documents are to be addressed to the Employer's Agent's Representative whose contact details are: <b>Bongiwe Ndlela</b> <b>Tel: 031 311 7667</b> <b>eMail: Bongiwe.ndlela@durban.gov.za. All email queries by the 10 October 2024 and consolidated questions and answers will be uploaded on the website on the 17 October 2024.</b>	F.2.8
<b>Submitting a Tender Offer</b>	Tender offers shall be delivered to: <b>The Tender Box in the foyer of the Municipal Building</b> <b>166 KE Masinga Road, Durban</b>	F.2.13
<b>Closing Time</b>	Tender offers shall be delivered on or before <b>Friday, 25 October 2024</b> at or before <b>11h00</b> .	F.2.15
<b>Evaluation of Tender Offers</b>	<b>The 80/20</b> Price Preference Point System, as specified in the PPPFA Regulations 2022 will be applied in the evaluation of tenders. Refer to Clause F.3.11 of the Tender Data for the <b>Specific Goal(S)</b> for the awarding of Preference Points, and other related evaluation requirements.	F.3.11

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

## **PART T1: TENDERING PROCEDURES**

### **T1.2: TENDER DATA**

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

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

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

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

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

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

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

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

- 1) This procurement document.
- 2) "General Conditions of Contract for Construction Works – 3<sup>rd</sup> Edition 2015" issued by the South African Institution of Civil Engineering (GCC 2015). This document is obtainable separately, and Tenderers shall obtain their own copies.
- 3) "City of Durban Technical Specifications" hereinafter referred to as the Standard Engineering Specifications. This document is obtainable separately, and Tenderers shall obtain their own copies of the applicable Sections.
- 4) Drawings, issued separately from this document, or bound in Section C3.4 (as an Annexure).
- 5) In addition, Tenderers are advised, in their own interest, to obtain their own copies of the following acts, regulations, and standards referred to in this document as they are essential for the Tenderer to get acquainted with the basics of construction management, the implementation of preferential construction procurement policies, and the participation of targeted enterprise and labour.
  - The Employer's current (as at advertising date) Supply Chain Management Policy.
  - The Preferential Procurement Policy Framework Act No 5 of 2000, and the Preferential Procurement Policy Framework Act Regulations (2022).
  - The Occupational Health and Safety Act No 85 and Amendment Act No 181 of 1993, and the Construction Regulations (2014).
  - The Construction Industry Development Board Act No 38 of 2000 and the Regulations issued in terms of the Act (July 2013).
  - SANS 1921:2004 – Construction and Management Requirements for Works Contract, Parts 1-3.
  - South African Road Traffic Signs Manual - Vol 2: Chapter 13: Roadworks Signing.
  - Any other eThekweni Policy documents referenced in the Tender Documents.

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

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

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

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

Name: Ashvir Harcharan  
 Tel: 031 311 7782  
 eMail: [Ashvir.harcharan@durban.gov.za](mailto:Ashvir.harcharan@durban.gov.za)

The Employer's Agent's Representative is:

**Bongiwe Ndlela**

**Tel: 031 311 7667**

**eMail: [Bongiwe.ndlela@durban.gov.za](mailto:Bongiwe.ndlela@durban.gov.za). All email queries by the 10 October 2024 and consolidated questions and answers will be uploaded on the website on the 17 October 2024.**

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

**F.1.6 Procurement procedures:** Open procedure Option 1 shall be applied.

**F.2: TENDERER'S OBLIGATIONS**

**F.2.1.1 Eligibility: General**

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

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

compensation fund. Reference is to be made to Returnable Document T2.2.13.

- (g) The tenderer fails to complete and sign the Declaration of Municipal Fees in T2.2: "Returnable Documents" and submits the required documentation. Reference is to be made to Returnable Document T2.2.12.

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

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

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

The following are to be noted:

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

#### F.2.1.1 Eligibility: Specific to this contract

<b>Criteria</b>	<b>Pass / Fail</b>
The Tenderer and/or its Directors with at least three years' experience with traffic signal installation, maintenance and cabling experience.	
The Tenderer and/or its Directors must have installed at least five signalised intersections in the last 5 years.	
The Tenderer must have a minimum of three electrical and civil works teams dedicated for this contract.	
The Tenderer must have a minimum of one team dedicated for maintenance and painting for this contract.	
The Tenderer must have one additional qualified Electrician, who shall not constitute one of the three electrical or civil works teams above, to supervise these teams.	
The Tenderer must have access to an aerial platform vehicle and a crane truck for normal operations and emergencies.	

#### F.2.1.2 Eligibility: CIDB

Only those tenderers who are registered (as "Active") with the CIDB (at time of tender closing), in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, for a **EB/EP** 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 **EB/EP** 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 **EB/EP** 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 are to be obtained, free of charge, in electronic format, from the **National Treasury’s eTenders website** or the **eThekwini Municipality’s Website**. The entire electronically downloaded document should be printed on white A4 paper (single-sided) and suitably bound by the tenderer.

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

“Addenda will be published, in electronic format, on the websites specified in F.1.2. Tenderers are to ensure that the eTenders website is consulted for any published addenda pertaining to this tender up to three days before the tender closing time as stated in the Tender Data.”

“Acknowledgement of receipt of the addenda will be by the return of the relevant completed, dated, and signed portion of the addenda, to the physical or email address as specified on the addenda. Failure of the tenderer to comply with the requirements of the addenda may result in the tender submission being made non-responsive.”

**F.2.7 Clarification meeting:**

**eThekwini Transport Authority, 30 Archie Gumede Place, Installation and Works Boardroom, First Floor, Durban on 23 September 2024 at 11:00.**

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

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

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

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

- Contract No. : **1T-29965**
- Contract Title : **MAINTENANCE AND INSTALLATION OF TRAFFIC SIGNALS FOR 36 MONTHS – CENTRAL REGION**

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

**The Tender Box in the foyer of the Municipal Building  
166 KE Masinga Road, Durban**

Bidders are required to also make an electronic submission via SSS. Bidders must ensure that the hard copy and electronic submission are the same, failing which the submission will be deemed invalid. Bidders are responsible for resolving all access rights and submission queries before the tender closing date.

SSS Queries Contact: Lindo Dlamini: Tel: 031-3227133/031-3227153 email: [supplier.selfservice@durban.gov.za](mailto:supplier.selfservice@durban.gov.za)

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, 25 October 2024**
- Time : **11h00**

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

**F.2.20 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 T2.2 of this procurement document.

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

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

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

#### **Tax Clearance**

Reference is also to be made to returnable form T2.2.3: "Tax Compliance Status PIN/ Tax Clearance Certificate".

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

**Failure to comply will make the tender non-responsive.**

#### **Compensation Commissioner**

Reference is also to be made to returnable form T2.2.13: "Eligibility: Registration with Compensation Commissioner".

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

**Failure to comply will make the tender non-responsive.**

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

Reference is also to be made to returnable form T2.2.14: "Eligibility: CSD Registration Report".

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

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

#### **CIDB Registration**

Reference is also to be made to returnable form T2.2.15: "Eligibility: Verification of CIDB Registration and Status".

Registration with the CIDB must be reflected as “Active” at time of tender closing.

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

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

The date of obtaining the CIDB printout(s) is to be indicated on the printout.

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

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

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

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

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

#### **Eligibility**

Tenders will be checked for compliance with the ELIGIBILITY requirements, as specified in T1.2.2 Clause F.2.1. Tenderers not in compliance will be deemed non-responsive.

#### **Preference Point System**

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

#### **Price Points**

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

#### **Preference Points**

Reference is also to be made to T2.2.7: “MBD 6.1: Preference Points Claim”.

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

- **Ownership Goal**

Goal Weighting: 50%

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

Ownership Categories	Criteria	80/20	
Race: Black (100%)	Equals 0%	0	
	Between 0% and 51%	4	
	Greater or equal to 51% and less than 100%	8	
	Equals 100%	10	
<b>Maximum Goal Points:</b>			

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

- Companies and Intellectual Property Commission registration document (CIPC)
- CSD report.
- B-BBEE Certificate of the tendering entity.
- Consolidated BBBEE Certificate if the tendering entity is a Consortium, Joint Venture, or Trust (Issued by verification agency accredited by the South African Accreditation System).
- Agreement for a Consortium, Joint Venture, or Trust.

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

Goal Weighting: 50%

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

Location	80/20	
Not in South Africa	0	
South Africa	2.5	
Kwa Zulu Natal	5	
eThekweni Municipality	10	
<b>Maximum Goal Points:</b>		

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

- CSD report

**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:

- 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.
- The tenderer is **registered, and "Active", with the Construction Industry Development Board**, at time of tender closing, in an appropriate contractor grading designation.
- 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.
- The tenderer has not:
  - Abused the Employer's Supply Chain Management System; or
  - Failed to perform on any previous contract and has been given a written notice to this effect.
- The tenderer has completed the **Compulsory Enterprise Questionnaire** and there are no

conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the Employer or potentially compromise the tender process.

- (f) The tenderer is **registered and in good standing with the compensation fund or with a licensed compensation insurer.**
- (g) The Employer is reasonably satisfied that the tenderer has in terms of the Construction Regulations, 2014, issued in terms of the Occupational Health and Safety Act, 1993, the **necessary competencies and resources to carry out the work safely.**

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

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

***It is the Employer's intent to award not more than one contract to any particular tenderer. This applies to the two other similar contracts as well;  
1T-29961 (Northern region) and 1T-29964 (Southern region)***

- 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)**.

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

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

The City Manager

Attention Ms S. Pillay      eMail: [Simone.Pillay@durban.gov.za](mailto:Simone.Pillay@durban.gov.za)

P O Box 1394

DURBAN, 4000

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

Clause 44 of the Supply Chain Management Regulations states that the Municipality or Municipal Entity may not make any award to a person:

- (a) Who is in the service of the State;
- (b) If that person is not a natural person, of which a director, manager, principal shareholder or stakeholder is a person in the service of the state; or
- (c) Who is an advisor or consultant contracted with the municipality or a municipal entity.

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

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

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

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

**T1.2.3.4 Targeted Procurement**

Targeted Procurement provisions are not applicable to this tender.

**T1.2.3.5 Functionality Specification**

Functionality Evaluation is not applicable to this tender.

**T1.2.3.6 Live Equipment**

The tenderer must have qualified personnel to work on live equipment.

**T1.2.3.7 Weekend/ After hours work**

The tenderer must be available to work on weekends/ after hours as and when required at no additional charge to the employer.

**T1.2.3.8 Additional teams**

As per F.2.1.1 Eligibility: Specific to this contract, "must have a minimum of three electrical or civil works teams dedicated for this contract." Should the volume of work issued exceed that which is appropriate for the three electrical or civil works teams, the employer shall instruct the tenderer to increase the number of electrical or civil works teams for the remaining duration of the contract or for a specific duration within the contract. The additional team/s must be available to start the works within 30 calendar days from notification.

**T1.2.3.9 Electrician**

At any given time under this contract, a qualified Electrician shall be in the employ of the tenderer and this electrician shall be dedicated/designated to this contract.

**T1.2.3.10 Painting team**

As per F.2.1.1 Eligibility: Specific to this contract, "Must have a minimum of one team dedicated for maintenance and painting for this contract." This shall consist of a team leader and a minimum of 4 staff members.

**T1.2.3.11 Contract start and end date**

This contract will commence on occurrence of the following events:

- On approval of the Health and Safety Plan (refer to Clause 4.3) and Insurance (refer to Clause 8.6) after the issue of the Letter of Award, provided that contract 1T-19210 is terminated or
- On approval of the Health and Safety Plan (refer to Clause 4.3) and Insurance (refer to Clause 8.6) after contract 1T-19210 is terminated, if the Letter of Award is issued prior to contract 1T-19210 being terminated.

This contract will terminate on occurrence of the following events:

- 36 months after the above date, based on either of the above commencement options.

## **PART T2: RETURNABLE DOCUMENTS**

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

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

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

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

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

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

The returnable schedules, forms, and certificates, as listed in T2.1.2, can be found on pages [15](#) to [33](#).

### **NOTE**

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

**T2.2.1 COMPULSORY ENTERPRISE QUESTIONNAIRE**

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

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

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

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

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

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

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

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

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

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

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

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

**Date**

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

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

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

This is to certify that:

(entity name):

.....

of (address):

.....

.....

.....

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

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

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

Name: .....

Name: .....

Signature: .....

Signature: .....

Capacity: .....

Capacity:.....

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

Name: .....

Signature: .....

Date: .....

**T2.2.3 TAX COMPLIANCE STATUS PIN**

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

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

Separate TCS PINs are required for each entity in a Joint Venture.

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

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

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

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

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

**Date**

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

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

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

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

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

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

**Declaration by Tenderer**

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

Circle Applicable	
Yes	NO
Yes	NO
YES	NO

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

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

NAMES OF COMPETENT PERSONS	POSITIONS TO BE FILLED BY COMPETENT PERSONS

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

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


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

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


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

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

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

**Date**

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

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

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

- (a) a member of:
  - (i) any municipal council.
  - (ii) any provincial legislature.
  - (iii) the national Assembly or the national Council of provinces.
- (b) a member of the board of directors of any municipal enterprise.
- (c) an official of any municipality or municipal enterprise.
- (d) an employee of any national or provincial department, national or provincial public enterprise or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999).
- (e) a member of the accounting authority of any national or provincial public enterprise.
- (f) an employee of Parliament or a provincial legislature.

**“Shareholder”** means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company.

- 1 No bid will be accepted from persons **in the service of the state**<sup>1</sup>.
- 2 Any person, having a kinship with persons **in the service of the state**, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to **persons in service of the state**, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest.
- 3 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

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

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

Circle Applicable			
3.8 Are you presently in the service of the state?	<table border="1" style="display: inline-table;"> <tr> <td style="width: 50%;">YES</td> <td style="width: 50%;">NO</td> </tr> </table>	YES	NO
YES	NO		
If yes, furnish particulars: .....			
.....			
3.9 Have you been in the service of the state for the past twelve months?			
<table border="1" style="display: inline-table;"> <tr> <td style="width: 50%;">YES</td> <td style="width: 50%;">NO</td> </tr> </table>		YES	NO
YES	NO		
If yes, furnish particulars: .....			
.....			

3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?

YES	NO
-----	----

If yes, furnish particulars: .....

3.11 Are you, aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid?

YES	NO
-----	----

If yes, furnish particulars: .....

3.12 Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state?

YES	NO
-----	----

If yes, furnish particulars: .....

3.13 Are any spouse, child or parent of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state?

YES	NO
-----	----

If yes, furnish particulars: .....

3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract ?

YES	NO
-----	----

If yes, furnish particulars: .....

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

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

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

**NAME (Block Capitals):**

**Date**

.....

**SIGNATURE:**

.....

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

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

	Circle Applicable	
1.0 Are you by law required to prepare annual financial statements for auditing?	YES	NO
1.1 <b>If YES, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.</b>		
2.0 Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days?	YES	NO
2.1 If NO, this serves to certify that the bidder has no undisputed commitments for municipal services towards any municipality for more than three months or other service provider in respect of which payment is overdue for more than 30 days.		
2.2 If YES, provide particulars. ..... .....		
3.0 Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract?	YES	NO
3.1 If YES, provide particulars. ..... .....		
4.0 Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic?	YES	NO
4.1 If YES, provide particulars. ..... .....		

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

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

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

**Date**

**SIGNATURE:** .....

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

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

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

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

### **1.0 GENERAL CONDITIONS**

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

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included).
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

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

1.3 Preference Points for this tender shall be awarded for:

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

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

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

### **2.0 DEFINITIONS**

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

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

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

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

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

### 3.0 FORMULA FOR CALCULATION OF PREFERENCE PRICE POINTS

#### 3.1 PROCUREMENT OF GOODS AND SERVICES

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

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

Where:

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

#### 4.0 POINTS AWARDED FOR SPECIFIC GOALS

- 4.1 In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goal(s) stated in **Table 1** below, as supported by proof/ documentation stated in the **Conditions of Tender**:
- 4.2 In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of:
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system, or
  - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
- then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

The Specific Goals to be allocated points in terms of this tender	Maximum Number of points ALLOCATED (80/20 system)	Number of points CLAIMED (80/20 system)
<b>Ownership Goal:</b> Race (black)	10	
<b>RDP Goal:</b> The promotion of South African owned enterprises.	10	
<b>Total CLAIMED Points (20 Maximum)</b>		

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

I acknowledge that:

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

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

**Date**

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

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

- 1.0 This Municipal Bidding Document must form part of all bids invited.
- 2.0 It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3.0 The bid of any bidder may be rejected if that bidder, or any of its directors have:
  - a) abused the municipal entity's supply chain management system or committed any improper conduct in relation to such system.
  - b) been convicted for fraud or corruption during the past five years.
  - c) wilfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years.
  - d) been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).
- 4.0 In order to give effect to the above, the following questions must be completed and submitted with the bid.

4.1 Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?

(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer / Authority of the institution that imposed the restriction after the audi alteram partem rule was applied.)

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

Circle Applicable	
YES	NO

4.1.1 If YES, provide particulars.

.....

.....

4.2 Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?

The Register for Tender Defaulters can be accessed on the National Treasury's website ([www.treasury.gov.za](http://www.treasury.gov.za)) by clicking on its link at the bottom of the home page.

YES	NO
-----	----

4.2.1 If YES, provide particulars.

.....

.....

4.3 Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?

YES	NO
-----	----

4.3.1 If YES, provide particulars.

.....

.....

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

YES	NO
-----	----

4.4.1 If YES, provide particulars.

.....

.....

4.5 Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?

YES	NO
-----	----

4.5.1 If YES, provide particulars.

.....

.....

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

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

**NAME (Block Capitals):**

**Date**

.....

**SIGNATURE:**

.....

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

- <sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.
- <sup>2</sup> Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.
- <sup>3</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

- 1.0 This Municipal Bidding Document (MBD) must form part of all **bids**<sup>1</sup> invited.
- 2.0 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or **bid rigging**).<sup>2</sup> Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3.0 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
- a. take all reasonable steps to prevent such abuse;
  - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
  - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 4.0 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of **bid rigging**.
- 5.0 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid.

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

-----  
(Bid Number and Description)

in response to the invitation for the bid made by:

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

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

I certify, on behalf of:

-----  
(Name of Bidder)

that:

1. I have read and I understand the contents of this Certificate.
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect.
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - (a) has been requested to submit a bid in response to this bid invitation.
  - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience.
  - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder.
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement, or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.

- 
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
    - (a) prices.
    - (b) geographical area where product or service will be rendered (market allocation).
    - (c) methods, factors or formulas used to calculate prices.
    - (d) the intention or decision to submit or not to submit, a bid.
    - (e) the submission of a bid which does not meet the specifications and conditions of the bid.
    - (f) bidding with the intention not to win the bid.
  
  8. In addition, there have been no consultations, communications, agreements, or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
  
  9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
  
  10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

**Date**

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

**T2.2.10 JOINT VENTURES AGREEMENTS**

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

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

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

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

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

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

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

**Date**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Date**

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

\_\_\_\_\_  
 .....

.....

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

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

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

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

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

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

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

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

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

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

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

**Clause 89: Mandators and contractors**

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

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

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

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

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

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

**Date**

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

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

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

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

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

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

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

**CENTRAL SUPPLIER DATABASE FOR GOVERNMENT**

Report Date: \_\_\_\_\_

Report Ran By: \_\_\_\_\_

**CSD REGISTRATION REPORT**

**SUPPLIER IDENTIFICATION**

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

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

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

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

**Date**

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

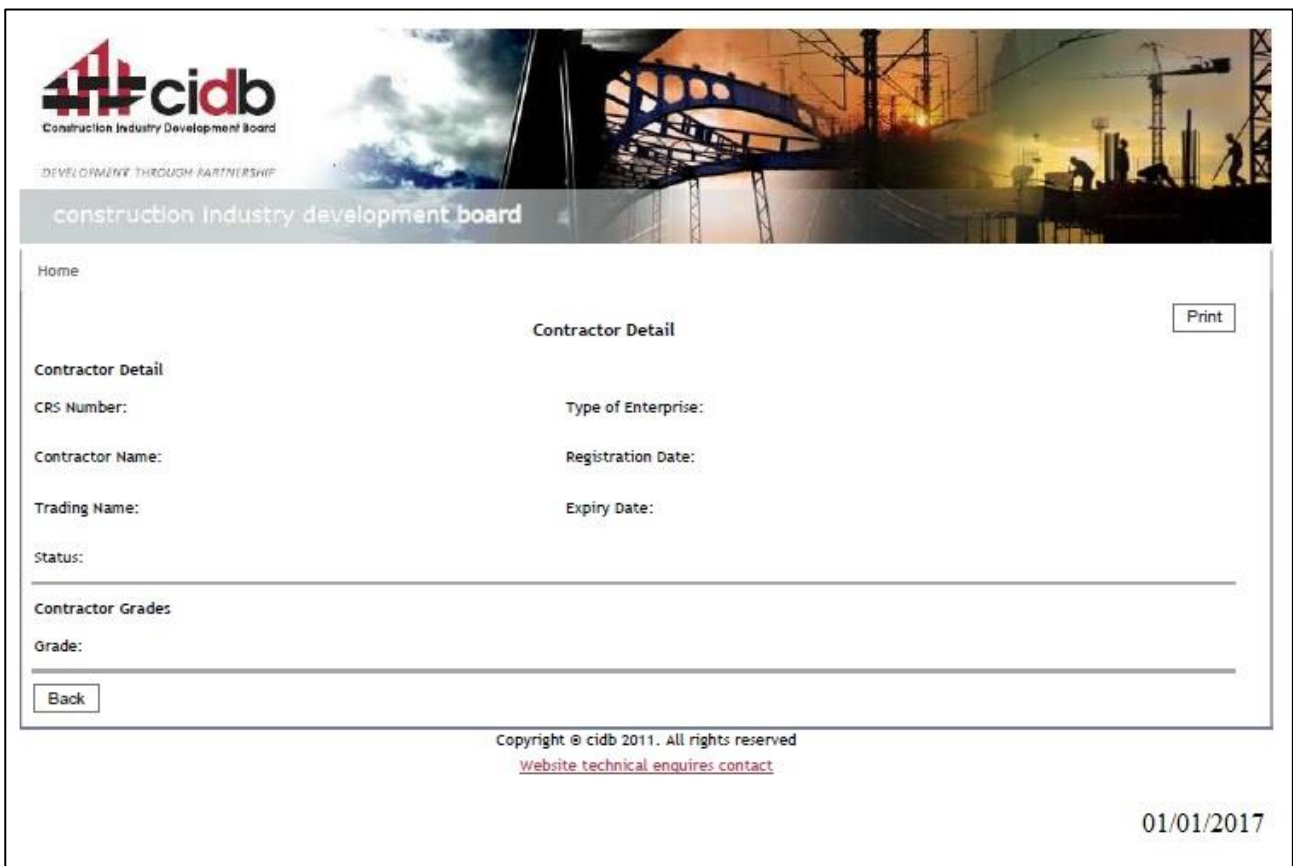
**T2.2.15 ELIGIBILITY: VERIFICATION OF CIDB REGISTRATION AND STATUS**

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

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

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

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



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

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

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

**Date**

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

**T2.2.24 CONTRACTOR'S HEALTH AND SAFETY PLAN**

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 **C.3: Project Specification**. A generic plan will not be acceptable.

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

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

**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: **1T-29965**

Contract Title: **MAINTENANCE AND INSTALLATION OF TRAFFIC SIGNALS FOR 36 MONTHS – CENTRAL REGION**

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

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

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

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

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

**For the Tenderer:**

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

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

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

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

**Address** : .....  
: .....

**Telephone** : .....

**Witness:**

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

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

**Notes:**

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

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

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

**C1.1.2: FORM OF ACCEPTANCE**

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

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

The terms of the contract are contained in:

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

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

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

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

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

**Start date** of contract : .....

**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.

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

**FOR THE TENDERER**

**FOR THE EMPLOYER**

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

## C1.2: CONTRACT DATA

### C1.2.1 CONDITIONS OF CONTRACT

#### C1.2.1.1 GENERAL CONDITIONS OF CONTRACT

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

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

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

### C1.2.2 CONTRACT DATA

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

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

1.1.1.15 The Employer is the eThekweni Municipality as represented by:  
Deputy Head: **Road Systems Management**

1.2.1.2 The address of the Employer is: Bethuel Manthoadi  
Physical: **ETA, 166 K.E. Masinga Road, DURBAN, 4001**  
Postal: **ETA, P O Box 680, DURBAN, 4000**  
Telephone: **031 311 7196**  
Fax:  
E-Mail: **bethuel.manthoadi@durban.gov.za**

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

1.2.1.2 The address of the Employer' Agent is:  
Physical: **ETA, 166 K.E. Masinga Road, DURBAN, 4001**  
Postal: **ETA, P O Box 680, DURBAN, 4000**  
Telephone: **031 311 7782**  
Fax:  
E-Mail: **Ashvir.harcharan@durban.gov.za**

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

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

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

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

- **Health and Safety Plan (refer to Clause 4.3)**
- **Insurance (refer to Clause 8.6)**

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

5.3.3 Add the following paragraph:

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

5.16.3 The **latent defect liability** period is **5 Years**.

8.6.2.1 **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

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**.

8.6.1.5 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: **R20,000**.

#### **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: **R500,000**.
- 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:

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

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

10.5.1 **Dispute resolution** is to be by means of ad-hoc adjudication.

**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 the Ward(s) with which work is done**. The contractor will be required to provide proof of authenticity of local labour. Signed confirmation by the appointed CLO will suffice for this.

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

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

It is a condition of contract that the contractor must allow for a minimum of **5%** of the contract value (excluding PC Sum items and Fixed Cost allowances) to be subcontracted to contractors who are **>51% Black** owned. Proof of payment to the subcontractors will be required to verify that the minimum has been achieved.

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

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

[For contract awards over R10m] The Contractor shall be subjected to “Performance Monitoring” assessments in terms of the applicable Section (S.53) of the Employer’s Supply Chain Management Policy.

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

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

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

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

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

### **C2.1.1 GENERAL**

The Bill of Quantities forms part of the Contract Documents and must be read and priced in conjunction with all the other documents comprising the Contract Documents (refer to 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 17 pages. It contains sections C1 to C9.

A	B	C	D	E	F = (DxE)	G	H= (DxG)	I	J = (DxI)
Item Number	Item	Unit	Estimated Quantity for Basis of Tender	Year 1 Unit Price	Year 1 Total EX VAT	Year 2 Unit Price	Year 2 Total EX VAT	Year 3 Unit Price	Year 3 Total EX VAT
1	<b><u>Excavation, Backfilling and Re-instatement</u></b>								
	(a) Hand pickable soil	m <sup>3</sup>	150						
	(b) Excavation requiring compressor and / or road surface cutting machinery	m <sup>3</sup>	25						
	(c) Cable duct location	m <sup>3</sup>	45						
	(d) Patching (re-instatement) of asphalt (including supply of required materials)	m <sup>2</sup>	50						
	(e) Patching (re-instatement) of concrete (including supply of required materials)	m <sup>2</sup>	50						
	(f) Re-instatement of brick paving (including supply of required materials)	m <sup>2</sup>	50						
2	<b><u>Supply and Transporting of Soil to Site (if required)</u></b>								
	(a) Fine clean soil for bedding of cable	m <sup>3</sup>	10						
	(b) Trench filling	m <sup>3</sup>	10						
	(c) Sifting of existing soil for re-use as bedding	m <sup>3</sup>	10						
	(d) Removal of rubble	m <sup>3</sup>	45						

Item Number	Item	Unit	Estimated Quantity for Basis of Tender	Year 1 Unit Price	Year 1 Total EX VAT	Year 2 Unit Price	Year 2 Total EX VAT	Year 3 Unit Price	Year 3 Total EX VAT
3	<u>Cable Laying</u>								
	(a) Direct in ground	metre	3000						
	(b) In Cable Ducts	metre	2500						
<b>TOTAL C1</b>									

A	B	C	D	E	F = (DxE)	G	H= (DxG)	I	J = (DxI)
Item Number	Item	Unit	Estimated Quantity for Basis of Tender	Year 1 Unit Price	Year 1 Total EX VAT	Year 2 Unit Price	Year 2 Total EX VAT	Year 3 Unit Price	Year 3 Total EX VAT
4	<b><u>Cable Duct Installation</u></b>								
	<b>4.1 Installation of PVC Cable Duct (including excavation and backfilling)</b>								
	(a) Direct in ground	metre	100						
	(b) Road Crossings (including excavation and backfilling)	metre	50						
	(c) Property Access Crossing (including excavation and backfilling)	metre	15						
	(d) Temporary cement capping (including materials)	metre	75						
	<b>4.2 Reinstatement to D.C. Standard (including materials)</b>								
	(a) Property accesses 400 mm wide	metre	10						
	(b) Footpath 400 mm wide (See EG.5.5 - Concrete)	metre	50						
	(c) Concrete encasing of cables 400mm wide x 100mm deep (including supply of material)	metre	100						
(d) Concrete encasing of cables 400mm wide x 100mm deep (including supply of material) Readymix 25 MPA Quickset (certificate required)	metre	250							

Item Number	Item	Unit	Estimated Quantity for Basis of Tender	Year 1 Unit Price	Year 1 Total EX VAT	Year 2 Unit Price	Year 2 Total EX VAT	Year 3 Unit Price	Year 3 Total EX VAT
4	<b>4.3 Installation of Duct Markers</b>								
	(a) Installation in Kerb Channel (incl cutting & laying of slab)	each	5						
	(b) Construction of brick wall and marker (incl own materials)	each	5						
5	<b><u>Laying of Concrete Slabs (where necessary)</u></b>								
	(a) Slabs - 610 mm x 228 mm x 25,4 mm	each	5						
	(b) Constructing a slab around a UPS as per drawing IW19	each	10						
	(c) Constructing a slab around a Traffic controller as per drawing IW21	each	25						
	(d) Constructing a slab around a CDU or Stub Box - 1500 mm x 1500 mm x 50 mm	each	20						
<b>TOTAL C2</b>									

A	B	C	D	E	F = (DxE)	G	H= (DxG)	I	J = (DxI)
Item Number	Item	Unit	Estimated Quantity for Basis of Tender	Year 1 Unit Price	Year 1 Total EX VAT	Year 2 Unit Price	Year 2 Total EX VAT	Year 3 Unit Price	Year 3 Total EX VAT
6	<b><u>Excavation and Pole Planting</u></b>								
	(a) 4,3 metre traffic signal poles	each	20						
	(b) Flush mounted pedestal pole	each	5						
	(c) Construction of base for flush mount pole (incl excavation)	each	5						
	(d) High Level / Special Extended traffic signal poles	each	6						
	(e) Block poles (incl. transportation)	each	6						
	(f) Stub poles	each	4						
	(g) Excavation and Construction of Concrete Base for Overhead Poles	each	4						
	(h) Mounting of Overhead Poles on Concrete Base (incl overhead arm)	each	4						
7	<b><u>Detector Loop Installation</u></b>								
	(a) Cutting of loops (new installation or replacement at existing installation)	metre	3000						
	(b) Installation of polycop pipe	each	50						
<b>TOTAL C3</b>									

A	B	C	D	E	F = (DxE)	G	H= (DxG)	I	J = (DxI)
Item Number	Item	Unit	Estimated Quantity for Basis of Tender	Year 1 Unit Price	Year 1 Total EX VAT	Year 2 Unit Price	Year 2 Total EX VAT	Year 3 Unit Price	Year 3 Total EX VAT
8	<p style="text-align: center;"><b><u>Labour and Transport</u></b></p> <p>The following rates are to be provided to cover the costs of any additional work not specified.</p>								
	(a) Supervisors	per hour	75						
	(b) Labourers	per hour	100						
	(c) Vehicle 1 ton	per hour	75						
	(d) Vehicle 3 to 8 ton	per hour	10						
	(e) Either a Crane Truck or a Bucket Truck	per hour	75						
9	<p style="text-align: center;"><b><u>Certificate of compliance</u></b></p>								
	Provide Certificate of compliance (mandatory in new installations)	each	4						

Item Number	Item	Unit	Estimated Quantity for Basis of Tender	Year 1 Unit Price	Year 1 Total EX VAT	Year 2 Unit Price	Year 2 Total EX VAT	Year 3 Unit Price	Year 3 Total EX VAT
10	<u>Traffic Signal Cable Terminations</u>								
	(a) 2 core cable ends	each	250						
	(b) 4 core cable ends	each	5						
	(c) 8 core cable ends	each	50						
	(d) 12 core cable ends	each	50						
	(e) 27 core cable ends	each	100						
	(f) 37 core cable ends	each	15						
<b>TOTAL C4</b>									

A	B	C	D	E	F = (DxE)	G	H= (DxG)	I	J = (DxI)
Item Number	Item	Unit	Estimated Quantity for Basis of Tender	Year 1 Unit Price	Year 1 Total EX VAT	Year 2 Unit Price	Year 2 Total EX VAT	Year 3 Unit Price	Year 3 Total EX VAT
11	<b><u>Traffic Signal Lantern Installations</u></b>								
	(a) 1 aspect traffic signal lanterns	each	10						
	(b) 2 aspect traffic signal lanterns	each	20						
	(c) 3 aspect traffic signal lanterns	each	50						
	(d) 4 aspect traffic signal lanterns	each	5						
	(e) 5 aspect traffic signal lanterns	each	20						
	(f) Traffic signal lanterns on o/h outreach arm	each	20						
	(g) Traffic signal lantern on High Level Pole (Upper Head)	each	10						

Item Number	Item	Unit	Estimated Quantity for Basis of Tender	Year 1 Unit Price	Year 1 Total EX VAT	Year 2 Unit Price	Year 2 Total EX VAT	Year 3 Unit Price	Year 3 Total EX VAT
12	<b><u>Traffic Signal Pole Excavation and Replacement (incl transport)</u></b>								
	(a) Replacing standard poles	each	200						
	(b) Replacing flush mount poles	each	10						
	(c) Construction of base for flush mount pole (incl removal of old/damaged base where applicable)	each	5						
	(d) Replacing high level / special extended poles	each	10						
	(e) Removal of a pole (For the following types: 4,3m; pedestal; high level; special extension)	each	20						
	(f) Picking up and Aligning of block poles	each	15						
	(g) Replacing block poles	each	20						
	(h) Removal of block poles	each	25						
	(i) Removal of concrete block	each	5						
	(j) Replacing of Overhead pole	each	5						
	(k) Dismounting of Overhead Poles from Concrete Base (incl overhead arm)	each	5						
(l) Replacement of Stub pole	each	5							
<b>TOTAL C5</b>									

A	B	C	D	E	F = (DxE)	G	H= (DxG)	I	J = (DxI)
Item Number	Item	Unit	Estimated Quantity for Basis of Tender	Year 1 Unit Price	Year 1 Total EX VAT	Year 2 Unit Price	Year 2 Total EX VAT	Year 3 Unit Price	Year 3 Total EX VAT
13	<b><u>Installation of Pedestrian Push Buttons</u></b>								
	(a) Pushbutton installation	each	40						
	(b) APS/Wait Light button installation	each	30						
	(c) APS controller unit installation	each	20						
14	<b><u>Traffic Signal Controller/UPS Installation (including sealing, plinth and termination)</u></b>								
	(a) Install traffic signal controller	each	50						
	(b) Cuckoo kit controller installation	each	20						
	(c) UPS - cabinet installation	each	20						
	(d) UPS - underground installation	each	5						
	(e) UPS installation in (c) or (d)	each	15						
	(f) Controller bracket installation	each	50						

Item Number	Item	Unit	Estimated Quantity for Basis of Tender	Year 1 Unit Price	Year 1 Total EX VAT	Year 2 Unit Price	Year 2 Total EX VAT	Year 3 Unit Price	Year 3 Total EX VAT
1-5	<b>Traffic Signal Maintenance Requirements</b>								
	(a)	Align poles	each	50					
	(b)	Replace signal back boards	each	10					
	(c)	Align Signal heads	each	100					
	(d)	Replace / install LED's on standard / high level / special extended poles	each	750					
	(e)	Replace missing pole top covers	each	50					
	(f)	Replace inspection cover plates on poles	each	25					
	(g)	Seal controllers	each	25					
	(h)	Install CDU	each	5					
	(i)	Replace cable termination board	each	100					
	(j)	Align lantern on overhead outreach arm	each	15					
	(k)	Install / replace LED module on overhead arm (for all head types)	each	65					
	(l)	Diagnose and clear cable faults outside of the controller- excludes all other items in this contract	each	10					
	(m)	Align overhead arm	each	25					
	(n)	Replace visors	each	50					
(o)	Pole Maintenance (clean pole, spray Q20 & add insecticide)	each	500						
<b>TOTAL C6</b>									

A	B	C	D	E	F = (DxE)	G	H= (DxG)	I	J = (DxI)
Item Number	Item	Unit	Estimated Quantity for Basis of Tender	Year 1 Unit Price	Year 1 Total EX VAT	Year 2 Unit Price	Year 2 Total EX VAT	Year 3 Unit Price	Year 3 Total EX VAT
16	<u>Attend to traffic signal knockdown and make safe after hours</u>								
	(a) Pick up Block pole (includes alignment)	each	4						
	(b) Align block pole	each	4						
	(c) Standard pole	each	4						
	(d) High level / Special Extended pole	each	4						
	(e) STC stub pole	each	4						
	(f) Overhead pole	each	4						

Item Number	Item	Unit	Estimated Quantity for Basis of Tender	Year 1 Unit Price	Year 1 Total EX VAT	Year 2 Unit Price	Year 2 Total EX VAT	Year 3 Unit Price	Year 3 Total EX VAT
17	<b><u>Traffic Signal Lantern Replacements (remove and mount)</u></b>								
	(a) 1 aspect traffic signal lanterns	each	10						
	(b) 2 aspect traffic signal lanterns	each	75						
	(c) 3 aspect traffic signal lanterns	each	100						
	(d) 4 aspect traffic signal lanterns	each	25						
	(e) 5 aspect traffic signal lanterns	each	30						
	(f) Traffic signal lanterns on overhead outreach arm	each	30						
	(g) Traffic signal lanterns on extension/special extension pole	each	20						
	(h) Replacing overhead bracket (incl removal and replacement of traffic signal lantern)	each	15						
<b>TOTAL C7</b>									

A	B	C	D	E	F = (DxE)	G	H= (DxG)	I	J = (DxI)
Item Number	Item	Unit	Estimated Quantity for Basis of Tender	Year 1 Unit Price	Year 1 Total EX VAT	Year 2 Unit Price	Year 2 Total EX VAT	Year 3 Unit Price	Year 3 Total EX VAT
18	<b><u>Cable jointing</u></b>								
	(a) 2 core ECC (all sizes from 1.5 mm sq. to 16 mm sq.)	each	25						
	(b) 8 core cable	each	25						
	(c) 12 core cable	each	15						
	(d) 27 core cable	each	25						
	(e) 37 core cable	each	15						
19	<b><u>Trenchless (Under Road) Drilling / Augerboring</u></b>								
	(a) Soft ground	metre	15						
	(b) Medium ground	metre	15						
	(c) Hard ground	metre	15						

Item Number	Item	Unit	Estimated Quantity for Basis of Tender	Year 1 Unit Price	Year 1 Total EX VAT	Year 2 Unit Price	Year 2 Total EX VAT	Year 3 Unit Price	Year 3 Total EX VAT
20	<b><u>Painting (including numbering/lettering)</u></b>								
	(a) Standard pole	each	550						
	(b) Special Extension/High level pole	each	50						
	(c) Overhead pole including outreach arm	each	25						
	(d) Stub pole (STC)	each	15						
	(e) Stub pole (Flat top)	each	10						
	(f) Controller box	each	15						
	(g) CDU	each	10						
21	<b><u>Preparation of poles for painting</u></b>								
	(a) Preparation of poles for re-painting (Stripping of old paint and wash with galv cleaner)	each	300						
<b>TOTAL C8</b>									

A	B	C	D	E	F = (DxE)	G	H= (DxG)	I	J = (DxI)
Item Number	Item	Unit	Estimated Quantity for Basis of Tender	Year 1 Unit Price	Year 1 Total EX VAT	Year 2 Unit Price	Year 2 Total EX VAT	Year 3 Unit Price	Year 3 Total EX VAT
22	ST sign installation/replacement	each	25						
23	Consumables	sum	1						
24	1 hour response surcharge	each	50						
25	Disposal of damaged traffic signal heads and LEDs. Waybill indicating weight must be produced.	Ton	10						
26	Contractor's time related obligations in respect of the OHSA (AH.14.2)	sum	1						
27	Preliminary & General – CLO Fees & Security Monthly Fee	sum	1	R 312 000	R 312 000	R 324 000	R 324 000	R 336 000	R 336 000
28	Site security – see PS11 on Page 79	per hour	24						
29	Contractor's initial obligations in respect of the Occupational Health and Safety Act and Construction Regulations (AH.14.1)	sum	1						
30	Submission of the Health and Safety File Lump Sum (AH.14.3)	sum	1						
<b>TOTAL C9</b>									

In response to your Enquiry 1T-29965 dated..... I/we hereby offer to supply the goods/services detailed hereunder in accordance with the Specification, and subject to the Standard Conditions of Tender and Contract, and Special Conditions of Tender and Contract which accompanied your Enquiry (with which I/we acknowledge myself/ourselves to be fully acquainted) at the price/s stated in the appropriate column below :

	<b>YEAR 1</b>	<b>YEAR 2</b>	<b>YEAR 3</b>
Total price for C1			
Total price for C2			
Total price for C3			
Total price for C4			
Total price for C5			
Total price for C6			
Total price for C7			
Total price for C8			
Total price for C9			
<b>EX VAT SUB TOTAL:</b>			
<b>VAT TOTAL:</b>			
<b>TOTAL INC VAT:</b>			
<b>TOTAL INC VAT YR1, YR2, YR3:</b>			

**TOTAL INC VAT YR1, YR2, YR3 Carried to Form of Offer (Page 39)**

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**PART C3: SCOPE OF WORK**

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

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

This is a 3 year “as-and-when” Contract for the installation and maintenance of traffic signals in the Central region. This specification covers the laying of traffic signal cables, cable ducts and installations of traffic signal and traffic counting inductive detector loops, traffic signal controllers and Uninterrupted Power Supply (UPS) cabinets and components, traffic signal pole planting, installation of concrete bases for long outreach traffic signal poles, erection of long outreach poles, excavation and replanting traffic signal poles, termination of cables, signal lantern installations, pushbutton installations and reinstatement of cable trenches in various mediums and the construction of brick manholes in the Central region.

## C3.2: PROJECT SPECIFICATION

### PREAMBLE

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

### C3.2.1 GENERAL

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

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

##### PS.1.1 Preliminary Programme

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

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

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

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

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

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

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

**[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 **“SADC Road Traffic Signs Manual - Volume 2: Roadworks Signing”**.”

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

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

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

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

The Contractor may not commence constructional activities affecting existing roads before adequate provision has been made to accommodate traffic in accordance with the requirements of this document and the South African Road Traffic Signs Manual.

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

**PS.1.3.3 Traffic Safety Officer**

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

**PS.1.3.4 Payment**

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

**PS.1.3.5 Pedestrian Movement**

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

**PS.1.3.6 Temporary Reinstatement**

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

- (a) if the permanent reinstatement of such road or way is to be carried out by the appropriate authority or by some person other than the contractor (or any subcontractor to him), the contractor shall at his own cost and independently of any requirement of or notice from the Engineer be responsible for the making good of any subsidence or shrinkage or other defect, imperfection or fault in the temporary reinstatement of such road or way, and for the execution of any necessary repair or amendment thereof from whatever cause the necessity arises, until the end of the period of maintenance in respect of works beneath such road or way until the authority or other person as aforesaid shall have taken possession of the site for the purpose of carrying out permanent reinstatement (whichever is the earlier), and shall indemnify and save harmless that Council against and from any damage or injury to the Council or to third parties arising out of or in consequence of any neglect or failure of the Contractor to comply with the foregoing obligations or any of them and against and from all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto.
- (b) where the authority or person as aforesaid shall take possession of the site as aforesaid in sections or lengths, the responsibility of the contractor under paragraph (a) of this sub-clause shall cease in regard to any such section or length at the time possession thereof is so taken, but shall during the continuance of the said period of maintenance continue in regard to any length of which possession has not been taken and the indemnity given by the contractor under the said paragraph shall be construed and have effect accordingly.

**PS.2 SERVICES**

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

**PS.2.1 Existing Services**

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

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

**PS.2.2 Proving Underground Services**

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

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

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

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

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

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

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

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

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

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

Conditions of Contract or under [Clause 4.17 of SANS 1921-1](#).

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

This clause shall be read in conjunction with [Clause PS.1](#).

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

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

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

Services affected by the contract are described as follows:

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

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

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

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

## **PS.3 WATERMAINS**

### **PS.3.1 General**

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

[\[Note: It is important to briefly describe the work envisaged and the time required for this work where other organisations are involved. Particular attention should be paid to tie-ins to the](#)

existing live mains which normally have to be done by the Water Supply Branch even if the installation of the new main is included in the contract.]

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

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

Whatever method the Contractor chooses to use for this work, the cost of raising the valves from existing level to ultimate level shall be paid only once, irrespective of the number of times the valve is uncovered. Spacer rings required for the height adjustment of valve covers shall be supplied by the 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**

[Briefly describe the work noting all special conditions].

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

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

## **PS.5 STORMWATER**

[Briefly describe the work noting all special conditions].

**PS.5.1 Blockage Stormwater Sewers**

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

**PS.6 ELECTRICAL PLANT**

[Briefly describe the work noting all special conditions].

**PS.6.1 General**

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

**PS.6.2 Street Lighting**

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

**PS.6.3 MV / LV Cables**

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

**PS.6.4 Relocation of Existing Services**

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

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

[Briefly describe the work noting all special conditions].

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

**PS.8 CCTV PLANT**

[Briefly describe the work noting all special conditions].

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

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

The Contractor shall pay special attention to the following:

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

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

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

### **PS.9.2 Fires**

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

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

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

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

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

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

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

It is a requirement of this contract that the Contractor shall provide a safe and healthy working environment and to direct all his activities in such a manner that his employees and any other persons, who may be directly affected by his activities, are not exposed to hazards to their health and safety. To this end the Contractor shall assume full responsibility to conform to all the provisions of the Occupational Health and Safety Act No 85 and Amendment Act No 181 of 1993, and the OHS Act 1993 Construction Regulations 2014 issued on 7 February 2014 by the Department of Labour.

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

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

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

The Employer's Health and Safety Specification is included in [C3.4: Particular Specifications](#).

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

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

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

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

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

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

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

A generic plan will not be acceptable.

### **PS.10.3 Cost of compliance with the OHS Act 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 C9, Item 28 of the Bill of Quantities.

**PS.12 PERFORMANCE MONITORING OF SERVICE PROVIDERS**

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

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

The following KPIs will be applicable to this contract:

Reinstatement of knocked down poles 3 days

**C3.3: STANDARD SPECIFICATIONS**

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

<b>Part</b>	<b>Description</b>	<b>Date of Issue</b>	
AB	General Specifications	July	1992
B	Site Clearance	March	1990
C	Concrete Work	February	1987
DA	Earthworks: Bulk	January	1985
DB	Earthworks for Pipe Trenches	July	1992
DC	Earthworks for Concrete Lined Canals		
DD	Earthworks for Structures		
EA	Lime Stabilisation		
EB	Graded Crushed Stone	December	1988
EC	Cement Treated Graded Crushed Stone	December	1988
ED	Road Asphalt	July	1992
EE	Pre-coated Stone Chippings		
EF	Kerbs and Haunches	July	1992
EG	Sidewalks, Footpaths and Median Areas	July	1992
EH	Steel Guardrails & Conc. Median Barriers		
EJ	Concrete Interlocking Block Surfaces		
EK	Waterbound Macadam Base		
EL	Dumprock Subgrade Improvement		
EM	Concrete Surface to Roads		
EN	Slurry Sealing		
EP	Single Seal Surface Treatment		
F	Protection Works	July	1992
G	Pre-stressing		
H	Reinforced Earth		
J	Piling		
K	Bearings		
L	Structural Work		
PB	Pavement Layers of Gravel Material		
PC	Stabilisation of Gravel Base		
PD	Surface Treatment: Modified Binder		
PE	Pressure Pipelines: Steel		
PF	Pressure Pipelines: Other Than Steel		
PG	Non Pressure Pipelines and Pc Culverts	July	1992
PH	Manholes and Appurtenant Drainage Works	July	1992
PJ	Pipe Jacking		
PG	Lateral Support Systems		
PS	Pump Stations: Sewage		
S	Reinstatement	March	1993
TA	Road Signs	October	1989
TB	Road Markings	October	1989

### C3.3.2 AMENDMENTS TO THE STANDARD SPECIFICATIONS

#### INTRODUCTION

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

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

PS AB	General Specifications
PS B	Site Clearance
PS C	Concrete Work
PS DA	Earthworks: Bulk
PS DB	Earthworks for Pipe Trenches
PS DC	Earthworks for Concrete Lined Canals
PS DD	Earthworks for Structures
PS EA	Lime Stabilisation
PS EB	Graded Crushed Stone
PS EC	Cement Treated Graded Crushed Stone
PS ED	Road Asphalt
PS EE	Pre-coated Stone Chippings
PS EF	Kerbs and Haunches
PS EG	Sidewalks, Footpaths and Median Areas
PS EH	Steel Guardrails & Conc. Median Barriers
PS EJ	Concrete Interlocking Block Surfaces
PS EK	Waterbound Macadam Base
PS EL	Dumprock Subgrade Improvement
PS EM	Concrete Surface to Roads
PS EN	Slurry Sealing
PS EP	Single Seal Surface Treatment
PS F	Protection Works
PS G	Pre-stressing
PS H	Reinforced Earth
PS J	Piling
PS K	Bearings
PS L	Structural Work
PS PB	Pavement Layers of Gravel Material

PS PC	Stabilisation of Gravel Base
PS PD	Surface Treatment: Modified Binder
PS PE	Pressure Pipelines: Steel
PS PF	Pressure Pipelines: other than Steel
PS PG	Non Pressure Pipelines and Pc Culverts
PS PH	Manholes and Appurtenant Drainage Works
PS PJ	Pipe Jacking
PS PG	Lateral Support Systems
PS PS	Pump Stations: Sewage
PS S	Reinstatement
PS TA	Road Signs
PS TB	Road Markings

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

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

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

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

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

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

<b>Dwg No</b>	<b>Description</b>	<b>Date of Issue</b>
IW19	UPS slab	15/09/2017
IW21	Traffic Controller slab	15/09/2017

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

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

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

## C3.6: ANNEXURES

### A: TECHNICAL SPECIFICATIONS

#### **TS-1 TRAFFIC SIGNAL POLES**

##### **TS-1.1 CABLE STRIPPING AND TERMINATIONS IN THE TRAFFIC SIGNAL POLES**

1.1.1 The cables to be terminated can be 2 core, 4 core, 8 core, 12 core, 27 core, 37 core or a combination of each.

1.1.2 The cables shall be terminated in accordance with a specification sheet that contains the phase allocations for the intersection.

1.1.3 The terminations shall be made on 16A strip connectors, which shall be mounted on cable termination boards in each traffic signal pole.

1.1.4 The strip connectors shall be mounted to the satisfaction of the Council appointed representative.

1.1.5 The cables shall be terminated in the following manner:

(i) The traffic phases followed by the pedestrian phases used **on the relevant pole** (from top to bottom), followed by a space and then the traffic and pedestrian phases not used on the pole in question.

(ii) A space is to be left between the last core terminated (from the first cable) and the first core of the 8-core cable.

(iii) In order to isolate the (24VDC) Pedestrian Push Button circuit(s) from the mains (220VAC) circuits, the Pedestrian Push Buttons shall be connected via an 8 Core cable and not the signal cable.

(iv) Connect the push button common followed by the push button core in use on the relevant pole, directly followed by other push button cores.

(v) For APS and Wait Light push buttons, the above shall also be followed for the pedestrian inputs (24 VDC circuits) on the 8-core cable. All 220VAC inputs will have to be accommodated on the multicore signal cable.

1.1.6 There shall be at least 1 metre of slack of the traffic signal cable, measured from the bottom of the cover plate, in each pole to allow for termination.

1.1.7 The cable/s shall not be passed over the top of the termination cross bar however, the cable/s shall be secured to this top cross bar by means of cable ties.

1.1.8 The incoming cable cores must be terminated on the left-hand side and the outgoing cable cores on the right-hand side of the cable termination board.

1.1.9 The outer sheathing and armouring of the cables shall be removed at a point in line with the bottom of the traffic signal pole cover plate.

1.1.10 The earth continuity conductors (ECC) shall not in any way be cut off or nicked.

1.1.11 The ECC's shall be twisted together. These are then connected to an appropriate eye lug that shall be bolted to the traffic signal pole by means of a galvanized gutter bolt on the bottom cross bar.

1.1.12 Should there be no ECC's available on the cable, at least 3 strands of the galvanized armouring shall be connected as in 1.1.11 above.

1.1.13 The length of inner sheathing to be removed is dependent on the position of the strip connector mounted in the traffic signal pole.

1.1.14 All cable cores shall be tightly connected in the strip connector.

1.1.15 They shall be neat and to the satisfaction of the Council appointed representative.

1.1.16 A coil of slack of 4m of cable shall be buried in the ground at a spot in front of the inspection cover of the pole.

Cable Termination Boards are to be wired as follows:

Phase and Description	Core Number	Cable
A - Traffic Red	2	<b>Multicore Traffic Signal Cable</b>
A - Traffic Amber	3	
A - Traffic Green	4	
E - Red Man	5	
E - Green Man	6	
Space / Unused Termination Point		
B - Traffic Red	7	
B - Traffic Amber	8	
B - Traffic Green	9	
C - Traffic Red	12	
C - Traffic Amber	13	
C - Traffic Green	14	
D - Traffic Red	15	
D - Traffic Amber	16	
D - Traffic Green	17	
F - Red Man	10	
F - Green Man	11	
Space / Unused Termination Point		
Neutral	1	
Space / Unused Termination Point		

a Ped Push Button	1	<b>8 Core Cable</b>
b Ped Push Button	2	
.	3	
.	4	
.	5	
.	6	
.	7	
Common (Ped PB)	8	

Note:

1. In the above, this pole supports the traffic signal heads (faces) for Phase A (traffic) and Phase E (pedestrian), hence these are terminated first, followed by the cable cores that drive other phases that are not being used in this particular pole (as indicated in clause 1.1.5.)
2. The allocation may vary depending on the number of phases required in the layout. This will be determined by the ETA Representative.

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## TS-1.2 PAINTING OF TRAFFIC SIGNAL POLES

### Materials Required:

Galvanised Iron Cleaner (GIC1)

Galvanised Primer or Super Grip Primer (suitable for galvanised surfaces)

Paint: Gloss Enamel. Colour: Golden Yellow

Paint: Gloss Enamel. Colour: Black

Paint: Gloss Enamel. Colour: Grey

### Method:

- 1.2.1. A drop sheet or tarp is to be placed around the pole during scraping and painting.
- 1.2.2. Previously painted poles must first be scraped and cleaned prior to applying galvanised iron cleaner.
- 1.2.3. Clean by brushing on galvanised iron cleaner (GIC 1) onto the entire surface and rinse with water.
- 1.2.4. Repeat cleaning until a water break free surface is achieved.
- 1.2.5. The **golden rule** is to obtain a water break free surface before painting.
- 1.2.6. Ensure that the surface is completely dry before proceeding to the next step.
- 1.2.7. All poles must be wiped down with a dry cloth before the primer is applied.
- 1.2.8. Apply one coat of galvanised iron primer (GPC1) or Super Grip Primer to the cleaned galvanised surface.
- 1.2.9. Allow to dry and finish with topcoats of Black Enamel Paint (upper part of poles) and then Golden Yellow Enamel Paint on the remaining part of the poles. A minimum of two coats may be required.
- 1.2.10. Ensure that the underneath and top edges of all mountings have been properly painted.
- 1.2.11. Over coating should only be attempted after a minimum drying time of 18 hours @ 23 degrees Celsius (for the primer as well as the enamel paint).
- 1.2.12. Pole numbers/letters shall be applied in black and shall meet the following specifications:

Font type:	Brittanic Bold (to be confirmed on award)
Height:	100mm to 105mm
Width:	80mm to 85mm

This should be visible to motorists entering/exiting the junction from all approaches.
- 1.2.13. Stencils must be approved by ETA prior to the application of lettering/numbering.

## TS-2 CABLE TERMINATION IN THE CONTROLLER

The following is applicable to both the plinth and the pole type controller housing.

2.1 A coil of slack of 6m of each cable shall be buried in the ground at a spot in front of the controller (or behind, depending on entry point of the cable into the cabinet).

2.2 All cables and metallic parts are to be bonded together, to the satisfaction of the Council appointed representative, and connected to the supplier's earth terminal and to an earth spike.

2.3 All cables shall be secured to the cable securing bar and terminated according to the specification sheet for the intersection.

2.4 All cable terminations shall be tight.

2.5 All cables shall be terminated in the following manner (unless otherwise required by the timing configuration document or instructed by the Council appointed representative):-

Phase and Description	Core Number
A - (R) Traffic Red	2
A - (A) Traffic Amber	3
A - (G) Traffic Green	4
B - (R) Traffic Red	7
B - (A) Traffic Amber	8
B - (G) Traffic Green	9
C - (R) Traffic Red	12
C - (A) Traffic Red	13
C - (G) Traffic Green	14
D - (R)	
D - (A) Amber arrow	15
D - (G) Green arrow	16
E - (R) Redman	5
E - (A)	
E - (G) Greenman	6
F - (R) Redman	10
F - (A)	
F - (G) Greenman	11
.	.
.	.
.	.
Neutral	1

### Note:

The allocation/naming of the phases will have an impact on the above wiring convention, eg a turning arrow phase may be assigned to A Phase etc. In all circumstances, the ETA Representative shall be consulted for guidance.

**Pedestrian Push Button Inputs:**

To be terminated in the controller as per the allocation indicated in the Stage Diagram, the Drawing Layout (DL) and the Configuration Documentation. This will be on a Separate/Additional 8 Core Steel Wire Armoured Cable.

The wiring of the Pedestrian Pushbuttons in the controller shall be as follows:

a Ped Push Button	1	<b>8 Core Cable</b>
b Ped Push Button	2	
.	3	
.	4	
.	5	
.	6	
.	7	
Common (Ped PB)	8	

**Loop Detectors Inputs:**

The Loops are to be terminated in the controller as per the allocation indicated in the Stage Diagram, the DL and the Configuration Documentation.

Loop feeder cable cores shall be twisted, from the butt of the loop feeder cable, all the way to the cable end. Allowance shall be made for termination of the cable.

<b>Detector Loop Cable Termination</b>
Loop Feeder Cable Red Core
Loop Feeder Cable Black Core

### **TS-3 COVERING, BACK-FILLING AND REINSTATEMENT**

3.1 Filling in of trenches shall not commence until the Council appointed representative has inspected and approved the cables on site. Such inspection shall not be unreasonably delayed.

3.2 Where, in the opinion of the Council appointed representative, the soil on site is unsuitable for riddling or back-filling, the Contractor shall arrange for the importation of material approved by the Council appointed representative.

3.3 All excavations and back-filling (whether for the purpose of cable laying, joint bays or trial holes) shall be carried out in accordance with Section 11 of Durban Metro Electricity's Underground Cable Code of Practice and to the satisfaction of the Council appointed representative.

3.4 Trench edges must be saw cut. The refilled trench must be backfilled and compacted to 93% Mod AASHTO. density. A final temporary surface of 1:8 cement: sand mix must be laid (100mm) and this shall be maintained by the Contractor, at his expense, in a thoroughly safe condition until such time as the original surface has been restored.

3.5 Unless requested otherwise by the Council appointed representative, all damaged concrete footpath surfaces must be reinstated by the Contractor, in accordance with eThekweni Municipality standards. No material will be provided for this work.

3.6 Power driven mechanical rammers shall be used for reinstatement of the excavated materials, unless otherwise agreed by the Council appointed representative.

### **TS-4 INSTALLATION OF TRAFFIC SIGNAL INDUCTIVE DETECTOR LOOPS**

4.1. The loops shall be fitted into slots cut in the road surface by means of a suitable concrete saw or road cutting machine using carborundum or diamond tipped cutting blades.

4.2 The slot shall be 6 mm wide and not less than 30 mm and not more than 40 mm deep. The actual dimensions of the loops as installed shall not deviate from the nominal size by more than 100 mm.

4.3 Prior to the cutting of the slots for each loop, the Contractor shall mark out the loops on the road surface with lumber crayon. The positioning of the loops shall be to the approval of the Council appointed representative.

4.4 Should the Contractor's cutting machine require a jet of water for the cooling and lubricating of the blade, it will be the Contractor's responsibility to provide such water.

4.5 The Contractor will be provided with the wire for the loops. Each loop comprises 2 to 3 turns of wire depending on the loop size, laid in a clockwise direction. (Wire size and type to be 1,5 mm sq, PVC Nitrile insulated, 600 V grade). Joints in the loop wire are not permitted. Loops spanning two or more traffic lanes shall have 2 turns of wire. Loops spanning one lane shall have 3 turns of wire.

4.6 The loop wires, which shall be twisted all the way to the ends thereof, shall be connected via the termination board to the 2-core Loop Feeder cable (which shall also be twisted). The start of the loop should be connected to the RED core and the finish is to be connected to the BLACK core. A space is to be left between the last core terminated (from the multi-core cable) and the loop feeder cable. The free end of the loop feeder cable shall be labelled with the loop designation, i.e. Z1, Z2, etc., as specified on the relevant traffic signal drawing layout.

4.7 Connecting of the loop wires to the 2-core cable is to be carried out after measuring the loop resistance and a reading of less than 0.23 OHM is obtained. The Contractor shall punch a hole from the edge of the road surface, under the kerb, in order to install a 25mm x 2mm polycop pipe that shall be used to duct the loop wire into the Traffic Signal Pole, where it shall be connected to the 2 core loop feeder cable.

4.8 After installation of the loop wire, the slots shall be filled, to the level of the road, with an ETA approved epoxy tar compound type loop adhesive. The filling operation shall be carried out in such a manner so as to give the completed installation a neat appearance.

4.9 Certain loops may have to be installed either on a Saturday afternoon or a Sunday to minimize

disruption to traffic. In such instances, the ETA will advise accordingly.

4.10 The installation shall be conducted in such a manner that it will minimise inconvenience to, and disruption of, traffic. It is the Contractor's responsibility to ensure that he does not obstruct any traffic lanes during heavy traffic conditions, which in general occur before 09:00 and after 16:00, though such conditions could arise at other times as well. If requested to do so by the Contractor, the Council appointed representative will provide, if available, information on expected traffic conditions at each site prior to the planned installation of the particular set of detector loops. One week's notice will be required.

4.11 Where traffic conditions warrant this, the Contractor will arrange for the assistance of the Metropolitan Police in directing traffic. It will, however, be the responsibility of the Contractor to provide the necessary road signs, plastic traffic cones and any other safety device required in terms of the Road Traffic Act and the Metropolitan Police.

4.12 Work at any particular site shall be at a time and date as negotiated with, and approved by the Council appointed representative.

4.13 All necessary road safety and personnel safety precautions must be observed. This includes, but is not limited to, the use of road signage, flagmen, traffic cones, etc.

## **TS-5 REINSTATEMENT OF FOOTPATHS AND ROADS**

5.1 Unless requested otherwise by the Council appointed representative, the reinstatement of all surface types shall be undertaken upon completion of the installation and testing of the loops by the Contractor. No materials will be provided for this work.

5.2 Unless otherwise requested by the Council appointed representative, reinstatement of all surface types shall be undertaken by the Contractor, upon completion of the work.

## **TS-6 MISCELLANEOUS**

6.1 The Contractor shall produce dimensioned "as installed" sketches to the satisfaction of the Council appointed representative of all cable laid by him/her. Failure to provide the sketches will result in payments being withheld until such time that the sketches are supplied.

6.2 Loop installations shall be meggered on completion of the work using a 500V megger, and the Contractor shall ensure that an insulation resistance of not less than one mega ohm shall be achieved. The Contractor shall make a record of the readings measured and submit this, on the assigned fault form, to the Council appointed representative.

## **TS-7 INSTALLATION GENERAL**

7.1 Prior to the commencement of installation, the Council appointed representative shall arrange to meet the Contractor on site in order to confirm the relevant details indicated in the following clauses.

7.2 Pole and Concrete Base Installation.

7.2.1 The exact pole positions shall be marked on site by the Council appointed representative.

7.2.2 The Contractor shall ensure that the orientation of the poles is such that the inspection cover plate and the cable entry hole for the pedestrian push-button assemblies face in such direction that it facilitates ease of access by maintenance personnel and ease of operation of push-buttons by pedestrians respectively. The poles shall be installed such that the inspection covers do not face the roadway. The Council appointed representative shall advise the Contractor of the required orientation of poles during the site visit.

7.2.3 Standard poles shall be buried to a depth of approximately 960 mm and the backfill tightly compacted with not more than 150 mm depth of backfill being applied between successive stages of compaction.

7.2.4 Where long outreach overhead poles are specified on the relevant drawings, the Contractor shall construct the necessary concrete bases.

7.2.5 Dimensions of concrete bases shall be as follows for the various lengths of outreach of the poles:-

Outreach Length (mm)	Base Width (mm)	Base Depth (mm)	Base Length (mm)
4 500	1 000	1 000	1 500
6 100	1 000	1 000	1 750
12 000	1 500	1 000	2 000

7.2.6 The Contractor shall advise the Council appointed representative when excavation for concrete bases has been completed and bolt cages and cable ducts for feed cables have been positioned in order that the Council appointed representative may arrange an inspection prior to pouring of any concrete. The Contractor shall be responsible for the provision of any shuttering if required, and for the compaction of soil below and around the foundation if necessary.

7.2.7 Note that the bolt cages (Ref. Drawing Nos. IW008, IW016 and IW017) shall be so positioned that the uppermost ends of the bolts are at least 25 mm below the intended finished level of the pavement immediately adjacent to the base of the pole.

The Contractor shall also ensure that the outreach section of the pole is erected perpendicular to the direction of the carriageway beneath it.

7.2.8 The Contractor shall ensure that the upper level of the concrete foundation is at least 10 mm above the flat bar strips immediately below the threaded section of the bolt cage.

7.2.9 The concrete used shall comply with the following: -

Concrete shall have a crushing strength of 35 MPA (vibrated) at 28 days.

Only ordinary Portland Cement or Portland Cement 15 shall be used.

Aggregate shall not be less than 26 mm.

7.2.10 Reinforcing Steel:-

Each base shall be reinforced with one layer of Type 617 welded mesh placed in a position to permit anchorage to the bolt cage.

7.2.11 Six test cubes measuring 150mm x 150mm x 140mm, shall be cast at the time of pouring each base.

The cubes shall be clearly marked and submitted to:-

EThekwini Municipality Materials and Testing Laboratory

Engineering Unit

Roads Provision Department

K E Masinga Road

DURBAN

7.2.12 The cubes shall be tested by the Roads Department at 7 days and 28 days. Only if the results of the 7 day crushing tests indicate that the test cubes have reached a crushing strength of at least 20 MPA, shall permission be granted by the Council appointed representative to the Contractor for erection of the relevant overhead pole to proceed on the base in question - otherwise, such permission will be granted only if the results of the 28 day crushing test prove that the specified strength has been reached.

7.2.13 If any underground services pass through the excavation for the base, the Contractor shall supply and install suitable split PVC ducts which shall be adequately secured prior to pouring of concrete.

7.2.14 While concrete is being poured, it shall be vibrated using a suitable mechanical device.

7.2.15 Before placement of the pole on the concrete base, the Contractor shall thread one nut followed by one washer onto each of the holding down bolts. The upper surface of each of the washers shall be adjusted to the same level. The pole shall then be placed with its base plate over the bolt cage and resting on the levelled washers. A second washer, followed by two further nuts shall then be placed on each holding down bolt. The Contractor shall ensure that all nuts are tightened to an acceptable torque value.

7.2.16 The space between the underside of the steel base plate and the top of the concrete base must be grouted up solid using a 3:1 sand/cement grout.

7.2.17 All poles and bolt cages will be provided.

7.2.18 Flush Mounted Pedestal Poles:

The base plate of this pole shall be cast into a concrete slab of approximate size 700mm x700mm x 110mm. Concrete strength to be: 20 MPA. This clause is to be read in conjunction with Clauses 7.2.1 and 7.2.2.

7.3 At the point where cables are inserted into cable entry pipes (on all poles), these shall be secured with rubber tape.

7.4 The overhead poles should be fitted with a weatherproof junction box or termination enclosure to house the termination of the overhead arm signal heads.

## **TS-8 INSTALLATION OF PEDESTRIAN PUSHBUTTONS AND APS**

8.1 The pushbutton shall be installed at a minimum height of one metre from the floor level.

8.2 The maximum height from the floor level shall be 1.2 metre.

8.3 The pushbutton shall be mounted on the side of the pole facing the pavement.

8.4.1 The pushbutton shall be mounted on the traffic signal pole by means of metal straps or Band-it tape, depending on the type of pushbutton used.

8.4.2 The APS unit shall be mounted by drilling and tapping mounting hole(s) on the pole and then fastening with bolts. For street light poles, the unit shall be mounted onto the pole by means of a "U" shaped bracket.

8.5 The wire from the pushbutton shall be fed into the pole via a hole drilled on the traffic signal pole, behind the mounted pushbutton. For street light poles, the cable shall be housed in a conduit which should be strapped to the street light pole.

8.6 The pushbutton wires shall then be terminated onto the allocated pushbutton cores as per schedule or APS wiring diagram.

8.7 The APS controller shall be mounted on the traffic signal pole by means of metal straps or Band-it tape.

## **TS-9 TRAFFIC SIGNAL LANTERN INSTALLATIONS**

9.1 The traffic signal lanterns required for any particular intersection shall be determined from the DL.

9.2 The traffic signal lanterns shall be mounted in an approved manner, by the Contractor, as determined by the Engineer with reference to Volume 3 of the SARTSM Manual, Chapter 3 & Chapter 6.

9.3 The traffic signal lanterns shall be mounted by means of straps that are bolted to studs on the top and bottom mountings that are attached to the traffic signal poles.

9.4 The traffic signal lantern shall be mounted to the straps by first threading a nut onto the studs that are on the lantern. On top of this nut a washer shall be placed. The traffic signal lantern studs shall then be put through the slots provided on the straps. A washer shall then be put onto the stud followed by a nut threaded onto the stud.

9.5 The traffic signal lantern shall be mounted in such a way that it cannot be twisted from its intended direction by the wind or by being forced by hand.

9.6 The traffic signal lantern wiring loom (or cabyre) shall be fed to the inside of the traffic signal pole through the top of the pole, underneath the pole cover.

9.7 The traffic signal lantern shall be wired to the terminals provided in the traffic signal pole, in accordance with the DL/Phase specification.

9.8 All wiring terminations shall be tight.

9.9 In the case of traffic signal lanterns being on long outreach traffic signal poles, a special bracket should be used for the mounting of the lantern.

9.10 The traffic signal pedestrian lantern shall be mounted such that the red pedestrian signal aspect is not

higher than the lowest vehicular green aspect (see Figure 4.6, SARTSM Vol3). An additional bottom mounting is used to achieve this.

9.11 In the case of traffic signal lanterns being on street light poles, a “D” strap should be used. And this shall be secured to the pole using a Band-it strap. This also applies to the standard height heads (post mounted heads) on overhead poles. Note: should the “D” strap have a pre-drilled fastening hole on it, this shall be used to fasten the strap onto the overhead pole with a bolt.

## **TS-10 MANHOLE CONSTRUCTION**

### **10.1 In Sidewalk**

10.1.1 The manhole shall be constructed of brick and have a wall thickness of 115 mm. The base shall be constructed on 20 MPA concrete, with drain holes so as to allow trapped water to drain away. Bricks, cement and manhole covers will be provided.

10.1.2 Ducting cast into manhole walls shall, if possible, be at least 50 mm above the concrete base.

### **10.2 In Roadway**

10.2 The same to apply as for manholes constructed in the sidewalk, except that the wall thickness shall be 230 mm.

## **TS-11 CONSTRUCTION OF CONCRETE SLAB AROUND CONTROLLERS**

The slab shall be constructed as per drawing IW021 and shall be of 20 MPA concrete strengths at 7 days.

## **TS-12 TRAFFIC SIGNAL CONTROLLER INSTALLATION**

12.1 Mark the controller position (as per DL) and barricade the site with danger tape. The controller cabinet shall be installed in a manner such that its orientation (door opening) allows for the maintenance personnel to work on the controller whilst facing the signalised traffic intersection. Deviation from such orientation shall be at the discretion of the ETA representative.

### **12.2 For Plinth Mount Controllers**

12.2.1 Dig a hole 900 mm (L) x 650 mm (W) x 300 mm (D).

12.2.2 Flatten the base of the hole and place the concrete plinth in the hole. Level the plinth such that 50mm of the plinth shall be exposed (when the final concrete slab is cast).

12.2.3 Mount the controller on the plinth ensuring that it is level.

12.2.4 Pull all cables and the copper earth through to the centre of the plinth and back fill the hole around the plinth.

12.2.5 Insert rubbers between the plinth and controller cabinet, mount the cabinet and fasten all four nuts onto the plinth's four corner plates.

12.2.6 Check the level and alignment of the controller cabinet and the plinth.

12.2.7 Fill the inside of the plinth (i.e. the area around the cabling) with river sand till the top of the plinth.

12.2.8 Install earth spikes as required for controller earthing.

12.2.9 Gland cables to the gland plate of the controller, ensuring that the electricity supply cable is on the right-hand side and that all other cables are on the left-hand side, starting with the traffic signal output cables followed by loop and pedestrian input cables.

### **12.3 For Pole Mount Controllers**

12.3.1 Dig a hole 1000 mm (L) x 1000 mm (W) x 1000 mm (D).

12.3.2 Controller mounting plate to be 0.8m above the controller slab.

12.3.3 Pull all the cables and copper earth through the pole.

12.3.4 Mount the controller pole in the ground ensuring that it is level then back fill the hole around the controller pole, stamping every 100mm.

12.3.5 Insert rubbers or silicone between the controller plate and controller cabinet; mount the cabinet; install all nuts and bolts to fasten the controller to the controller plate.

12.3.6 Check level and alignment of the controller cabinet and pole.

12.3.7 Fill the inside of the pole (i.e. the area around the cabling) with river sand to 50mm from the top of the pole opening.

12.3.8 Install earth spikes as required for controller earthing.

**The following is applicable to the installation and cable termination of both of the above controller housing types.**

12.4 Strip cables and wire up the controller to specification.

12.5 Seal the controller using re-enterable epoxy.

12.6 Connect all the cable earths together inside the plinth via a line tap.

12.7 Make an LT connection at the point of supply as well as in the controller.

12.8 Completion certificate to be completed by the Contractor.

12.9 Remove rubble and clean the site.

### **TS-13 TESTING**

The final testing and commissioning of the cables and associated equipment will be undertaken by the Contractor after the works have been completed in every detail. The contractor shall provide a schedule of the tests carried out and the results of such tests. A Certificate of Compliance shall be provided by the contractor.

### **TS-14 RECORDING**

Approved dimensioned sketches for record purposes shall be prepared by the Contractor, who shall include in these sketches any information available to him regarding particulars of the depth of the trench, the arrangement of cables, and the position of all obstructions or other services revealed during the course of excavations. The Contractor shall include the provision of sketches in his pricing. This is an important aspect of the work and final payment cannot be made until all sketches have been received and approved by the Engineer.

### **TS-15 INCIDENTAL WORK**

15.1 The Contractor shall be responsible for the removal of accumulated water from whatever source, so as to prevent any risk of the cables, and other materials to be laid in the trenches, being detrimentally affected. He shall provide all pumps and appliances required and shall carry out the necessary pumping, the cost of which shall be inclusive in his price.

15.2 Where required for the security of the Contract Works or adjacent buildings or structures, timber in trenches or joint bays shall not be withdrawn but shall be left and built in as the Council appointed representative may instruct or approve. All timber left in position will be paid for on the basis of rates to be agreed.

15.3 The Contractor shall include in his tender price, for any timbering required and the provision of simple supports or stays for the security of other cables or Mains supply.

15.4 Removal of obstructions along the route shall first be approved by the Council appointed representative and carried out at predetermined agreed rates.

15.5 The Contractor will be required to undertake breakdown work during eThekweni Municipality shutdown periods and weekends as and when needed.

15.6 For the alignment of traffic signal poles, the Contractor shall include in his tender price, the digging and replanting of the pole and for the compacting (with the use of a manual rammer) of the soil around the pole.

## TS-16 EARTH ELECTRODES

The contractor shall ensure that the controller and housings are earthed to an earth electrode in accordance with SABS 0199-1985. The earth electrode resistance shall not exceed 2 ohms.

## TS-17 EXCAVATION IN ROADS AND PAVED AREAS

This shall be machine cut, particularly over long stretches. In instances of pole knockdowns, cut a neat 0.5m x 0.5m area to remove the poles. The surfaces that have been cut must be backfilled and compacted to 93% Mod AASHTO density. A final temporary surface of 1:8 cement: sand mix must be laid (100mm).

## TS-18 PAINTING OF CONTROLLER CABINETS


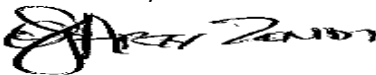
### Materials Required:

Cleaning materials: detergent (eg. dishwashing liquid or similar), mutton cloth, etc.  
 100 grit sandpaper  
 Sponge Rollers  
 Dulux Universal Undercoat (or similar)  
 Paint: Dulux Gloss Enamel - Colour: Ivory SABS

### Method:

- 18.1 The controller cabinet must be cleaned/washed; all stickers must be removed.
- 18.2 The cabinet must be **lightly sanded** with 100 grit sandpaper, to create an adhesive surface. **DO NOT REMOVE THE EPOXY COATING.**
- 18.3 The cabinet must then be thoroughly cleaned.
- 18.4 Ensure that the surface is completely dry before proceeding to the next step.
- 18.5 Mask main door and manual panel locks (key holes, etc.).
- 18.6 Apply one coat of Universal Undercoat, using a sponge roller for the larger, flat surfaces and a brush only where it is necessary.
- 18.7 Allow to dry and finish with topcoats of Enamel Paint (Ivory SABS), using a sponge roller for the larger, flat surfaces and a brush for smaller surfaces/crevices. Generally, two or more coats may be required.
- 18.8 Over coating should only be attempted after a minimum drying time of 18 hours @ 23 degrees Celsius.

**B: Occupational Health and Safety Act No. 85 of 1993****ETHEKWINI MUNICIPALITY  
Occupational Health & Safety Unit****37.2 Agreement in terms of Occupational  
Health and Safety Act No. 85 of 1993**

Document Title	37.2 Agreement in terms of OHS Act of 1993
Client	eThekweni Municipality – ETA – Public Transport
Project Name	Maintenance and Installation of Traffic Signals in Central areas for 36 months
Contract Number	1T - 29965
Revision	01
Date	12/08/2024
Internal Reference No.	37.2 AGM/040/08/2024
Compiled by (Safety officer)	Name and surname: Siya Nkosi Signature:  Date: 12 August 2024
Reviewed by (Manager: Safety & Risk)	Name and surname: Arty Zondi Signature:  Date: 12 August 2024



# ETHEKWINI MUNICIPALITY

## OCCUPATIONAL HEALTH AND SAFETY

OCCUPATIONAL HEALTH AND SAFETY ACT 1993, (ACT NO. 85 OF 1993) MANDATORY AGREEMENT  
– 37.2

### **Maintenance Contractor Acknowledgement of Responsibility in terms of the Occupational Health and Safety Act**

A written agreement between ETHEKWINI Municipality (the “employer”)

And

(the “Maintenance Contractor”)

as provided for in terms of Section 37 (2) of the Occupational Health and Safety Act No.85 of 1993 as amended by Act 181 of 1993.

I hereby declare that I, ....., am authorised to represent the “Maintenance Contractor” and acknowledge that the “Maintenance Contractor” is an employer with all duties and responsibilities as prescribed in the Occupational Health and Safety Act no. 85 of 1993.

I agree to ensure that all work performed, or machinery and plant used by the “Maintenance Contractor” on any ETHEKWINI Municipality premises shall be by the provisions of the said Act.

Furthermore, I agree the “Maintenance Contractor” shall comply with all ETHEKWINI Municipality site rules and safety, health, and environmental requirements as may be communicated or stipulated by ETHEKWINI Municipality before and during any Contract awarded to the “Maintenance Contractor” by ETHEKWINI Municipality.

Furthermore, I undertake to ensure that ETHEKWINI Municipality is timeously informed should the “Maintenance Contractor”, for whatever reason, be unable to perform in terms of this agreement.

The Contractor must compile a health and safety file that would be approved by the Occupational Health and Safety Unit.

The Contractor must conduct activity risk assessments, develop written safe working procedures, train all employees on risk assessment and safe working procedures and keep the training records in the safety file.

The Contractor’s driver must obey the traffic signs and speed limit within eThekwini Municipality premises.

The Contractor shall ensure his/her vehicle is in good working condition and safe for use, and that they are used by their design and intended use.

The Contractor must ensure that all his or her employees have a valid medical certificate of fitness.

The Contractor shall ensure that all employees under his/her control are wearing the appropriate Personal Protective Equipment for the job.

The Contractor must provide a fully equipped first aid box with a trained employee to administer first aid treatment in line with Unit Standards.

The Contractor shall maintain a high level of housekeeping on site, every day upon completion of the work.

The Contractor must be registered and in good standing with the Compensation for Occupational Injuries and Diseases Commissioner.

The Contractors must ensure that appropriate safety symbolic signs are displayed when working.

The Contractor shall conduct daily toolbox talks to its employees and keep the attendance records.

The Contractor shall designate in writing the Supervisor to manage the maintenance and installation of traffic signals activities and avoid unnecessary injuries and diseases.

Signed this .....day of .....20.....

On behalf of the “Maintenance Contractor” (print).....

(sign) .....

On behalf of the “employer” (print).....

(sign) .....