



DEPARTMENT (Cluster)
OPERATIONS MANAGEMENT
DIRECTORATE (Unit)
TRANSVERSAL
DIVISION
OFFICE OF DIRECTOR: PMU

PROCUREMENT DOCUMENT : [Infrastructure \(SAICE GCC\)](#)

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

Contract No: [32436-1A](#)

Contract Title: **Managing Contractor for the implementation of Ward-Based Community Infrastructure Projects (CIP), for Central Region within eThekweni over 36 Month Period**

Estimated CIDB: Grade: [8](#) Class: [GB/CE](#)

CLARIFICATION MEETING AND QUERIES

Clarification Meeting: [Compulsory Clarification Meeting](#)

Meeting Location: Room 213, 2nd Floor, 30 Archie Gumede Place, Stamford Hill, 4001

Date, Time: On 29 September 2025 at 11:00

Queries can be addressed to: Name: Nontobeko Mwelase

The Employer's Agent's: Tel: 031- 322 2030

Representative: eMail: Nontobeko.Mwelase2@durban.gov.za. All email queries must be submitted by 09 October 2025 and consolidated questions and answers to be uploaded on the municipal website on the 16 October 2025.

TENDER SUBMISSION

The Tender Offer (hard copy) shall be delivered to:

Delivery location: [The Tender Box in the foyer of the Municipal Building, 166 KE Masinga Road, Durban](#)

An **electronic submission** is also to be made via the eThekweni Municipality **JDE System (SSS Module)** (see Tender Data: C.2.13).

**JDE Queries
Contact:**

Lindo Dlamini: Tel: 031-322-7133 / 031-322-7153
Email: supplier.selfservice@durban.gov.za

Closing Date/ Time: [Friday, 24 October 2025](#) at [11h00](#)

Tender Offers submitted via any means other than that stated in the Tender Data will be deemed invalid

Issued by:

ETHEKWINI MUNICIPALITY

Director : [OFFICE OF DIRECTOR: PMU](#)

Date of Issue: [19/09/2025](#)

Document Version 01/07/2025

FOR OFFICIAL USE ONLY

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

INDEX to PROCUREMENT DOCUMENT

TENDER PART	Part T1	TENDERING PROCEDURES		Page
		T1.1	Tender Notice and Invitation to Tender	
		T1.1.1	Tender Notice and Invitation to Tender	2
		T1.1.2	Information Regarding the eThekweni JDE System	3
		T1.1.3	Notes to Tenderers	5
		T1.2	Tender Data	
		T1.2.1	Standard Conditions of Tender	7
		T1.2.2	Tender Data (<i>applicable to this tender</i>)	16
		T1.2.3	Additional Conditions of Tender	29
		RETURNABLE DOCUMENTS		Page
	Part T2	T2.1	List of Returnable Documents	30
		T2.2	Returnable Schedules, Forms and Certificates	31

CONTRACT PART	Part C1	AGREEMENT AND CONTRACT DATA		Page
		C1.1	Form of Offer and Acceptance	
		C1.1.1	Offer	65
		C1.1.2	Acceptance	67
		C1.1.3	Schedule of Deviations	68
		C1.2	Contract Data	
		C1.2.1	Standard Conditions of Contract	69
		C1.2.2	Contract Data	69
		C1.2.3	Additional Conditions of Contract	75
		PRICING DATA		Page
	Part C2	C2.1	Pricing Assumptions / Instructions	78
		C2.2	Bill of Quantities (separate page numbering system)	80
	Part C3	SCOPE OF WORK		Page
		C3.1	Project Description and Scope of Contract	121
		C3.2	Project Specifications	128
		C3.3	Standard Specifications	138
		C3.4	Particular Specifications	141
		C3.5	Contract and Standard Drawings	142
		C3.6	Annexures	143
	Part C4	SITE INFORMATION		Page
		C4.1	Locality Plan	144
		C4.2	Conditions on Site	145
		C4.3	Test Results	145

PART T1: TENDERING PROCEDURES

T1.1.1: TENDER NOTICE AND INVITATION TO TENDER

Tenders are hereby invited for the works to “Managing Contractor for the implementation of Ward-Based Community Infrastructure Projects (CIP), for Central Region within eThekweni over 36 Month Period”.

Subject	Description	Tender Data
Employer	The Employer is the eThekweni Municipality as represented by: Director / Head: OFFICE OF DIRECTOR: PMU	C.1.1.1
Tender Documents	Documentation is to be downloaded from the National Treasury’s eTenders website or the eThekweni Municipality Website : <ul style="list-style-type: none"> https://www.etenders.gov.za/ https://www.durban.gov.za/pages/business/procurement 	C.1.2
CIDB Eligibility	It is <u>estimated</u> that Tenderers should have a CIDB contractor grading designation of 8 GB/CE (or higher).	C.2.1.2
Clarification Meeting	Room 213, 2nd Floor, 30 Archie Gumede Place, Stamford Hill, 4001 On 29 September 2025 at 11:00	C.2.7
Seek Clarification	Queries relating to these documents are to be addressed to the Employer’s Agent’s Representative whose contact details are: Name: Nontobeko Mwelase Tel: 031- 322 2030 eMail: Nontobeko.Mwelase2@durban.gov.za. All email queries must be submitted by 09 October 2025 and consolidated questions and answers to be uploaded on the municipal website on the 16 October 2025.	C.1.4
Submitting a Tender Offer	The Tender Offer (hard copy) shall be delivered to: The Tender Box in the foyer of the Municipal Building, 166 KE Masinga Road, Durban An electronic submission , via the eThekweni Municipality JDE System (SSS Module) , is also to be made. Refer to Part T1.1.2 and Tender Data: C.2.13. Notwithstanding the electronic submission , a tender offer will only be deemed valid if the “hard copy” submission has been made.	C.2.13
Closing Time	The Tender Offer (hard copy) shall be delivered, and the electronic submission completed, both on or before Friday, 24 October 2025 , at or before 11h00 .	C.2.15
Evaluation of Tender Offers	The 90/10 Price Preference Point System, as specified in the SCM Policy: Section 52: Preferential Procurement will be applied in the evaluation of tenders. Tender Data: C.3.11: Evaluation of Tender Offers details the awarding of Preference Points, and other related evaluation requirements.	C.3.11

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

CIDB B.U.I.L.D. Programme Standards	
CIDB Standard for Indirect Targeting for Enterprise Development through Construction Works Contracts	Applicable
CIDB Standard for Developing Skills through Infrastructure Contracts	Applicable

T1.1.2: INFORMATION REGARDING THE ETHEKWINI JDE SYSTEM

This Part (T1.1.2) is for information purposes only.

Compliance requirements are stated in Part T1.2: Tender Data.

1) General

eThekwini Municipality Bids, Tenders and Quotations (hereafter referred to as Tenders) are going to be submitted using the JDE System.

This JDE System will be used for:

- Viewing of available (open) Tenders,
- Downloading procurement documentation for Tenders,
- Uploading completed and signed Tender documentation,
- Completion and submission of Tenders electronically,
- Viewing the Tender opening schedule.

2) Registrations

To be granted access to the **JDE System** prospective service providers must be registered on the **National Treasury's Central Supplier Database (CSD)**, the **eThekwini Municipality Supplier Portal**, and the **eThekwini Municipality JDE System**.

National Treasury: Central Supplier Database

- Registration can be made on <https://secure.csd.gov.za>.
- Service Providers will be issued a "MAAA" number when registered.

eThekwini Municipality Supplier Portal

- Registration can be made on <https://www.durban.gov.za> by following these links:
>Business >Supply Chain Management (SCM) >Accredited Supplier & Contractor Database.

eThekwini Municipality JDE System

- Service providers requiring access must send an email to supplier.selfservice@durban.gov.za
A copy of the **Director's ID** is required:
- On receipt of this email, the Procurement and Supply Chain Management (P&SCM) Directorate will respond with the login credentials and a link to the **JDE System**.

3) Assistance with using the JDE System

The following P&SCM Official(s) can be contacted in connection with any queries regarding the use of the **JDE System**:

- Lindo Dlamini Tel: 031 322 7153 or 031 322 7133
 Email: supplier.selfservice@durban.gov.za

4) Viewing of available tenders

By following link <https://rfq.durban.gov.za/jde/E1Menu.maf> prospective Service Providers will be able to view available (open) Tender opportunities without signing into the system. However, Service Providers will not be able to respond to a Tender without being signed into the system using a JDE User ID and Password.

5) **Tender documentation**

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

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

6) **Submission of tender offers**

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

Tender Offers are to be delivered, in “hard copy” format, to the Delivery Location as stated in the **Tender Data**.

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

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

7) **Viewing the Tender opening schedule**

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

T1.1.3: NOTES TO TENDERERS

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

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

eThekweni Supply Chain Management Policy (SCMP)

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

1) Section 14(4): ETM Supplier Database

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

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

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

The following is to be noted:

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

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

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

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

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

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

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

5) Section 21.2: Tender Validity

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

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

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

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

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

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

Each party of a JV must submit separate Tax Compliance Status PINs.

Also, and unless otherwise stated, the requirements for a single entity submission in terms of documentation requirements, will apply to each member of a JV making a submission.

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

8) Section 49.1.2: Complaints and Objections (Appeals)

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

CIDB

Regulation 25(8)

- 9) It should be noted that this contract is not part of a **Targeted Development Programme (TDP)**. The CIDB provisions in relation to a Contractor's **Potentially Emerging (PE) status** do not apply.

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

B.U.I.L.D. Programme

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

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

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

PART T1: TENDERING PROCEDURES

T1.2: TENDER DATA

T1.2.1 STANDARD CONDITIONS OF TENDER

The conditions of tender are the **Standard Conditions of Tender** as contained in **Annex C** of the CIDB Standard for Uniformity in Construction Procurement as published in Government Gazette No 42622, Board Notice 423 of 8 August 2019, as duplicated below.

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

Annex C

Standard Conditions of Tender

C.1	General	
C.1.1	Actions	
C.1.1.1	The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in C.2 and C.3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.	2) <i>Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.</i>
C.1.1.2	The employer and the tenderer and all their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderers shall declare any potential conflict of interest in their tender submissions. Employees, agents and advisors of the employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.	C.1.1.3 The employer shall not seek, and a tenderer shall not submit a tender, without having a firm intention and the capacity to proceed with the contract.
		C.1.2 Tender Documents
		The documents issued by the employer for the purpose of a tender offer are listed in the <i>Tender Data</i> .
		C.1.3 Interpretation
		C.1.3.1 The <i>Tender Data</i> and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.
		C.1.3.2 These conditions of tender, the <i>Tender Data</i> and tender schedules which are required for tender evaluation purposes, shall form part of any contract arising from the invitation to tender.
	<i>Note:</i> 1) <i>A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.</i>	

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

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

C.1.4 Communication and employer's agent

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

C.1.5 Cancellation and Re-Invitation of Tenders

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

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

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

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

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

C.1.6 Procurement procedures

C.1.6.1 General

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

C.1.6.2 Competitive negotiation procedure

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

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

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

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

C.2.7	Clarification meeting	tenderer. All signatories to the tender offer shall initial all such alterations.
	Attend, where required, a clarification meeting at which tenderers may familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting(s) are stated in the Tender Data .	
C.2.8	Seek clarification	
	Request clarification of the tender documents, if necessary, by notifying the employer at least five (5) working days before the closing time stated in the Tender Data .	
C.2.9	Insurance	
	Be aware that the extent of insurance to be provided by the employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the Contract Data . The tenderer is advised to seek qualified advice regarding insurance.	
C.2.10	Pricing the tender offer	
C.2.10.1	Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable fourteen (14) days before the closing time stated in the Tender Data .	
C.2.10.2	Show VAT payable by the employer separately as an addition to the tendered total of the prices.	
C.2.10.3	Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the Contract Data .	
C.2.10.4	State the rates and prices in Rand unless instructed otherwise in the Tender Data . The conditions of contract identified in the Contract Data may provide for part payment in other currencies.	
C.2.11	Alterations to documents	
	Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the	
		C.2.12 Alternative tender offers
C.2.12.1		Unless otherwise stated in the Tender Data , submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.
C.2.12.2		Accept that an alternative tender offer must be based only on the criteria stated in the Tender Data or criteria otherwise acceptable to the employer.
C.2.12.3		An alternative tender offer must only be considered if the main tender offer is the winning tender.
		C.2.13 Submitting a tender offer
C.2.13.1		Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works identified in the Contract Data and described in the scope of works, unless stated otherwise in the Tender Data .
C.2.13.2		Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.
C.2.13.3		Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the Tender Data , with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.
C.2.13.4		Sign the original and all copies of the tender offer where required in terms of the Tender Data . The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.

C.2.13.5 Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the Tender Data , as well as the tenderer's name and contact address.	the requirements of these conditions of tender apply equally to the extended deadline.
C.2.13.6 Where a two-envelope system is required in terms of the Tender Data , place and seal the returnable documents listed in the Tender Data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the Tender Data , as well as the tenderer's name and contact address.	C.2.16 Tender offer validity
C.2.13.7 Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the Tender Data .	C.2.16.1 Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the Tender Data after the closing time stated in the Tender Data .
C.2.13.8 Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.	C.2.16.2 If requested by the employer, consider extending the validity period stated in the Tender Data for an agreed additional period with or without any conditions attached to such extension.
C.2.13.9 Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the Tender Data .	C.2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted. If the validity period stated in C.2.16 lapses before the employer evaluating tender, the contractor reserves the right to review the price based on Consumer Price Index (CPI).
C.2.14 Information and data to be completed in all respects Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as non-responsive.	C.2.16.4 Where a tender submission is to be substituted, a tenderer must submit a substitute tender in accordance with the requirements of C.2.13 with the packages clearly marked as "SUBSTITUTE".
C.2.15 Closing time	C.2.17 Clarification of tender offer after submission
C.2.15.1 Ensure that the employer receives the tender offer at the address specified in the Tender Data not later than the closing time stated in the Tender Data . Accept that proof of posting shall not be accepted as proof of delivery.	Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.
C.2.15.2 Accept that, if the employer extends the closing time stated in the Tender Data for any reason,	<i>Note: Sub-clause C.2.17 does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the Employer elect to do so.</i>
	C.2.18 Provide other material
	C.2.18.1 Provide, on request by the employer, any other material that has a bearing on the tender offer,

<p>the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment.</p> <p>Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.</p> <p>C.2.18.2 Dispose of samples of materials provided for evaluation by the employer, where required.</p> <p>C.2.19 Inspections, tests and analysis</p> <p>Provide access during working hours to premises for inspections, tests and analysis as provided for in the <i>Tender Data</i>.</p> <p>C.2.20 Submit securities, bonds and policies</p> <p>If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the <i>Contract Data</i>.</p> <p>C.2.21 Check final draft</p> <p>Check the final draft of the contract provided by the employer within the time available for the employer to issue the contract.</p> <p>C.2.22 Return of other tender documents</p> <p>If so instructed by the employer, return all retained tender documents within twenty-eight (28) days after the expiry of the validity period stated in the <i>Tender Data</i>.</p> <p>C.2.23 Certificates</p> <p>Include in the tender submission or provide the employer with any certificates as stated in the <i>Tender Data</i>.</p> <p>C.3 The employer's undertakings</p> <p>C.3.1 Respond to requests from the tenderer</p> <p>C.3.1.1 Unless otherwise stated in the <i>Tender Data</i>, respond to a request for clarification received up to five (5) working days before the tender closing time stated in the <i>Tender Data</i> and</p>	<p>notify all tenderers who collected tender documents.</p> <p>C.3.1.2 Consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to prequalify a tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence:</p> <ul style="list-style-type: none"> a) an individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements; b) the new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or c) in the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process. <p>C.3.2 Issue Addenda</p> <p>If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until three (3) working days before the tender closing time stated in the <i>Tender Data</i>. If, as a result a tenderer applies for an extension to the closing time stated in the <i>Tender Data</i>, the Employer may grant such extension and, shall then notify all tenderers who collected tender documents.</p> <p>C.3.3 Return late tender offers</p> <p>Return tender offers received after the closing time stated in the <i>Tender Data</i>, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the tenderer concerned.</p> <p>C.3.4 Opening of tender submissions</p> <p>C.3.4.1 Unless the two-envelope system is to be followed, open valid tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the <i>Tender Data</i>. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.</p>
---	---

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

C.3.9.3 Notify the tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender offer as tendered or accept the corrected total of prices.

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

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

C.3.10 Clarification of a tender offer

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

C.3.11 Evaluation of tender offers

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

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

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

The activities associated with evaluating tender offers are as follows:

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

C.3.11.1 General

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

C.3.12 Insurance provided by the employer

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

C.3.13 Acceptance of tender offer

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

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

C.3.14 Prepare contract documents

C.3.14.1 If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of:

- a) addenda issued during the tender period,
- b) inclusion of some of the returnable documents and
- c) other revisions agreed between the employer and the successful tenderer.

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

C.3.15 Complete adjudicator's contract

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

C.3.16 Registration of the award

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

C.3.17 Provide copies of the contracts

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

C.3.18 Provide written reasons for actions taken

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

T1.2.2 TENDER DATA

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

C.1: GENERAL

C.1.1 The employer:

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

Director / Head: OFFICE OF DIRECTOR: PMU

C.1.2 Tender documents:

The Tender Documents issued by the Employer comprise:

- 1) This procurement document.
- 2) The **Conditions of Contract** and associated **Contract Data** are identified in **Section C1.2.1**. Tenderers/ Contractors are required to obtain their own copies.
- 3) The **Specifications** identified in **Section C3.3.1**. Tenderers/ Contractors are required to obtain their own copies.
- 4) In addition, Tenderers are advised, in their own interest, to obtain their own copies of the following acts, regulations, and standards referred to in this document as they are essential for the Tenderer to get acquainted with the basics of construction management, the implementation of preferential construction procurement policies, and the participation of targeted enterprise and labour.
 - The Employer's Supply Chain Management Policy (as at advertising date).
 - The Occupational Health and Safety Act No 85 and Amendment Act No 181 of 1993, and the Construction Regulations (2014).
 - The Construction Industry Development Board Act No 38 of 2000 and the Regulations issued in terms of the Act (July 2013).
 - SANS 1921:2004 – Construction and Management Requirements for Works Contract, Parts 1-3.
 - CIDB Standard for Developing Skills Through Infrastructure Contracts, published in Gazette Notice No. 48491 of 28 April 2023.
 - CIDB Standard for Indirect Targeting for Enterprise Development through Construction Works Contracts, published in Gazette Notice No. 36190 of 25 February 2013.
 - Any other eThekweni Policy documents referenced in the Tender Documents.

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

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

C.1.4 Communication and employer's agent:

The Employer's Agent's Representative is:

Name: Nontobeko Mwelase

Tel: 031- 322 2030

eMail:

**Nontobeko.Mwelase2@durban.gov.za. All
email queries must be submitted by 09
October 2025 and consolidated questions**

and answers to be uploaded on the
municipal website on the 16 October 2025.

The Tenderer's contact details, as indicated on **Returnable Document T2.2.1: Compulsory Enterprise Questionnaire**, shall be deemed as the only valid contact details for the Tenderer for use in communications between the Employer's Agent and the Tenderer during tender evaluation.

C.1.6.2 Procurement procedures:

The competitive negotiation procedure shall be applied.

C.2: TENDERER'S OBLIGATIONS

C.2.1 Eligibility:

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

C.2.1.1 Eligibility: General

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

- (a) In the event of a Compulsory Clarification Meeting:
 - i) the Tenderer fails to attend the Compulsory Clarification Meeting, or
 - ii) the Tenderer fails to have **Returnable Document T2.2.2: Certificate of Attendance at Clarification Meeting / Site Inspection** signed by the Employer's Agent or their representative.
- (b) At the time of tender closing, the Tenderer is not registered on the **National Treasury Central Supplier Database (CSD)** and the **eThekweni Municipality Supplier Portal**. In the case of a Joint Venture, this requirement will apply individually to each party in the Joint Venture. Tenderers are to reference **Returnable Document T2.2.1: Compulsory Enterprise Questionnaire** (section 1.5) and **Returnable Document T2.2.12: "CSD Registration Report"**.
- (c) In the case of Joint Venture (JV) submissions, two or more JV entities have common directors/ shareholders or common entities tendering for the same works.
- (d) The following documentation is to be completed in full, signed, and returned with the tender submission. **Failure to comply will result in the tender offer being deemed non-responsive:**
 - T2.2.1: Compulsory Enterprise Questionnaire.
 - T2.2.5: MBD 4: Declaration of Interest.
 - T2.2.6: MBD 5: Declaration for Procurement Above R10 Million.
 - T2.2.7: MBD 6.2: Declaration for Local Production and Content.
 - T2.2.8: MBD 8: Declaration of Bidder's Past SCM Practices.
 - T2.2.9: MBD 9: Certificate of Independent Bid Determination.
 - T2.2.10: Declaration of Municipal Fees
- (e) The certificates listed in the **Tender Data: C.2.23: Certificates** are to be included with the tender submission. **Failure to comply will result in the tender offer being deemed non-responsive.**
 - T2.2.1: SARS Tax Compliance Status - PIN Issued (submitted with the Compulsory Enterprise Questionnaire).
 - T2.2.12: Central Supplier Database (CSD) Report.

- T2.2.13: CIDB Registration and Status.

C.2.1.2 Eligibility: CIDB

Tenderers are to reference the provisions of **Tender Data: C.2.23: Certificates** and **Returnable Document: T2.2.13: Verification of CIDB Registration and Status** with respect to CIDB registration.

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

Joint ventures are eligible to submit tenders provided that:

- (a) Every member of the joint venture is registered (as “Active”) with the CIDB (at time of tender closing),
- (b) The lead partner has a contractor grading designation in the **GB/CE** class of construction work and has a grading designation of not lower than one level below the required grading designation, and
- (c) The combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations (2013) is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a **GB/CE** class of construction work or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations.

C.2.1.3 Eligibility: Tenderer’s Experience

Tenderers are to complete and sign **Returnable Form T2.2.16: Eligibility: Experience of Tenderer**.

Only those Tenderers that can demonstrate experience and submit the associated documentation/information, in works of a similar nature, **within the past 07 years**, will be eligible to have their tenders evaluated in terms of Clause C.3.11.

- **Table 1:** The **Experience Requirement** is specified on this table.
- **Table 2:** The experience is to be **Similar in Nature** to that specified on this table. Tenderers are to note the exclusions (if any) stated on this table.
- **Table 3:** The **Documentation/ Information** that is required to be included in this submission is specified on this table (which includes the Notes below the table).
- Tenderers may submit experience gained as **Sub-Contractors or Main Contractors**.
- **Guidance** on the completion of the **Experience Submission Form** is provided on the first page of **Returnable Form T2.2.16**.

Tenderers are to indicate the documentation that has been included in the tender submission, in support of each experience submission, in the shaded column on Page **59**.

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

Table 1: Experience Requirement

Contract(s), with works of a similar nature, within the past **07 years**, where the combined value of completed work is at least 50% of the tender value submitted for this tender on the **Form of Offer (C1.1.1)**.

A minimum of **2 contracts**, with works of a similar nature, within the past **07 years**, each with a value of 50% of the tender value submitted for this tender on the **Form of Offer (C1.1.1)**.

Table 2: Works of a Similar Nature

Provision of Roads and Ancillary Works

- Projects of a similar nature that will be considered will be one, or a combination of, the following types of projects:
 - new road construction
 - road widening/upgrades
 - provision of interim roadway related services to informal settlements
 - intersection improvements
 - gravel to surfaced road upgrades
 - access road upgrades
 - major parking areas
 - **speed-humps and Guardrails**
- Each project must consist of at least two of the following elements:
 - bulk earthworks
 - roadway layer-works
 - asphalt roadway surfacing
 - kerbing / channelling
 - sidewalk / walkway construction
 - stormwater drainage
 - traffic calming measures
 - retaining structures
 - dealing with underground services (watermains, sewers, electricity, communication infrastructure)
- Projects that will be excluded are:
 - road rehabilitation projects
 - the construction of gravel roads
 - road maintenance projects

Table 2: Works of a Similar Nature

Provision or Maintenance of Road-Related Structures.

- Projects of a similar nature that will be considered will be one, or a combination of, the following types of projects:
 - Retaining walls (reinforced concrete, masonry, gabion, proprietary block systems etc).
 - Reinforced concrete construction.
 - Reinforced concrete repairs (spalling, member replacement, use of specialist products etc).
 - Structural steel construction and repairs and application of steel protection systems.
 - Specialist proprietary product repair systems or approved product applicator for specific specialist proprietary products.
 - Reinforced concrete pedestrian bridges.
 - Structural steel pedestrian bridges.
 - Reinforced and prestressed concrete pedestrian and road bridges.

Table 2: Works of a Similar Nature
Provision of Water and Sanitation – Ablution Facilities
<ul style="list-style-type: none"> ○ Projects of a similar nature that will be considered will be one, or a combination of, the following types of projects: ○ Construction of civil works related to in-situ of containerised ablution facilities ○ Provision of portable ablution facilities ○ Alternative technology toilet replacing UD's ○ Boreholes & Water Tanks installation ○ Sewer line repairs and upgrade
<ul style="list-style-type: none"> ○ Each project must consist of at least two of the following elements: ○ Containerised and in-situ ablution facilities ○ Ablution refurbishment and new ones ○ Watermains repairs and upgrade ○ Urine diversion sanitation
<ul style="list-style-type: none"> ○ Projects that will be excluded are: ○ Project at EWS Business plan for new projects ○ the new construction of watermains and sewer lines

Table 2: Works of a Similar Nature
Provision of Parks, Recreation and Culture – Outdoor Gyms, Sport Fields, Beaches, Community Pools, Libraries, Community Halls and Other Buildings
<ul style="list-style-type: none"> • Projects of a similar nature that will be considered will be one, or a combination of, the following types of projects: <ul style="list-style-type: none"> ○ Outdoor gyms and play ○ Sport fields ○ Fencing ○ General building and refurbishment ○ Swimming pools – Rehabilitation of the swimming pool or lifeguard tower/ office ○ Libraries – maintenances and Civil works ○ Museums - maintenances and Civil works ○ Nature Reserves - maintenances and Civil works ○ Community parks ○ Parks Depots ○ Cemeteries
<ul style="list-style-type: none"> • Each project must consist of at least two of the following elements: <ul style="list-style-type: none"> ○ Renovations & Refurbishment of Halls, ablutions and changing rooms ○ Outdoor Gyms -installation of outdoor gyms, paving blocks, signage ○ Recreation Facilities ○ supply and installation of fencing ○ Construction of sport fields an associated equipment
<ul style="list-style-type: none"> • Projects that will be excluded are: <ul style="list-style-type: none"> ○ Building rehabilitation projects

Table 2: Works of a Similar Nature

Provision of Buildings and Ancillary Works

Projects of a similar nature that will be considered will be one, or a combination of, the following types of projects:

1. Offices, Libraries, Museums, Art Galleries, Taxi ranks, Fire stations, Schools, Multi-level residential developments, Clinics, Hospitals, Laboratories, Multi-purpose buildings, Halls, Malls, Shopping Centres, Warehouses, Auto-hubs, Showrooms, guardhouses, ablution facilities, social housing developments, electrical sub-stations, etc.
2. Projects of Similar nature will be considered for projects which fall under general building, which comprise of scopes of work including but not limited to; earthworks and foundation, brickwork, concrete, formwork, structural steelwork, shopfronts, glazing, multi-storey construction, electrical installation and reticulation, mechanical installation and reticulation.
3. Excluding RDP housing developments only.

Table 3: Documentation / Information Requirements

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

NOTES (for Table 3)

1. To include the names of the parties, the managing entity's name, the effective dates, and the signature(s) page, all pertaining to the agreement.
2. Issued by the Client / Employer.
3. Proof of the most recent payment received from the Main Contractor or Client/ Employer, OR the most recent submitted INVOICE. Whichever of these documents is submitted, a summary breakdown of quantities is to accompany that document.
4. Proof of the final payment received from the Main Contractor or Client/ Employer, OR the most recent submitted INVOICE. Whichever of these documents is submitted, a summary breakdown of quantities is to accompany that document.
5. Issued by the Client/ Employer.

6. If executed as a Sub-Contractor, the Scope-of-Work should be indicative of only the works carried out by the Sub-Contractor, and not the overall Scope-of-Work of the main contract.
If executed as a Main Contractor, the overall contract Scope-of-Work is to be indicated.

C.2.2.2 The cost of the tender documents:

Replace this paragraph with the following:

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

C.2.6 Acknowledge addenda:

Add the following paragraphs:

“Addenda will be published on the **eThekweni Municipality website** as stated in **Tender Data: C.1.2**. Tenderers are to ensure that this website is consulted for any published addenda pertaining to this tender up to three days before the tender closing time as stated in the **Tender Data**.”

“Acknowledgement of receipt of the addenda will be by the return of the relevant completed, dated, and signed portion of the addenda, to the physical or email address as specified on the addenda.

Failure of the Tenderer to comply with the requirements of the addenda WILL result in the tender submission being made non-responsive.”

C.2.7 Clarification meeting:

Room 213, 2nd Floor, 30 Archie Gumede Place, Stamford Hill, 4001
On 29 September 2025 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.

C.2.10.2 Pricing the tender offer:

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

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

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

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

C.2.12 Alternative tender offers:

No alternative tender offers will be considered.

C.2.13 Submitting a tender offer:

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

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

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

- Contract No. : **32436-1A**
- Contract Title : **Managing Contractor for the implementation of Ward-Based Community Infrastructure Projects (CIP), for Central Region within eThekweni over 36 Month Period**

Tender Offers are also to be **SUBMITTED ELECTRONICALLY** (uploaded) on the eThekweni Municipality **JDE System** (Supplier Self Service (SSS Module)). For information pertaining to the JDE System, Tenderers are referred to **Section T1.1.2**.

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

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

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

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

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

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

C.2.15 Closing date and time:

The closing time is:

- **Date** : **Friday, 24 October 2025**
- **Time** : **11h00**

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

C.2.16 Tender offer validity:

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

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

of anything to the contrary by the tenderer.

C.2.23 Certificates:

Refer to **T2.1: “List of Returnable Documents”** for a listing of certificates that must be provided with the tender. All certificates must be valid at the time of tender closing.

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

SARS Tax Compliance Status – PIN Issued

Reference is to be made to **Returnable Document T2.2.1: Compulsory Enterprise Questionnaire** which requires the “SARS Tax Compliance Status – PIN Issued” to be included with this returnable document.

Central Supplier Database (CSD)

Reference is to be made to **Returnable Document T2.2.12: CSD Registration Report**.

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

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

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

CIDB Registration (if applicable)

Reference is to be made to **Returnable Document T2.2.13: Verification of CIDB Registration and Status**.

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

The date of obtaining the CIDB printout(s) is to be indicated on the printout, and the Tenderer's registration with the CIDB must be reflected as “Active” as at the date of tender closing.

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

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

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

B-BBEE Status Level of Contribution Certificate

Tenderers are referred to **Returnable Document T2.2.6: MBD 6.1: Preference Points Claim** for the B-BBEE Certificate requirements. Notwithstanding the completion of Returnable Document T2.2.6, should no B-BBEE Status Level of Contribution Certificate be returned no points for Preferential Procurement will be deemed to have been claimed.

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

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

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

C.3: THE EMPLOYER'S UNDERTAKINGS

C.3.1.1 Respond to requests from the tenderer:

Replace the words “five working days” with “three working days”.

C.3.2 Issue addenda:

Add the following paragraph:

“Addenda will be published on the **eThekweni Municipality Website** (refer to **Tender Data: C.1.2**).

C.3.4 Opening of Tender Submissions:

Tenders will be opened immediately after the closing time for tenders. The public reading of tenders will take place in the P&SCM Boardroom, 6th Floor, (Municipal Building), 166 KE Masinga Road, Durban.

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

C.3.9 Arithmetical errors, omissions and discrepancies:

Add the following Clause:

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

C.3.11 Evaluation of Tender Offers:

Eligibility

Tenders will be checked for compliance with the ELIGIBILITY requirements, as specified in the **Tender Data: C.2.1**. Tenders not in compliance will be deemed non-responsive.

Preference Point System

The procedure for the evaluation of responsive tenders is **PRICE AND PREFERENCE**, in accordance with the Employer's **SCM Policy: Section 52: Preferential Procurement**.

The **90/10** preference points system, for requirements with a Rand value above R50,000,000 (all applicable taxes included), will be applied. The Formula used to calculate the **Price Points (max. 90)** will be according to that specified below.

Price Points

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

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

90/10 Procurement System

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

Where:

P _s	=	Points scored for comparative price of bid under consideration
P _t	=	Comparative price of bid under consideration
P _{min}	=	Comparative price of lowest acceptable bid

Preference Points

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

The Basket of Preference Goals (SCM Policy Section 52.7)

The provisions of the SCM Policy: **Section 52.7: The Basket of Preference Goals** shall apply. Reference is to be made to **Returnable Form: MBD 6.1: Preference Points Claim**.

The Preference **Points (10)** will be derived from points claimed for **Specific Goals** as indicated in the table(s) below, according to the specified **Goal/ Category Weightings**.

• **Ownership Goal**

Goal Weighting: **90%**

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	90/10
Race: Black	Equals 0%	0
	Between 0% and 51%	2,4
	Greater or equal to 51% and less than 100%	4,8
	Equals 100%	6
Gender: Female	Equals 0%	0
	Between 0% and 51%	0,8
	Greater or equal to 51% and less than 100%	1,6
	Equals 100%	2

Maximum Ownership Goal Points: **8**

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: **10%**

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	90/10
Not in South Africa	0
South Africa	0,5
Kwa Zulu Natal	1
eThekweni Municipality	2
Maximum Goal Points: 2	
Proof of claim as declared on MBD 6.1 (1 or more of the following will be used in verifying the Tenderer's status)	
<ul style="list-style-type: none"> • CSD report 	

C.3.13 Acceptance of tender offer:

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

- The Tenderer's municipal rates and taxes are not in arrears, or they have made arrangements to meet outstanding municipal fee obligations.
- The Tenderer's tax compliance status has been verified, or they have made arrangements to

meet outstanding tax obligations.

- (c) If applicable, the Tenderer is **registered**, and **“Active”**, with the **Construction Industry Development Board** in an appropriate contractor grading designation.
- (d) The Tenderer or any of its directors/ shareholders are **not listed on the Register of Tender Defaulters**, in terms of the Prevention and Combating of Corrupt Activities Act of 2004, as a person prohibited from doing business with the public sector.
- (e) The Tenderer has not:
 - i) Abused the Employer's Supply Chain Management System; or
 - ii) Failed to perform on any previous contract and has been given a written notice to this effect.
- (f) The Employer is reasonably satisfied that the Tenderer has in terms of the Construction Regulations (2014), issued in terms of the Occupational Health and Safety Act (1993), the **necessary competencies and resources to carry out the work safely**.

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

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

C.3.15 Complete adjudicator's contract:

Refer to the **Conditions of Contract** and the **Contract Data**.

C.3.17 Copies of contract:

The number of paper copies of the signed contract to be provided by the Employer is **ONE (1)**. Tenderers are referred to the requirements as stated in the **Tender Data: C.2.13**.

T1.2.3 ADDITIONAL CONDITIONS OF TENDER

T1.2.3.1 Complaints and Objections (Appeals)

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

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

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

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

EThekweni Metropolitan Municipality
Nedbank
Account Number: 110-782-1118
Reference Number: Use the Contract Number

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

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

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

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

T1.2.3.3 Code of Conduct and Local Labour

The Tenderers shall make themselves familiar with the requirements of the following policies:

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

T1.2.3.4 Functionality Specification

Functionality Evaluation is not applicable to this tender.

PART T2: RETURNABLE DOCUMENTS

T2.1 LIST OF RETURNABLE DOCUMENTS

T2.1.1 General

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

The Tenderer is required to complete and sign each and every Schedule and Form listed below to the best of their ability as the evaluation of tenders and the eventual contract will be based on the information provided by the Tenderer.

Failure of a Tenderer to complete the Schedules and Forms to the satisfaction of the Employer will inevitably prejudice the tender and may lead to rejection on the grounds that the tender is non-responsive.

T2.1.2 Returnable Schedules, Forms and Certificates

Entity Specific

T2.2.1	Compulsory Enterprise Questionnaire	31
T2.2.2	Certificate of Attendance at Clarification Meeting/ Site Inspection	32
T2.2.3	MBD 4: Declaration of Interest	33
T2.2.4	MBD 5: Declaration for Procurement Above R10 Million (if applicable)	35
T2.2.5	Contracts Awarded by Organs of State in the past 5 years	36
T2.2.6	MBD 6.1: Preference Points Claim Form (SCM Policy Section 52.5).....	37
T2.2.6	MBD 6.1: Preference Points Claim Form (SCM Policy Section 52.7).....	40
T2.2.7	MBD 6.2: Declaration for Local Production and Content (if applicable).....	43
T2.2.8	MBD 8: Declaration of Bidder's Past SCM Practices	47
T2.2.9	MBD 9: Certificate of Independent Bid Determination	49
T2.2.10	Declaration of Municipal Fees	51
T2.2.11	Contractor's Health and Safety Declaration	52
T2.2.12	CSD Registration Report.....	54
T2.2.13	CIDB Registration and Status	55
T2.2.14	Joint Venture Agreements (if applicable)	56
T2.2.15	Record of Addenda to Tender Documents.....	57
T2.2.16	Experience of Tenderer.....	58

Contract Part: The Tenderer is required to complete following forms:

C1.1.1	Form of Offer	60
C1.2.2.2	Data to be Provided by Contractor	61
C2.2	Bill of Quantities	62

T2.2.1 **COMPULSORY ENTERPRISE QUESTIONNAIRE**

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

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

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

4.0	MBD 4, MBD 6, MBD 8, and MBD9 issued by National Treasury <u>must be completed for each tender and be included as a tender requirement.</u>
-----	--

Tenderers are to include, at the back of their tender submission, a printout of their SARS "Tax Compliance Status – PIN Issued" certificate.

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

NAME (Block Capitals):

Date

SIGNATURE:

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

Reference is to be made to the **Tender Data: C.2.1.1(a) and C.2.7.**

This is to certify that:

(entity name):

of (address):

was represented by the person(s) named below at the Clarification Meeting for Contract **32436-1A** held for all Tenderers, the details of which are stated in the **Tender Data: C.2.7.**

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

Particulars of person(s) attending the meeting:

Name:

Name:

Signature:

Signature:

Capacity:

Capacity:

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

Name:

Signature:

Date:

T2.2.3 MBD 4: DECLARATION OF INTEREST

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

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

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

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

3.1 Name of enterprise

Name of enterprise’s representative

3.2 ID Number of enterprise’s representative

3.3 Position enterprise’s representative occupies in the enterprise

3.4 Company Registration number

3.5 Tax Reference number

3.6 VAT registration number

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

3.8 Are you presently in the service of the state?

Circle Applicable

YES

NO

If yes, furnish particulars:

.....

3.9 Have you been in the service of the state for the past twelve months?

YES	NO
-----	----

If yes, furnish particulars:

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

YES	NO
-----	----

If yes, furnish particulars:

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

YES	NO
-----	----

If yes, furnish particulars:

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

YES	NO
-----	----

If yes, furnish particulars:

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

YES	NO
-----	----

If yes, furnish particulars:

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

YES	NO
-----	----

If yes, furnish particulars:

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

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

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

NAME (Block Capitals):

Date

SIGNATURE:

**T2.2.4 MBD 5: DECLARATION FOR PROCUREMENT ABOVE R10 MILLION
(ALL APPLICABLE TAXES INCLUDED)**

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

		Circle Applicable	
		YES	NO
1.0	Are you by law required to prepare annual financial statements for auditing?		
1.1	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.		
2.0	Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days?	YES	NO
2.1	If NO, this serves to certify that the bidder has no undisputed commitments for municipal services towards any municipality for more than three months or other service provider in respect of which payment is overdue for more than 30 days.		
2.2	If YES, provide particulars.		
3.0	Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract?	YES	NO
3.1	If YES, provide particulars. SEE Returnable Document T2.2.5		
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, 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:

T2.2.5 CONTRACTS AWARDED BY ORGANS OF STATE IN THE PAST 5 YEARS

In terms of SCM Policy Section 20(1)(d)(iii), Tenderers are to provide details of Works undertaken for the Government or Public Sector entities/ Organs of State in the past 5 Years, including particulars of any material non-compliance or dispute concerning the execution of such contract.

Material non-compliance or dispute (Yes or No)													
Date Completed													
Value of Work													
Consulting Engineer/Engineers representative													
Employer													
Contract Number													

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.

NAME (Block Capitals): _____

Date

SIGNATURE: _____

T2.2.6 MBD 6.1: PREFERENCE POINTS CLAIM)

(SCMP 52.5: Broad-Based Black Economic Empowerment)

This form serves as a claim form for preference points for **Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution**. **Reference is to be made to the Tender Data: C.3.11.**

1.0 GENERAL CONDITIONS

- 1.1 The relevant **Preference Points System (90/10)** applicable to this bid is stated in the **Tender Data: C.3.11**.
- 1.2 Failure on the part of a bidder to fill in and/ or sign this form, and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS), or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA), or sworn affidavits in the case of Exempted Micro Enterprises or Qualifying Small Enterprises, together with the bid, will be interpreted to mean that preference points for **B-BBEE Status Level Of Contribution** are not claimed.
- 1.3 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2.0 ADJUDICATION USING A POINT SYSTEM

- 2.1 The bidder obtaining the highest number of total points will be recommended for the award of the contract.
- 2.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts.
- 2.3 Points scored will be rounded off to the nearest 2 decimal places.
- 2.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 2.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 2.6 Should two or more bids be equal in all respects the award shall be decided by the drawing of lots.

3.0 POINTS AWARDED FOR PRICE

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

90/10 Procurement System

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

Where: P_s = Points scored for comparative price of bid under consideration
 P_t = Comparative price of bid under consideration
 P_{\min} = Comparative price of lowest acceptable bid

4.0 POINTS ALLOCATED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

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

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

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

4.14 Gazetted Sector Codes supersede Generic Codes.

5.0 SUB-CONTRACTING

5.1 B-BBEE points must not be awarded to a tenderer who intends sub-contracting more than 25% of the value of the contract to an enterprise that does not qualify for at least the points that such contractor qualifies for, unless the intended sub-contractor is an EME who has the ability and capability to execute the contract.

5.2 A person awarded a contract may not sub-contract more than 25% of the value of the contract to an enterprise that does not have an equal or higher B-BBEE status level, unless the intended sub-contractor is an EME who has the ability and capability to execute the contract.

6.0 BID DECLARATION

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

B-BBEE Status Level of Contribution	Tenderer's Preference Points Claim (maximum of 10 points)

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

Tenderers are to include, at the back of their tender submission, their B-BBEE Status Level of Contribution Certificate.

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

NAME (Block Capitals):

Date

SIGNATURE:

T2.2.6 MBD 6.1: PREFERENCE POINTS CLAIM

(SCMP 52.7: Basket of Preference Goals)

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

1.0 GENERAL CONDITIONS

- 1.1 The relevant **Preference Points System 90/10** applicable to this bid is stated in the **Tender Data: C.3.11**.
- 1.2 Failure on the part of the Tenderer to submit the required proof or documentation, in terms of the requirements in the Tender Data for claiming specific goal preference points, will be interpreted that **Preference Points for Specific Goals** are not claimed.
- 1.3 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2.0 ADJUDICATION USING A POINT SYSTEM

- 2.1 The bidder obtaining the highest number of total points will be recommended for the award of the contract.
- 2.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts.
- 2.3 Points scored will be rounded off to the nearest 2 decimal places.
- 2.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 2.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 2.6 Should two or more bids be equal in all respects the award shall be decided by the drawing of lots.

3.0 POINTS AWARDED FOR PRICE

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

90/10 Procurement System

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

Where:

P_s	=	Points scored for comparative price of bid under consideration
P_t	=	Comparative price of bid under consideration
P_{\min}	=	Comparative price of lowest acceptable bid

4.0 POINTS ALLOCATED FOR THE BASKET OF PREFERENCE GOALS

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

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

90/10 Preference Points System The Specific Goals to be allocated points in terms of this tender and the	Maximum Number of points ALLOCATED	Tenderer's Number of points CLAIMED
Ownership Goal: Race (black)	6	
Ownership Goal: Gender (female)	2	
RDP Goal: The promotion of South African owned enterprises.	2	
Total CLAIMED Points (maximum 10)	10	

5.0 REMEDIES FOR THE SUBMISSION OF FALSE INFORMATION

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

Tenderers are to include, at the back of their tender submission, the required proof/ documentation in support of their Preference Goal claims.

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

NAME (Block Capitals):

Date

SIGNATURE:

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

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

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

1.0 GENERAL CONDITIONS

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

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

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

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

The SABS approved technical specification number SATS 1286:2011 is accessible on <http://www.thedti.gov.za/industrialdevelopment/ip.jsp> at no cost.

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

2.0 THE STIPULATED MINIMUM THRESHOLD(S)

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

Description of services, works or goods

Stipulated Minimum Threshold

N/A

N/A

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

YES

☐

NO

☐

(Tick applicable box)

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

The relevant rates of exchange information is accessible on www.resbank.co.za

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

Currency	Rates of Exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

4. CHALLENGES IN MEETING THE STIPULATED MINIMUM THRESHOLD

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

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

IN RESPECT OF BID NO. 32436-1A

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

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

I, the undersigned, (full names),

do hereby declare, in my capacity as

of(name of bidder entity), the following:

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

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

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

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

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

SIGNATURE: _____ **DATE:** _____

WITNESS No. 1 _____ **DATE:** _____

WITNESS No. 2 _____ **DATE:** _____

[illegible]

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) and can be accessed by clicking on its link at the bottom of the home page.

- 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) by clicking on its link at the bottom of the home page.

- 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?

- 4.3.1 If YES, provide particulars.

.....

.....

Circle Applicable	
YES	NO

YES	NO
-----	----

YES	NO
-----	----

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

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

- ¹ Includes price quotations, advertised competitive bids, limited bids and proposals.
- ² 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.
- ³ 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**¹ 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**).² 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:
- take all reasonable steps to prevent such abuse;
 - 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
 - cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 4.0 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid rigging.
- 5.0 In order to give effect to the above, the below **Certificate of Independent Bid Determination** must be completed and submitted with the bid.

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid for: Contract **32436-1A**
Managing Contractor for the implementation of Ward-Based Community Infrastructure Projects (CIP), for Central Region within eThekweni over 36 Month Period

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

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

I certify, on behalf of:

that:

(continued on next page)

1. I have read and I understand the contents of this Certificate.
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect.
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation.
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience.
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder.
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement, or arrangement with any competitor. However, communication between partners in a joint venture or consortium³ 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 DECLARATION OF MUNICIPAL FEES

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

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

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

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

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

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

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

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

- Where the Tenderer's place of business or business interests are outside the jurisdiction of eThekweni municipality, a copy of the accounts/ agreements from the relevant municipality are to be provided.
- Where the Tenderer's Municipal Accounts are part of their lease agreement, then a copy of the agreement, or an official letter to that effect, is to be provided.
- Where a Tenderer's place of business or business interests are carried out from premises as part of any other agreement, then a copy of the agreement, or an official letter to that effect, is to be provided.

Tenderers are to include, at the back of their tender submission, copies of the above-mentioned account's, agreements signed with the municipality, lease agreements, or official letters.

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

NAME (Block Capitals):

Date

SIGNATURE:

T2.2.11 CONTRACTOR'S HEALTH AND SAFETY DECLARATION

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

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

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

Declaration by Tenderer

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

(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:

Circle Applicable	
Yes	No
Yes	No
Yes	No

- 4 Details of resources I propose:

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

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

NAMES OF COMPETENT PERSONS	POSITIONS TO BE FILLED BY COMPETENT PERSONS

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

(i) By whom will training be provided?

(ii) When will training be undertaken?

(iii) Positions to be filled by persons to be trained or hired:

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

Name of proposed subcontractor:

Qualifications or details of competency of the subcontractor:

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

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

NAME (Block Capitals):

Date

SIGNATURE:

T2.2.12 CSD REGISTRATION REPORT

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


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

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

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

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

Note: the printout will contain more than one page.

	CENTRAL SUPPLIER DATABASE FOR GOVERNMENT	Report Date: <input type="text"/>	
		Report Ran By: <input type="text"/>	
CSD REGISTRATION REPORT			
SUPPLIER IDENTIFICATION			
Supplier number	<input type="text"/>	Have Bank Account	<input type="text"/>
Is supplier active?	<input type="text"/>	Total annual turnover	<input type="text"/>
Supplier type	<input type="text"/>	Financial year start date	<input type="text"/>
Supplier sub-type	<input type="text"/>	Registration date	<input type="text"/>
Legal name	<input type="text"/>	Created by	<input type="text"/>
Trading name	<input type="text"/>	Created date	<input type="text"/>
Identification type	<input type="text"/>	Edit by	<input type="text"/>
Government breakdown	<input type="text"/>	Edit date	<input type="text"/>
Business status	<input type="text"/>	Restricted Supplier	<input type="text"/>
Country of origin	<input type="text"/>	Restriction Last Verification Date	<input type="text"/>
South African company/CC registration number	<input type="text"/>		

Tenderers are to include, at the back of their tender submission, a printout of their 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:

T2.2.13 CIDB REGISTRATION AND STATUS

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

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

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

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

CIDB Registrations can be obtained from the CIDB website at:

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

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

The screenshot shows the CIDB (Construction Industry Development Board) logo and tagline 'DEVELOPMENT THROUGH PARTNERSHIP' at the top. Below this is a header for 'construction industry development board'. The main form is titled 'Contractor Details' and contains the following fields:

CRS Number	Enterprise Status
Contractor Name *	Type of Enterprise
Trading Name	Expiry Date
Current Contractor Grading Designation	
Contractor Grades	
Approved Grade	Class of Work Type
	Active From

At the bottom left of the form is a 'Print' button.

Tenderers are to include, at the back of their tender submission, a printout of their CIDB Registration and Status.

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

NAME (Block Capitals):

Date

SIGNATURE:

T2.2.14 JOINT VENTURES AGREEMENTS

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

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

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

INTENT TO FORM A JOINT VENTURE

Should our submission for CONTRACT: **32436-1A** be successful, a Joint Venture will be established by the parties as listed below, as an unincorporated association, with the purposes of securing and executing the Contract, for the benefit of the Members.

Proposed Joint Venture

Joint Venture Title (name):

Represented by (name):

Tel:

Lead Partner/ Member 1

Entity Name:

Ownership Interest in JV %:

CSD Registration:

CIDB #:

Represented by (name):

Signature:

Partner/ Member 2

Entity Name:

Ownership Interest in JV %:

CSD Registration:

CIDB #:

Represented by (name):

Signature:

Partner/ Member 3

Entity Name:

Ownership Interest in JV %:

CSD Registration:

CIDB #:

Represented by (name):

Signature:

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

T2.2.15 RECORD OF ADDENDA TO TENDER DOCUMENTS

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

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

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

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

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

NAME (Block Capitals):

Date

SIGNATURE:

T2.2.16 ELIGIBILITY: EXPERIENCE OF TENDERER

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

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

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

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

Guidance to Tenderers: Experience Submission Form

Client / Employer Details

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

Contract Details

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

Scope of Works

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

Joint Ventures

In the event of a Joint Venture (JV) tendering for this contract, experience gained by the separate entities making up the JV may be used as experience, provided that the experience complies with the requirements, as stipulated in **Table 1**, and that the required documentation/ information is provided.

(T2.2.16 is continued on the next page)

Confirmation of submission of Information/ Documentation

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

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

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

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

NAME (Block Capitals):

Date

SIGNATURE:

Confirmation of submission of Information/ Documentation

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

		If submitted, mark with an "X"
SUBMISSION #4	Experience Submission Form (completed and signed)	
	Proof of Sub-Contract Agreement (if experience was gained as a sub-contractor)	
	Letter of Award OR Form of Offer & Acceptance	
	Most recent Payment Certificate (with Quantities summary), OR most recent INVOICE (with Quantities summary)	
	Final Payment Certificate (with Quantities summary), OR most recent INVOICE (with Quantities summary)	
	Completion Certificate	
SUBMISSION #5	Experience Submission Form (completed and signed)	
	Proof of Sub-Contract Agreement (if experience was gained as a sub-contractor)	
	Letter of Award OR Form of Offer & Acceptance	
	Most recent Payment Certificate (with Quantities summary), OR most recent INVOICE (with Quantities summary)	
	Final Payment Certificate (with Quantities summary), OR most recent INVOICE (with Quantities summary)	
	Completion Certificate	
SUBMISSION #6	Experience Submission Form (completed and signed)	
	Proof of Sub-Contract Agreement (if experience was gained as a sub-contractor)	
	Letter of Award OR Form of Offer & Acceptance	
	Most recent Payment Certificate (with Quantities summary), OR most recent INVOICE (with Quantities summary)	
	Final Payment Certificate (with Quantities summary), OR most recent INVOICE (with Quantities summary)	
	Completion Certificate	

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

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

NAME (Block Capitals):

Date

SIGNATURE:

EXPERIENCE SUBMISSION #1

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

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

Experience as a:	Sub-Contractor:		Main Contractor:	
-------------------------	-----------------	--	------------------	--

Client/ Employer OR Main Contractor's Details Should the Employer's reasonable attempts to make contact, to verify the information provided, fail (for whatever reason) this experience submission WILL be considered invalid.	Entity Name:														
	Contact Name:														
	Contact Tel:					-					-				
	Contact Cell:					-					-				
	Contact email / other:														
Enter the Client/ Employer's details, OR, if the works was done as a sub-contractor, enter the Main Contractor's Details															

Contract Details	Contract (Reference) Number:													
	Contract Title:													
	Has this Contract been completed?	Y	N	Commencement Date:		d	d	m	m	2	0	y	Y	
				Completion Date (if applicable):		d	d	m	m	2	0	y	Y	
Tendered Value (Contract Sum) OR Sub-Contract Value:		R	Final Contract Price OR Final Value of Sub-Contract:		R									

Contract Scope-of-Work (Type of Project and Works Elements):

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

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

Confirmation of documentation submitted is to be recorded on Page 59 and 60.

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

NAME (Block Capitals):

Date

SIGNATURE:

EXPERIENCE SUBMISSION #2

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

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

Experience as a:	Sub-Contractor:		Main Contractor:	
-------------------------	------------------------	--	-------------------------	--

Client/ Employer OR Main Contractor's Details Should the Employer's reasonable attempts to make contact, to verify the information provided, fail (for whatever reason) this experience submission WILL be considered invalid.	Entity Name:														
	Contact Name:														
	Contact Tel:					-					-				
	Contact Cell:					-					-				
	Contact email / other:														
Enter the Client/ Employer's details, OR, if the works was done as a sub-contractor, enter the Main Contractor's Details															

Contract Details	Contract (Reference) Number:														
	Contract Title:														
	Has this Contract been completed?	Y	N	Commencement Date:		d	d	m	m	2	0	y	y		
				Completion Date (if applicable):		d	d	m	m	2	0	y	y		
Tendered Value (Contract Sum) OR Sub-Contract Value:		R	Final Contract Price OR Final Value of Sub-Contract:		R										

Contract Scope-of-Work (Type of Project and Works Elements):

Which Works Type(s) best describe the project?		Pedestrian Bridge	
Stormwater related structure (culverts etc)		Road Bridge and related structures	
Retaining structures		Maintenance and repairs to structures	
OTHER: provide a description of the type of project			

Which Works Element(s) were included in the project?		Reinforced concrete construction.	
Retaining walls (reinforced concrete, masonry, gabion, proprietary block systems etc).		Reinforced concrete repairs (spalling, member replacement, use of specialist products etc).	
Reinforced and prestressed concrete pedestrian and road bridges.		Specialist proprietary product repair systems or approved product applicator for specific specialist proprietary products.	
Reinforced concrete pedestrian bridges.		Structural steel construction and repairs and application of steel protection systems.	
Structural steel pedestrian bridges.			
OTHER: List works elements included in project			

Confirmation of documentation submitted is to be recorded on Page 59 and 60.

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

NAME (Block Capitals):

Date

SIGNATURE:

EXPERIENCE SUBMISSION #3

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

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

Experience as a:	Sub-Contractor:		Main Contractor:	
-------------------------	-----------------	--	------------------	--

Client/ Employer OR Main Contractor's Details Should the Employer's reasonable attempts to make contact, to verify the information provided, fail (for whatever reason) this experience submission WILL be considered invalid.	Entity Name:														
	Contact Name:														
	Contact Tel:					-					-				
	Contact Cell:					-					-				
	Contact email / other:														
Enter the Client/ Employer's details, OR, if the works was done as a sub-contractor, enter the Main Contractor's Details															

Contract Details	Contract (Reference) Number:													
	Contract Title:													
	Has this Contract been completed?	Y	N	Commencement Date:	d	d	m	m	2	0	y	y		
				Completion Date (if applicable):	d	d	m	m	2	0	y	y		
Tendered Value (Contract Sum) OR Sub-Contract Value:	R	Final Contract Price OR Final Value of Sub-Contract:		R										

Contract Scope-of-Work (Type of Project and Works Elements):

Which Works Type(s) best describe the project?		Alternative technology toilet replacing UD's Sewerline repairs and upgrade Provision of portable ablution facilities
Construction of Civil works related to in-situ of containerised ablution facilities		
Boreholes and Water tanks installation		
OTHER: provide a description of the type of project		

Which Works Element(s) were included in the project?		
Containerised and in-situ ablution facilities		
Watermains repairs and upgrade.		
Ablution refurbishment and new ones		
OTHER: List works elements included in project		

Confirmation of documentation submitted is to be recorded on Page 59 and 60.

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

NAME (Block Capitals):

Date

SIGNATURE:

EXPERIENCE SUBMISSION #4

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

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

Experience as a:	Sub-Contractor:		Main Contractor:	
-------------------------	------------------------	--	-------------------------	--

Client/ Employer OR Main Contractor's Details Should the Employer's reasonable attempts to make contact, to verify the information provided, fail (for whatever reason) this experience submission WILL be considered invalid.	Entity Name:														
	Contact Name:														
	Contact Tel:					-					-				
	Contact Cell:					-					-				
	Contact email / other:														
Enter the Client/ Employer's details, OR, if the works was done as a sub-contractor, enter the Main Contractor's Details															

Contract Details	Contract (Reference) Number:													
	Contract Title:													
	Has this Contract been completed?	Y	N	Commencement Date:		d	d	m	m	2	0	y	y	
				Completion Date (if applicable):		d	d	m	m	2	0	y	y	
Tendered Value (Contract Sum) OR Sub-Contract Value:		R	Final Contract Price OR Final Value of Sub-Contract:		R									

Contract Scope-of-Work (Type of Project and Works Elements):

Which Works Type(s) best describe the project?		General Building and Refurbishment	
Outdoor gyms and playground		Rehabilitation of the swimming pool or lifeguard tower or office	
Sport fields and Fencing		Libraries – maintenances and civil works	
OTHER: provide a description of the type of project			

Which Works Element(s) were included in the project?		Supply and installation of fencing	
Renovations & Refurbishment of Halls, ablutions and changing rooms etc		Construction of sport fields an associated equipment	
Installation of outdoor gyms, paving block and signage			
Recreation facilities			
OTHER: List works elements included in project			

Confirmation of documentation submitted is to be recorded on Page 59 and 60.

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

NAME (Block Capitals):

Date

SIGNATURE:

PART C1: AGREEMENT AND CONTRACT DATA

C1.1: FORM OF OFFER AND ACCEPTANCE

C1.1.1: OFFER

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

Contract No: **1A -32436**

Contract Title: **Managing Contractor for the implementation of Ward-Based Community Infrastructure Projects (CIP), for Central Region within eThekweni over 36 Month Period.**

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

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

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

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

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

For the Tenderer:

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

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

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

Capacity (of Signatory) :

Address :

:

Telephone :

Witness:

Signature : **Date** :

Name (in capitals) : :

Notes:

*** Indicates what information is mandatory.**

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

C1.1: FORM OF OFFER AND ACCEPTANCE

C1.1.2: FORM OF ACCEPTANCE

This Form will be completed by the Employer

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

The terms of the contract are contained in:

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

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

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

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

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

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

Name (*of signatory in capitals*) :

Capacity (*of Signatory*) :

Name of Employer (*organisation*) :

Address :

:

Witness:

Signature : **Date** :

Name(*in capitals*) : :

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

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

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

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

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

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

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

C1.2.2 CONTRACT DATA

C1.2.2.1 DATA TO BE PROVIDED BY THE EMPLOYER

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

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

1.1.1.14 The Works are to be completed in portions as set out in the Scope of Work. The time for achieving Practical Completion of the portions is as follows:

All Works: - 52 weeks per financial year.

1.1.1.15 The Employer is the eThekweni Municipality as represented by:
Deputy Head: **OFFICE OF DIRECTOR: PMU**

1.2.1.2 The address of the Employer is:
Physical: **9th Floor Victoria Marine, 71 Margaret Mncadi Avenue, Durban, 4001**
Telephone: **031 322 2030 (t)**
E-Mail: **Nontobeko.Mwelase2@durban.gov.za**

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

1.2.1.2 The address of the Employer' Agent is: **Nontobeko Mwelase**
Physical: **9th Floor Victoria Marine, 71 Margaret Mncadi Avenue, Durban, 4001**
Telephone: **031 322 2030 (t)**
E-Mail: **Nontobeko.Mwelase2@durban.gov.za**

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

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

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

- 4.11.1 To carry out and complete the works, the Contractor shall employ a competent Site Agent and Foreman as part of the key staff. It is a requirement for the Contractor's Site Agent and Foreman to each have a minimum of 3 years relevant experience including experience on projects of a similar nature. The CV's of the Site Agent and the Foreman should be submitted to the Employer's Agent's Representative for acceptance by the Division (reference is made to Cl.5.3.1 of the Contract Data).

Note:

- i) "similar nature" implies projects that were of a value of at least **50%** of this tender's value, and had a comparable Scope of Work in terms of technical requirements and operations.
- ii) "experience" implies experience on projects of a similar nature.
- iii) "accredited degree / diploma" implies a minimum 3-year qualification within the built environment, from a registered University or Institute of Technology.

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

- **Health and Safety Plan** (refer to Clause 4.3)
- **Initial Programme** (refer to Clause 5.6)
- **Security** (refer to Clause 6.2)
- **Insurance** (refer to Clause 8.6)
- **CV(s) of Key Site Staff** (refer to Clause 4.11.1)
- **CPG Implementation Plan** (if applicable)
- If required to be registered, in terms of the Occupational Injuries and Diseases Act (130 of 1993 as amended), the Contractor is to supply proof of being registered and in good standing with the compensation fund by submitting a valid Letter of Good Standing from the Compensation Commissioner. Should the Contractor's Letter of Good Standing be expired, but an application for renewal has been made, the Contractor is to submit the expired Letter of Good Standing AND proof of an application for renewal.

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

- 5.3.3 Add the following paragraph:

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

- 5.8.1 The **non-working days** are **Saturdays and Sundays**.

- (5.1.1) The **special non-working** days are:

- All statutory holidays as declared by National or Regional Government.
- The year-end break:
 - Commencing on the first working day after 15 December.
 - Work resumes on the first working day after 5 January of the next year.

- 5.8.1 Delete the words "sunset and sunrise" and replace with "17:00 and 07:00".

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

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

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

5.13.1 The **penalty for delay** in failing to complete the Works is **R5,000.00** (per Day).

5.14.1 The **requirements for achieving Practical Completion** will be determined by the Employer's Agent (in consultation with the Contractor) and recorded in the minutes of the first Site Meeting / Handover Meeting. (Refer to 1.1.1.24 for a generic definition.) The requirements are to be regularly reviewed with respect to any variations to the Contract.

5.16.3 The **latent defect liability** period is **10 Years**.

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

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

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

6.5.1.2.3 The **percentage allowance** to cover overhead charges for daywork are as follows:

- **80%** of the gross remuneration of workmen and foremen actually engaged in the daywork;
- **20%** on the net cost of materials actually used in the completed work.

No allowance will be made for work done, or for materials and equipment for which daywork rates have been quoted at tender stage.

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

- The proportion not subject to adjustment: **x = 0.10**.
- The base month will be the month prior to the month in which tenders close.
- The Index for, **Plant, Materials, and Fuel** shall be based on **2023 = 100**.
- The Index for **Labour** shall be based on **2024 = 100**.

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

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

Bitumen - escalation will be calculated using the "Rise and Fall" method as determined by the Employer. The base price for bitumen on this contract shall be the ruling price of 50/70 grade bitumen based on the **RUBIS Asphalt South Africa List Selling Price** for Penetration Grade Bitumen, seven (7) days prior to the closing date of tenders.

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

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

6.10.3 **Retention Money:** Delete the word "selected".

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

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

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

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

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

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

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

8.6.1.3 The limit of indemnity for **liability insurance**: **R10,000,000.00**

8.6.1.4 **Ground Support Insurance:**

- Minimum amount for any one occurrence, unlimited as to the number of occurrences, against any claim for damages or loss caused by vibration and / or removal of lateral support: **R2,000,000.00**
- Maximum first excess: **R50,000.00.**

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

Third Party Insurance (Public Liability)

- Minimum amount for any one occurrence, unlimited as to the number of occurrences, for the period of the contract, inclusive of the maintenance period: **R10,000,000.00**
- Consequential loss to be covered by policy: **Yes**
- Liability section of policy to be extended to cover blasting: **Nil**.
- Maximum excess per claim or series of claims arising out of any one occurrence: **R50,000.00**

Principal's own surrounding Property Insurance

- Minimum amount for any one occurrence unlimited as to the number of occurrences against any claim for damage which may occur to the Council's own surrounding property: **R1,000,000.00**
- Maximum first excess: **R50,000.00**

Insurance of Works

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

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

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

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

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

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

C1.2.2.2 DATA TO BE PROVIDED BY CONTRACTOR

1.1.1.9 The legal name of Contractor is:

.....

.....

.....

.....

1.2.1.2 The Physical address of the Contractor is:

.....

.....

.....

.....

The Postal address of the Contractor is:

.....

.....

.....

.....

The contact numbers of the Contractor are:

Telephone:

Fax:

The E-Mail address of the Contractor is:

.....

6.5.1.2.3 The percentage allowance to cover overhead charges for daywork are as follows:

- % of the gross remuneration of workmen and foremen actually engaged %
in the daywork;
- % on the net cost of materials actually used in the completed work. %

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 Central Region**. 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 **50%** of the contract value (excluding PC Sum items and Fixed Cost allowances) to be subcontracted to contractors who are **>51%** owned by Black People. Proof of payment to the subcontractors will be required to verify that the minimum has been achieved.

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

C1.2.3.4 FTE (Full Time Equivalent) EMPLOYMENT INFORMATION

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

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

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

- Category of Employment

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

In addition, the following information is required in respect of each person listed above, on a monthly basis:

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

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

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

C1.2.3.5 PERFORMANCE MONITORING OF SERVICE PROVIDERS

[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.

C1.2.3.7 CIDB B.U.I.L.D. PROGRAMME

a) CIDB Skills Standard

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

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

b) CIDB Indirect Targeting Standard

It will be a condition of contract that the Contractor shall, in the performance of the contract, achieve the **Contract Participation Goal** (CPG) relating to the engagement of targeted enterprises as established in the below referenced standard:

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

C2.1: PRICING ASSUMPTIONS / INSTRUCTIONS

C2.1.1 GENERAL

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

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

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

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

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

C2.1.3 QUANTITIES REFLECTED IN THE SCHEDULE

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

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

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

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

C2.1.5 MONTHLY PAYMENTS

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

C2.1.4 PROVISIONAL SUMS / PRIME COST SUMS

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

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

C2.1.6 PRICING OF THE BILL OF QUANTITIES

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

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

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

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

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

C2.1.7 "RATE ONLY" ITEMS

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

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

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

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

C2.1.8 PRELIMINARY AND GENERAL

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

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

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

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

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

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

C2.2: BILL OF QUANTITIES

The Bill of Quantities follows and comprises of **39** pages. The pages are numbered **BoQ from page 83 to BoQ page 120.**

INDEX TO BILL OF QUANTITIES		
SECTION NO	PART NO	SECTION DESCRIPTION
1	AA	PRELIMINARIES
2	AB	GENERAL SPECIFICATIONS
3	AH	OCCUPATIONAL HEALTH AND SAFETY
4	B	SITE CLEARANCE
5	C	CONCRETE
6	DA	EARTHWORKS : BULK
7	DB	EARTHWORKS : PIPE TRENCHES
8	ED	ROAD ASPHALT
9	EF	KERBS AND HAUNCHES
10	EG	SIDEWALKS, FOOTPATHS AND MEDIAN AREAS
11	EH	STEEL GUARD RAILS & CONCRETE MEDIAN BARRIERS
12	F	PROTECTION WORKS
13	PH	MANHOLES AND APPURTENANT DRAINAGE WORKS
14	TA	ROAD SIGNS
15	TB	ROAD MARKINGS
16	UA	OUTDOOR GYM BASES & PLATFORMS
17	VA	URINARY DIVISIONS
18	VB	WATER TANKS
19	VC	EMERGENCY PIPELINE REPAIRS

SECTION 1 PRELIMINARIES

PART AA PRELIMINARIES

Section No	Part Code	Item No	Clause	Unit	Long Description	Estimated Qty	Rate	Total
1	AA	1	GCC 2015	sum	General Conditions Of Contract (Gcc 2015) Read In Conjunction With The Contract Data (Fixed Charge Obligations)	1		
1	AA	2	GCC 2015	months	Time-Related Obligations	36		
1	AA	3	SANS 1921-1	sum	Sans 1921-1: General Engineering And Construction Works Read In Conjunction With Associated Specification Data In Scope Of Works (Fixed Charge Items)	1		
1	AA	4	SANS 1921-1	months	Time-Related Items	36		
1	AA	5	PS.11.1	Months	Community Liaison Officer (Allow For A CLO To Be Appointed For Each Ward/Task Order)	36 months		
Total carried forward to summary:								

SECTION 2 GENERAL SPECIFICATIONS

PART AB GENERAL SPECIFICATIONS

Section No	Part Code	Item No	Clause	Unit	Long Description	Estimated Qty	Rate	Total
2	AB	1	AB.PS.AB.1.2	sum	Contractor's Camp Site/Store Yard	1		
2	AB	2	AB.5 PS.AB.6	no.	Notice Board	72		
2	AB	3	AB.7	no.	Initial supply of all signs, barricades and delineators	72		
2	AB	4	AB.6 GCC.23	PC Sum	Cost of Samples and Testing as required by the Engineer	750 000	1	750 000
2	AB	5	AB.7	months	Maintenance of Pedestrian and Traffic Facilities	36		
2	AB	6	AB.7	months	Maintenance of all signs, barricades and delineators	36		
2	AB	7	AB.7 PS.AB.4	months	Road Deviations and Traffic Control	36		
2	AB	8	PS.13	PC Sum	Surveys for, and preparation of "as Built" drawings	750 000	1	750 000
<i>Total carried forward to summary</i>								

SECTION 3 OCCUPATIONAL HEALTH AND SAFETY

PART AH OCCUPATIONAL HEALTH AND SAFETY

Section No	Part Code	Item No	Clause	Unit	Long Description	Estimated Qty	Rate	Total
3	AH	1	AH.14.1	sum	Contractor's initial obligations in respect of the Occupational Health and Safety Act and Construction Regulations	1		
3	AH	2	AH.14.2	months	Contractor's time-related obligations in respect of the Occupational Health and Safety Act and Construction Regulations	36		
3	AH	3	AH.14.3	sum	Submission of the Health and Safety File	1		
<i>Total carried forward to summary</i>								

SECTION 4 SITE CLEARANCE

PART B SITE CLEARANCE

Section No	Part Code	Item No	Clause	Unit	Long Description	Estimated Qty	Rate	Total
4	B	1	B.8.2	m2	General clearance and grubbing to cart away off-site to official dumpsite	75000		
4	B	4	B.8.5	m	Removal of 1.8m high fence and store on site for re-use	2250		
4	B	5	B.8.9	m3	Removal of Brickwork	300		
4	B	6	B.8.10	m3	Removal of un-reinforced concrete	300		
4	B	7	B.8.11	m3	Removal of reinforced concrete	300		
4	B	8	B.8.14	m3	Removal of Roadways	2250		
4	B	9	B.8.15	m3	Removal of sidewalk and other paved areas	2250		
4	B	10	B.8.16	m3	Removal of asphalt extruded haunch to tip	4500		
4	B	11	B.8.16	m3	Removal of concrete kerb to tip	4500		
4	B	12	B.8.4	no.	Removal and Grubbing of Large Trees and Stumps	225		
<i>Total carried forward to summary</i>								

SECTION 5 CONCRETE

PART C CONCRETE

Section No	Part Code	Item No	Clause	Unit	Long Description	Estimated Qty	Rate	Total
5	C	1	C.8.1	m3	Concrete (20MPa)	150		
5	C	2	C.8.1	m3	Concrete (25MPa)	75		
<i>Total carried forward to summary</i>								

SECTION 6 EARTHWORKS : BULK

PART DA EARTHWORKS : BULK

Section No	Part Code	Item No	Clause	Unit	Long Description	Estimated Qty	Rate	Total
6	DA	1	DA.8.2	m3	Excavate topsoil to stockpile	7500		
6	DA	2	DA.8.3	m3	Excavate soft material and place directly into fill	30000		
6	DA	3	DA.8.3	m3	Excavate soft material to spoil	30000		
6	DA	4	DA.8.3	m3	Extra over above for excavation in intermediate material (Provisional)	7500		
6	DA	5	DA.8.4	m3	Import suitable G9 fill material	6000		
6	DA	6	DA.8.4	m3	Import suitable G7 fill material	6000		
6	DA	7	DA.8.4	m3	Import suitable G5 fill material	6000		
6	DA	8	DA.8.4	m3	Import G2 graded crushed stone (Rate to include weedkiller)	4500		
6	DA	9	DA.8.5 PS.DA.6	m3	Compact soft material from site to 95% Mod. A.A.S.H.T.O	30000		
6	DA	10	DA.8.5 PS.DA.6	m3	Compact imported fill material to 93% Mod. A.A.S.H.T.O	12000		
6	DA	11	DA.8.5 PS.DA.6	m3	Compact imported fill material to 95% Mod. A.A.S.H.T.O	6000		
6	DA	11	DA.8.5 PS.DA.6	m3	Compact imported fill material to 98% Mod. A.A.S.H.T.O	4500		
6	DA	12	DA.8.9	m2	Formation	45000		
6	DA	13	DA.8.3 PS.DA.5	m3	Excavate unsuitable material below embankments or formation (Provisional)	1500		
<i>Total carried forward to summary</i>								

SECTION 7 EARTHWORKS : PIPE TRENCHES

PART DB EARTHWORKS : PIPE TRENCHES

Section No	Part Code	Item No	Clause	Unit	Long Description	Estimated Qty	Rate	Total
7	DB	1	DB.8.5	m	Excavate and backfill in all material for 50mm diameter pipe where depth is:- - Over 0,0 m and not exceeding 1,5 m	1500		
7	DB	2	DB.8.5	m	Excavate and backfill in all material for 50mm diameter pipe where depth is:- - Over 1,5 m and not exceeding 2,0 m	750		
7	DB	3	DB.8.5	m	Excavate and backfill in all material for 50mm diameter pipe where depth is:- - Over 2,0 m and not exceeding 2,5 m	375		
7	DB	4	DB.8.5	m	Excavate and backfill in all material for 75 mm diameter pipe where depth is :- - Over 0,0 m and not exceeding 1,5 m	1500		
7	DB	5	DB.8.5	m	Excavate and backfill in all material for 75 mm diameter pipe where depth is :- - Over 1,5 m and not exceeding 2,0 m	750		
7	DB	6	DB.8.5	m	Excavate and backfill in all material for 75 mm diameter pipe where depth is :- - Over 2,0 m and not exceeding 2,5 m	375		
7	DB	7	DB.8.5	m	Excavate and backfill in all material for 110 mm diameter pipe where depth is :- - Over 0,0 m and not exceeding 1,5 m	1500		
7	DB	8	DB.8.5	m	Excavate and backfill in all material for 110 mm diameter pipe where depth is :- - Over 1,5 m and not exceeding 2,0 m	750		
7	DB	9	DB.8.5	m	Excavate and backfill in all material for 110 mm diameter pipe where depth is :- - Over 2,0 m and not exceeding 2,5 m	375		
7	DB	10	DB.8.5	m	Excavate and backfill in all material for 160 mm diameter pipe where depth is :- - Over 0,0 m and not exceeding 1,5 m	1500		
Total carried to next page								

SECTION 7 EARTHWORKS : PIPE TRENCHES

PART DB EARTHWORKS : PIPE TRENCHES

Section No	Part Code	Item No	Clause	Unit	Long Description	Estimated Qty	Rate	Total
Total carried forward from previous page								
7	DB	11	DB.8.5	m	Excavate and backfill in all material for 160 mm diameter pipe where depth is :- - Over 1.5 m and not exceeding 2.0 m	750		
7	DB	12	DB.8.5	m	Excavate and backfill in all material for 160 mm diameter pipe where depth is :- - Over 2.0 m and not exceeding 2.5 m	375		
7	DB	13	DB.8.5	m	Excavate and backfill in all material for 200 mm diameter pipe where depth is :- - Over 0,0 m and not exceeding 1,5 m	1500		
7	DB	14	DB.8.5	m	Excavate and backfill in all material for 200 mm diameter pipe where depth is :- - Over 1.5 m and not exceeding 2.0 m	750		
7	DB	15	DB.8.5	m	Excavate and backfill in all material for 200 mm diameter pipe where depth is :- - Over 2.0 m and not exceeding 2.5 m	375		
7	DB	26	DB.8.5	m	Excavate and backfill in all material for 450 mm diameter pipe where depth is :- - Over 0,0 m and not exceeding 1,5 m	1500		
7	DB	27	DB.8.5	m	Excavate and backfill in all material for 450 mm diameter pipe where depth is :- - Over 1,5 m and not exceeding 2,0 m	750		
7	DB	28	DB.8.5	m	Excavate and backfill in all material for 450 mm diameter pipe where depth is :- - Over 2,0 m and not exceeding 2,5 m	375		
7	DB	29	DB.8.5	m	Excavate and backfill in all material for 450 mm diameter pipe where depth is :- - Over 2,5 m and not exceeding 3,0 m	375		
7	DB	30	DB.8.5	m	Excavate and backfill in all material for 450 mm diameter pipe where depth is :- - Over 3,0 m and not exceeding 3,5 m	300		
Total carried to next page								

SECTION 7 EARTHWORKS : PIPE TRENCHES

PART DB EARTHWORKS : PIPE TRENCHES

Section No	Part Code	Item No	Clause	Unit	Long Description	Estimated Qty	Rate	Total
Total carried forward from previous page								
7	DB	31	DB.8.5	m	Excavate and backfill in all material for 450 mm diameter pipe where depth is :- - Over 3,5 m and not exceeding 4,0 m	262.5		
7	DB	32	DB.8.5	m	Excavate and backfill in all material for 450 mm diameter pipe where depth is :- - Over 4,0 m and not exceeding 4,5 m	225		
7	DB	33	DB.8.5	m	Excavate and backfill in all material for 600 mm diameter pipe where depth is :- - Over 0,0 m and not exceeding 1,5 m	1500		
7	DB	34	DB.8.5	m	Excavate and backfill in all material for 600 mm diameter pipe where depth is :- - Over 1,5 m and not exceeding 2,0 m	750		
7	DB	35	DB.8.5	m	Excavate and backfill in all material for 600 mm diameter pipe where depth is :- - Over 2,0 m and not exceeding 2,5 m	375		
7	DB	36	DB.8.5	m	Excavate and backfill in all material for 600 mm diameter pipe where depth is :- - Over 2,5 m and not exceeding 3,0 m	375		
7	DB	37	DB.8.5	m	Excavate and backfill in all material for 600 mm diameter pipe where depth is :- - Over 3,0 m and not exceeding 4,0 m	300		
7	DB	38	DB.8.5	m	Excavate and backfill in all material for 900 mm diameter pipe where depth is :- - Over 0,0 m and not exceeding 1,5 m	1500		
7	DB	39	DB.8.5	m	Excavate and backfill in all material for 900 mm diameter pipe where depth is :- - Over 1,5 m and not exceeding 2,0 m	750		
Total carried to next page								

SECTION 7 EARTHWORKS : PIPE TRENCHES

PART DB EARTHWORKS : PIPE TRENCHES

Section No	Part Code	Item No	Clause	Unit	Long Description	Estimated Qty	Rate	Total
Total carried forward from previous page								
7	DB	40	DB.8.5	m	Excavate and backfill in all material for 900 mm diameter pipe where depth is :- Over 2,0 m and not exceeding 2,5 m	375		
7	DB	41	DB.8.5	m	Excavate and backfill in all material for 900 mm diameter pipe where depth is :- Over 2,5 m and not exceeding 3,0 m	375		
7	DB	42	DB.8.5	m	Excavate and backfill in all material for 900 mm diameter pipe where depth is :- Over 3,0 m and not exceeding 3,5 m	300		
7	DB	43	DB.8.5	m	Excavate and backfill in all material for 900 mm diameter pipe where depth is :- Over 3,5 m and not exceeding 4,0 m	300		
7	DB	44	DB.8.5	m	Excavate and backfill in all material for 900 mm diameter pipe where depth is :- Over 4,0 m and not exceeding 4,5 m	225		
7	DB	45	DB.8.6	m3	Extra over item DB.8.5 for hard material to spoil	375		
7	DB	46	DB.8.6	m3	Extra over item DB.8.5 for boulders greater than 0.15m3 to spoil	225		
7	DB	47	DB.8.7	m3	Excavation in road and paved areas	225		
7	DB	48	PS.DB.8.9	m3	Provision of bedding materials excluding concrete	750		
7	DB	49	DB.8.10	m	Operation for placing and compacting bedding materials, excluding concrete, for 50 mm diameter pipe	750		
7	DB	50	DB.8.10	m	Operation for placing and compacting bedding materials, excluding concrete, 75 mm diameter	750		
Total carried to next page								

SECTION 7 EARTHWORKS : PIPE TRENCHES

PART DB EARTHWORKS : PIPE TRENCHES

Section No	Part Code	Item No	Clause	Unit	Long Description	Estimated Qty	Rate	Total
Total carried forward from previous page								
7	DB	51	DB.8.10	m	Operation for placing and compacting bedding materials, excluding concrete, for 110 mm diameter Heavy Duty pipe.	750		
7	DB	52	DB.8.10	m	Operation for placing and compacting bedding materials, excluding concrete, for 160 mm diameter Heavy Duty pipe.	750		
7	DB	53	DB.8.10	m	Operation for placing and compacting bedding materials, excluding concrete, for 200 mm diameter Heavy Duty	750		
7	DB	54	DB.8.10	m	Operation for placing and compacting bedding materials, excluding concrete, for 450 mm diameter concrete pipe.	750		
7	DB	55	DB.8.10	m	Operation for placing and compacting bedding materials, excluding concrete, for 600 mm diameter concrete pipe.	750		
7	DB	56	DB.8.10	m	Operation for placing and compacting bedding materials, excluding concrete, for 900 mm diameter concrete pipe.	750		
7	DB	57	DB.8.13	m3	Provision of selected backfill material for pipe trenches from commercial or off-site source	1500		
7	DB	58	DB.8.19	m3	Prove existing services by hand excavation (provisional), where depth is: - - Over 0,0 m and not exceeding 1,5 m	150		
7	DB	59	DB.8.20	m2	Trench shoring to remain in excavation	7500		
7	DB	60	PS.DB.21	m3	Restricted excavation in all material to stockpile	750		
7	DB	61	PS.DB.8.5	m3	Excavate and backfill in all material for house connections irrespective of depth	375		
Total carried forward to summary								

SECTION 8 ROAD ASPHALT

PART ED ROAD ASPHALT

Section No	Part Code	Item No	Clause	Unit	Long Description	Estimated Qty	Rate	Total
8	ED	1	ED.8.4	m2	Tack coat ,0.3m/l2. Shall be sprayed onto road surface.	13500		
8	ED	2	PS.20 PS.ED.2	m	Saw Cut existing asphalt surface to a depth of 50mm.	6000		
8	ED	3	PS.19 PS.ED.1	t	Construct speed hump with eThekweni Mix'A'asphalt specification with bitumen of +/- 5.7% compacted to 98% MOD AASHTO, as per drawing no 43924A/	3000		
Total carried forward to summary								

SECTION 9 KERBS AND HAUNCHES

PART EF KERBS AND HAUNCHES

Section No	Part Code	Item No	Clause	Unit	Long Description	Estimated Qty	Rate	Total
9	EF	1	EF.8.1 PS.EF.1	m	Supply and Lay Figure 12 kerb as edge restraint on 20mm mortar excluding concrete base	22500		
9	EF	2	EF.8.1 PS.EF.1	m	Supply and Lay Figure 6 mountable kerb on 20mm mortar excluding concrete base	15000		
9	EF	3	EF.8.1 PS.EF.1	m	Supply and Lay Figure 6 barrier kerb on 20mm mortar excluding concrete base	9000		
9	EF	4	EF.8.1	m	Extra over item 1,2,3 for curve of radius less than 25m	3000		
9	EF	5	PS.EF.2	m	Saw cut existing road edge	7500		
9	EF	6	PS.EF.3	m3	Concrete kerb foundation/ fillet/ channel/ Haunch	1500		
9	EF	7	PS.EF.4	m3	Excavation for kerb and channel/ Fillet in existing asphalt layers	3000		
Total carried forward to summary								

SECTION 10 SIDEWALKS, FOOTPATHS AND MEDIAN AREAS

PART EG SIDEWALKS, FOOTPATHS AND MEDIAN AREAS

Section No	Part Code	Item No	Clause	Unit	Long Description	Estimated Qty	Rate	Total
10	EG	1	EG.8.1 PS.EG.1	m2	Asphalt Sidewalk / Footpath with 100mm G2 graded crushed stone overlaid by 25mm Mix A asphalt (Rate to include weedkiller)	22500		
10	EG	2	EG.8.2 PS.EG.3	no.	Supply and lay Precast concrete steps 1m wide inclusive of all excavations and preparations. Rate to include 75mm grade 20/13 concrete base as per Std Dwg. No. 38581	1500		
10	EG	3	EG.8.5 PS.EG.1	m2	Asphalt residential vehicular access hardening - 30mm Mix A asphalt	7500		
10	EG	4	EG.8.5	m2	Asphalt lane: 30mm Mix A asphalt - Asphalt Private Plant	22500		
10	EG	5	C.8.1	m3	Grade 20/13 concrete to footpath area 100mm thick	2250		
10	EG	6	EG.8.3	m	Soft board expansion joint including post construction sealant	3000		
10	EG	7	PS.EF.2	m	Saw cut joint 50mm to concrete surface	7500		
10	EG	8	EG.8.3	m2	Supply and place ref 193 mesh reinforcing as directed by Engineer	7500		
Total carried forward to summary								

SECTION 11 STEEL GUARD RAILS & CONCRETE MEDIAN BARRIERS

PART EH STEEL GUARD RAILS & CONCRETE MEDIAN BARRIERS

Section No	Part Code	Item No	Clause	Unit	Long Description	Estimated Qty	Rate	Total
11	EH	1	EH 8.1(a)	m	Straight steel guardrails as per eThekwini Specifications	2250		
11	EH	2	EH.8.1(b)	no.	End wings eThekwini Specifications	225		
11	EH	3	EH.8.1 (c)	no.	Precast concrete posts eThekwini Specifications	825		
<i>Total carried forward to summary</i>								

SECTION 12 PROTECTION WORKS

PART F PROTECTION WORKS

Section No	Part Code	Item No	Clause	Unit	Long Description	Estimated Qty	Rate	Total
12	F	1	F8.3	m2	Grass planting	3000		
12	F	2	F8.4	m2	Pitching	300		
12	F	3	DD.8.1	m3	Excavation for footing to retaining walls	3000		
12	F	4	PS.F.2	no	Supply and erect concrete bollard as per standard drawing No. 38580. Rate to include for backfill, and compaction in all material	3000		
12	F	5	PS.F.4	m2	Drainage grade geofabrics	7500		
12	F	6	F8.6	m3	Supply and install gabions retaining wall including gabion baskets with a min. diameter of 2.7mm with a heavy duty class A hot-dipped galvanised zinc coating. Rock sizes of min 100mm to max 250mm is to be used. (Excavation and drainage grade geofabric measured elsewhere)	3000		
12	F	7	F8.6	m3	Reno mattresses(With Plastic Coated Cages), 300mm thick	750		
12	F	8	F8.8	m	Supply and Install Heavy Duty Reinforced Concrete palisade fence. 10 pales per section. Concrete Strength - 30Mpa @28days. Opening between pales to be 79mm. Fence Height to be 2.4m high above sidewalk level. Fence to include crank on top and a 700mm high razor coil for anti-climb. Posts to be spaced at 2m centres. Rate to include for excavation of all materials, 20mpa concrete, backfill and disposal of surplus material.	300		
12	F	9	F8.8	m	Supply and install complete 2.4m High prefabricated Clear Vu or similar approved, must be green, polycoated with 76.2mm x 50mm apertures. Rate to include for excavation of all materials, 20mpa concrete, backfill and disposal of surplus material.	300		
Total carried to next page								

SECTION 12 PROTECTION WORKS

PART F PROTECTION WORKS

Section No	Part Code	Item No	Clause	Unit	Long Description	Estimated Qty	Rate	Total
Total carried forward from previous page								
12	F	10	F8.8	m	Supply and install completed 1.8m high galvanised mesh fencing. Rate to include for excavation of all materials, 20mpa concrete, backfill and disposal of surplus material.	300		
12	F	11	F8.8	m	Supply and install complete 1.8m High prefabricated Clear Vu or similar approved, must be green, polycoated with 76.2mm x 50mm apertures. Rate to include for excavation of all materials, 20mpa concrete, backfill and disposal of surplus material.	300		
12	F	12	F8.8	No	Supply and install of 1.28m wide by 2.4m high pedestrian gate to eThekweni Standard detail	3		
12	F	13	F8.8	No	Supply and install of 4.0m wide by 2.4m high Vehicular gate to eThekweni Standard detail	3		
12	F	14	PS.F.7	m3	Import from commercial sources 150mm clean river sand behind wall as drainage blanket	3000		
12	F	15	PS.F.8	m2	Interlocking earth retaining systems/walls-TB 300 as per detailed drawings	6000		
12	F	16	PS.F.9	m2	Interlocking earth retaining systems/walls-TB 500 as per detailed drawings	4500		
12	F	17	PS.F.10	m	Re-erect 1.8m high fence using materials stored on site	2250		
12	F	18	PS.F.11	no	Supply and lay handrail posts spaced at 2m (rate to include excavation and 20/13 concrete base) as per standard detail 38581	3000		
12	F	19		m	Supply and install double handrail bars 50mm diameter including joints as per standard detail 38581	3000		
12	F	20	C.8.1	m3	Retaining wall concrete foundations 25mpa	750		
Total carried forward to summary								

SECTION 13 MANHOLES AND APPURTENANT DRAINAGE WORKS

PART PH MANHOLES AND APPURTENANT DRAINAGE WORKS

Section No	Part Code	Item No	Clause	Unit	Long Description	Estimated Qty	Rate	Total
13	PH	1	PH.8.7	no.	Raise/lower cast iron valve cover in paved area by :- - 0 to 250 mm	300		
13	PH	2	PH.8.7	no.	Raise/lower cast iron valve cover paved area by :- - 250 to 500 mm	300		
13	PH	3	PH.8.7	no.	Raise/lower existing manhole with concrete cover and frame in paved area by:- - 0 to 250mm	300		
<i>Total carried forward to summary</i>								

SECTION 14 ROAD SIGNS

PART TA ROAD SIGNS

Section No	Part Code	Item No	Clause	Unit	Long Description	Estimated Qty	Rate	Total
14	TA	1	PS.TA.1 PS.21	no.	Supply and erect W332 high visibility road sign on class 4 and 5 roads as per drawing no 43924A/1. Rate to include for W332 road sign as per specification, clamps, bolts, nuts, and assembly.	1500		
14	TA	2	TA.8.2 PS.21	no.	Supply and erect 76mm x 2mm square hot dipped galvanised post with grade 20/19 concrete base (350mm x 350mm x 650mm deep), excavation, backfill, compaction and removal of any excess material to tip as per drawing No. 4262A. Rate to include for haulage.	1500		
14	TA	3	PS.22.3 TA.1	no.	Supply and install road sign W401 and W402 on bollard. The four corners of the sign is to be bolted onto the bollard. The bolted shaft is to be epoxied	1800		
14	TA	4	TA.8.3	m3	Excavate for bollard (rate to include for spoiling of material at an approved tip site	1800		
Total carried forward to summary								

SECTION 15 ROAD MARKINGS

PART TB ROAD MARKINGS

Section No	Part Code	Item No	Clause	Unit	Long Description	Estimated Qty	Rate	Total
15	TB	1	TB.8.1.1 PS.23 AA.TB.1	m	Painted road lines 100-150mm wide (white), with retro reflective paint in road centre line, including setting out and premarking. Rate to include for two coats of paints as per manufacturers specification. Paint must be SABS approved	3750		
15	TB	2	TB.8.1.1 PS.23 PS.TB	m	Painted road lines 200mm wide (white),with retro reflective paint on speed hump, rate to including setting out and premarking of speed hump(WM10). Rate to include for two coats of painting as per manufacturers specification. Paint must be SABS approved	22500		
15	TB	3	TB.8.3 PS.22	no.	Supply and install double-sided Red/Red 43 Aluminium Lynx studs with anchor shanks. Rate to include for cleaning road surface, drilling the anchor hole and supply of epoxy.	1500		
15	TB	4	TB.8.3 PS.22	no.	Supply and install double-sided Yellow/yellow 43 Aluminium Lynx studs with anchor shanks. Rate to include for cleaning road surface, drilling the anchor hole and supply of epoxy.	1500		
Total carried forward to summary								

SECTION 16 OUTDOOR GYM BASES & PLATFORMS

PART UA OUTDOOR GYM BASES & PLATFORMS

Section No	Part Code	Item No	Clause	Unit	Long Description	Estimated Qty	Rate	Total
16	UA	1	UA1.1	m ²	General clearance, grubbing to cart away off-site to official dumpsite	150		
16	UA	2	UA1.2	m ³	Excavate topsoil to stockpile	5		
16	UA	3	UA1.3	m ³	Excavate soft material to spoil	30		
16	UA	4	UA1.4	m ³	Extra over above for the excavation of intermediate material to spoil	5		
16	UA	5	UA1.5	m ³	Extra over above for excavation of hard material to spoil	20		
16	UA	6	UA1.6	m ³	Extra over above for the excavation of boulders greater than 0,15 m ³ to spoil	15		
16	UA	7	UA1.7	m ²	Soil poisoning	150		
16	UA	8	UA1.8	Item	Keeping excavation free from mud and all water other than from subterranean sources	1		
16	UA	9	UA1.9	m ³	Earthfilling G5 supplied by contractor compacted to 95% Mod AASHTO density	25		
16	UA	10	UA1.10	No	Modified AASHTO density test on fill material	10		
16	UA	11	UA1.11	No	Field density test including optimum moisture content (four readings per test) on layer work	10		
16	UA	12	UA1.12	m ³	Concrete foundation to kerbs (20Mpa, 19mm aggregate)	6		
16	UA	13	UA1.13	m ³	Concrete channel/fillet (20Mpa, 19mm aggregate)	6		
16	UA	14	UA1.14	m	Supply and install figure 10 kerbs	60		
16	UA	15	UA1.15	m ³	Concrete for foundation (20Mpa, 19mm aggregate)	6		
16	UA	16	UA1.16	m ²	Finishing of concrete with wood float finish (20Mpa, 19mm aggregate)	20		
16	UA	17	UA1.17	m ²	Type 193, fabric reinforcement mesh	60		
16	UA	18	UA1.18	m ³	Supply and install Umgeni sand for precast paving bedding	20		
16	UA	19	UA1.19	m ²	Supply and lay 220x106x50mm thick Corbrik Burgundy clay paver	150		
Total carried to next page								

SECTION 16 OUTDOOR GYM BASES & PLATFORMS

PART UA OUTDOOR GYM BASES & PLATFORMS

Section No	Part Code	Item No	Clause	Unit	Long Description	Estimated Qty	Rate	Total
Total carried forward from previous page								
16	UA	20	UA1.20	No	Supply and Installation of 1No. Outdoor Gym Equipment (colours to be red and yellow)	12		
16	UA	21	UA1.21	No	Supply and Installation of Outdoor Gym Safety Signage	2		
16	UA	22	UA1.22	No	Supply and Installation of Outdoor Gyms Instructional Signage	2		
16	UA	23	UA1.23	Item	Supply Full Public Liability Certificate (min. R20mil) for Outdoor Gym Equipment	1		
16	UA	24	UA1.24	Item	Supply Full International Certification (European, American, Chinese) for Outdoor Gym Equipment	1		
16	UA	25	UA1.25	No	Supply and Install Childrens Lot (Sea Saw, swings, mary go round, jungle gym and slide) as per PRC Details.	1		
16	UA	26	UA1.26	No	Soccer gaols steel senior stand in ground official size 7,32 x 2,4m using 101mm round steel tubing)(Per set of 2)	1		
16	UA	27	UA1.27	No	Basketball mounted in ground backboard 1,8 x 1,05m with solid and anti-dunk ring and net overhand of 1,2m	1		
16	UA	28	UA1.28	No	Netball posts in ground adjustable official height 3,05m round tubing galvanized solid ring and net	1		
Total carried forward to summary								

SECTION 17 URINARY DIVISIONS

PART VA URINARY DIVISIONS

Section No	Part Code	Item No	Clause	Unit	Long Description	Estimated Qty	Rate	Total
17	VA	1	VA1.1	Hr	TLB to cut/level platform	1		
17	VA	2	VA1.2	m ³	Excavation for Uds	8		
17	VA	3	VA1.3	m ³	Concrete in footing for Uds	0.7		
17	VA	4	VA1.4	m ²	Block wall lining/Precast concrete Panel	11		
17	VA	5	VA1.5	m ³	Sloping slab/filling(For cleaning purposes)	0.3		
17	VA	6	VA1.6	Item	Precast slab	1		
17	VA	7	VA1.7	Item	Precast plank for cleaning	1		
17	VA	8	VA1.8	m ³	Ramp	1		
17	VA	9	VA1.9	m ²	Block wall/Precast Concrete Panels	12		
17	VA	10	VA1.10	No	Fibre glass door/Polymer Door	1		
17	VA	11	VA1.11	No	Fibre glass roof/Precast Concrete Roof	1		
17	VA	12	VA1.12	Item	Plumbing Kit(WC/Urinal/Roll holder/Piping	1		
17	VA	13	VA1.13	No	110mm dia Vent pipe	1		
17	VA	14	VA1.14	m	50mm dia Piping	2		
17	VA	15	VA1.15	m ³	500x500x500mm pit	0.5		
17	VA	16	VA1.16	Item	Payment of Labour	1		
Total carried forward to summary								

SECTION 18 WATER TANKS

PART VB WATER TANKS

Section No	Part Code	Item No	Clause	Unit	Long Description	Estimated Qty	Rate	Total
18	VB	1	VB1.1	m ²	Clearing and Grubbing	10		
18	VB	2	VB1.2	m ³	Excavate soft material and spoil of site	6		
18	VB	3	VB1.3	m ³	Extra over for hard material	1		
18	VB	4	VB1.4	m ³	Rip of recompact insitu material to 93% MOD AASHTO (150mm layers)	2		
18	VB	5	VB1.5	m ³	Import suitable G6 material compacted to 95% MOD AASHTO (150m layers)	3		
18	VB	6	VB1.6	m ²	Class F3 formwork for foundation base	3		
18	VB	7	VB1.7	kg	Steel reinforcement mesh 395	45		
18	VB	8	VB1.8	m ³	Class 25/19 Mpa concrete (Base 2,4mx2,4mx0,25m)	1.5		
18	VB	9	VB1.9	No	Design, supply and install structural steel tank stand as per eThekweni Specifications	1		
18	VB	10	VB1.10	No	Supply and install 5000l water tank as per eThekweni Specifications including soak away	1		
Total carried forward to summary								

SECTION 19 EMERGENCY PIPELINE REPAIRS

PART VC EMERGENCY PIPELINE REPAIRS

Section No	Part Code	Item No	Clause	Unit	Long Description	Estimated Qty	Rate	Total
					WATER PIPELINES			
19	SABS 1200L	1			mPVC Pipelines			
19			8.2.1		<i>Supply, handle, lay, bed and compact to 90% Mod AASHTO, joint, test & disinfect mPVC Class 12 pipe with spigot and socket ends to SABS 966, Pt 2 (1988):</i>			
19		1.1		m	a) 75mm diameter	300		
19		1.2		m	b) 110mm diameter	300		
19		1.3		m	c) 160mm diameter	300		
19		1.4		m	d) 200mm diameter	300		
19		1.5		m	e) 215mm diameter	300		
19	SABS 1200L				Specials and Fittings in mPVC			
19			8.2.2		<i>Extra-over 4.1 to supply, lay, bed, test and disinfect specials complete with couplings:</i>			
19		1.6		No.	a) 90° Bends, 75mm diameter	30		
19		1.7		No.	b) 45° Bends, 75mm diameter	30		
19		1.8		No.	c) 22½° Bends, 75mm diameter	30		
19		1.9		No.	d) 11¼° Bends, 75mm diameter	30		
19		1.1		No.	e) End cap, 75mm diameter	30		
19		1.11		No.	f) Double Lyng sockets, 75mm diameter	30		
19		1.12		No.	g) 90° Bends, 110mm diameter	30		
19		1.13		No.	h) 45° Bends, 110mm diameter	30		
19		1.14		No.	i) 22½° Bends, 110mm diameter	30		
19		1.15		No.	j) End cap, 110mm diameter	30		
19		1.16		No.	k) 90° Bends, 160mm diameter	30		
19		1.17		No.	l) 45° Bends, 160mm diameter	30		
19		1.18		No.	m) 22½° Bends, 160mm diameter	30		
19		1.19		No.	n) End cap, 160mm diameter	30		
Total carried to next page								

SECTION 19 EMERGENCY PIPELINE REPAIRS

PART VC EMERGENCY PIPELINE REPAIRS

Section No	Part Code	Item No	Clause	Unit	Long Description	Estimated Qty	Rate	Total
Total carried forward from previous page								
19	SABS 1200L				HDPE Pipes			
19			8.2.1		<i>Supply, deliver, handle, lay, bed, joint, test and disinfect to SABS ISO 4427: 1996 E:</i>			
19		1.20		m	a) PN 12.5, 15mm diameter	300		
19		1.21		m	b) PN 12.5, 20mm diameter	300		
19		1.22		m	c) PN 12.5, 25mm diameter	300		
19		1.23		m	d) PN 12.5, 32mm diameter	300		
19		1.24		m	e) PN 12.5, 50mm diameter	300		
19		1.25		m	f) PN 12.5, 75mm diameter	300		
19	SABS 1200L				Specials and Fittings in HDPE (Alprene or similar approved to PN 16)			
19			8.2.2		Extra over 4.3 to supply, deliver, lay, bed, joint, test and disinfect (extra over Item 4.3):			
19					<i>Couplings (HDPE) :</i>			
19		1.26		No.	a) 25 x 1"mm diameter Male adaptor	30		
19		1.27		No.	b) 25 x 1"mm diameter Female adaptor	30		
19		1.28		No.	c) 40mm diameter Male Iron Adaptor	30		
19		1.29		No.	d) 50mm diameter Male Iron Adaptor	30		
19		1.30		No.	e) 40mm Plasson Female Adaptor	30		
19		1.31		No.	f) 50mm Plasson Female Adaptor	30		
19		1.32		No.	g) 50mm x 40mm Flanged Thredolet Adaptor	30		
19		1.33		No.	h) 50mm x 50mm Flanged Thredolet Adaptor	30		
19		1.34		No.	i) 50mm x 32mm reducer coupling	30		
19		1.35		No.	j) 50mm x 25mm reducer coupling	30		
19					<i>90° Elbows (HDPE):</i>			
19		1.36		No.	a) 50mm	30		
19		1.37		No.	b) 75mm	30		
19					<i>HDPE Equal Tees:</i>			
19		1.38		No.	a) 50mm	30		
19		1.39		No.	b) 75mm	30		
Total carried to next page								

SECTION 19 EMERGENCY PIPELINE REPAIRS

PART VC EMERGENCY PIPELINE REPAIRS

Section No	Part Code	Item No	Clause	Unit	Long Description	Estimated Qty	Rate	Total
Total carried forward from previous page								
19	SABS 1200L				<i>Specials and Fittings in Steel</i>			
19			8.2.2		Supply, deliver, handle, install, joint, test and disinfect. Include pipes cut to length where required. (Gaskets, nuts, bolts and washers to be included)			
19					Note: Unless otherwise specified, all steel pipes and specials in this section shall be to Rilsan coated. All flanges to SABS 1123 Table 1600/3 unless otherwise specified. Include for "Denso-wrapping" any bolted connections in accordance with PSL.			
19					<u>Flanged Reducers:</u>			
19		1.40		No.	a) 110 x 75mm diameter	30		
19					<u>Flanged Reducing Tees:</u>			
19		1.41		No.	a) 75 x 50mm diameter	30		
19		1.42		No.	b) 110 x 75mm diameter	30		
19		1.43		No.	c) 160 x 75mm diameter	30		
19		1.44		No.	a) 50mm diameter	30		
19		1.45		No.	b) 75 mm diameter	30		
19		1.46		No.	c) 110 mm diameter	30		
19		1.47		No.	d) 160mm diameter	30		
19					<u>BSP saddles with ring and gasket:</u>			
19		1.48		No.	a) 110mm diameter x 2"	30		
19		1.49		No.	b) 75mm diameter x 2"	30		
19					<u>Steel Blank Flanges, drilled to SABS 1123 : 1977. Table 1600/3:</u>			
19		1.50		No	a) 110mm diameter	30		
19		1.51		No	b) 160mm diameter	30		
19	SABS 1200L				<i>Specials and Fittings in SG Iron (Socketed)</i>			
Total carried to next page								

SECTION 19 EMERGENCY PIPELINE REPAIRS

PART VC EMERGENCY PIPELINE REPAIRS

Section No	Part Code	Item No	Clause	Unit	Long Description	Estimated Qty	Rate	Total
Total carried forward from previous page								
19			8.2.2		Supply, deliver, handle, install, joint, test and disinfect. Include pipes cut to length where required. (Gaskets, nuts, bolts and washers to be included)			
19		1.52		No.	a) 80 x 80mm diameter	30		
19					<u>SG Iron Flange Adaptors:</u>			
19		1.53		No.	a) 75mm diameter	30		
19	SABS 1200L				Valve Installations			
19			8.2.3		Valves up to 250mm diameter			
19					Supply and Install CI RSV gate valves to SABS 1123 Table 1600/3 and a cap top for key operation for the following diameters (include 15 Mpa concrete anchor block).			
19					<u>Double flanged Resilient Seal Valves:</u>			
19		1.54		No.	a) 80mm diameter (Class 16)	30		
19		1.55		No.	b) 100mm diameter (Class 16)	30		
19	SABS 1200L				Valve Chambers			
19		1.56	8.2.13	No.	Supply all materials and construct valve chamber complete for valves up to 80mm in dia. as detailed on EWS standard Drawing 23.	30		
19		1.57	8.2.13	No.	Supply all materials and construct isolating valve chamber complete for ball valves up to 50mm in dia. as detailed on EWS Standard Drawing 11.	30		
19	SABS 1200L				Hydrants			
19		1.58	8.2.2	No.	Supply and install standard CI hydrant pillar, including painting	30		
19		1.59	8.2.2	No.	80mm Ø MPVC duckfoot hydrant bend (4x1m FOE)	30		
19		1.60	8.2.2	No.	110mm Ø MPVC duckfoot hydrant bend (4x1m FOE)	30		
19		1.61	8.2.2	No.	110/75mm Ø Flanged Clip with clamp ring	30		
Total carried to next page								

SECTION 19 EMERGENCY PIPELINE REPAIRS

PART VC EMERGENCY PIPELINE REPAIRS

Section No	Part Code	Item No	Clause	Unit	Long Description	Estimated Qty	Rate	Total
Total carried forward from previous page								
19					<i>Connections to Existing Water Mains</i>			
19					Provide all plant and labour necessary to connect to the existing municipal water main. The rate is to include isolating the pipeline, removal of section of existing mains, scouring and sanitising on completion and refilling the line (fittings, thrust blocks etc. measured elsewhere) for:			
19		1.62		No.	a) 75mm diameter	30		
19		1.63		No.	b) 110mm diameter	30		
19		1.64		No.	c) 160mm diameter	30		
19	SABS 1200L				<i>Anchor/Thrust Blocks</i>			
19			8.2.11		Construct anchor/thrust blocks to EWS Std Dwg no. 39 for tees, bends and end caps:			
19					<u><i>For Tees, bends and end caps:</i></u>			
19		1.65		No.	a) 75mm diameter	30		
19		1.66		No.	b) 110mm diameter	30		
19		1.67		No.	c) 160mm diameter	30		
19					<u><i>For Reducers:</i></u>			
19		1.68		No.	b) 75 x 50mm diameter	30		
19					<i>Marker Posts</i>			
19					Supply and Install pre-cast concrete marker posts as detailed on EWS Standard Drg. No. 27.			
19		1.70		No.	a) Valves	30		
19		1.71		No.	b) Route marker	30		
Total carried to next page								

SECTION 19 EMERGENCY PIPELINE REPAIRS

PART VC EMERGENCY PIPELINE REPAIRS

Section No	Part Code	Item No	Clause	Unit	Long Description	Estimated Qty	Rate	Total
Total carried forward from previous page								
19					<u>SEWER PIPES AND MANHOLES</u>			
19					<i>Sewer Pipes</i>			
19	SABS 1200LD 8.2.1		8.2.1		Supply, lay, bed, joint and test heavy duty solid wall using bedding Class C			
19					<u>Class 34 uPVC pipes</u>			
19		2.1		m	a) 110mm dia.	300		
19		2.2		m	b) 160mm dia.	300		
19		2.3		m	c) 200mm dia.	300		
19					<i>Extra over items 5.1, 5.2 and 5.3 for uPVC fittings</i>			
19					<u>(a) Channel Junctions</u>			
19		2.4		No	110 x 110 mm dia. Y junction	30		
19		2.5		No	160 x 110 mm dia. Y junction	30		
19		2.6		No	160 x 160 mm dia Y junction	30		
19		2.7		No	200 x 200 mm dia. Y junction	30		
19		2.8		No	200 x 160 mm dia. Y junction	30		
19					<u>(b) Channel bends</u>			
19		2.9		No.	110mm dia X 22.5 deg	30		
19		2.10		No.	110mm dia X 45 deg	30		
19		2.11		No.	110mm dia X 90 deg	30		
19		2.12		No.	160mm dia X 22.5 deg	30		
19		2.13		No.	160mm dia X 45 deg	30		
19		2.14		No.	160mm dia X 90 deg	30		
19		2.15		No.	200mm dia X 22.5 deg	30		
19		2.16		No.	200mm dia X 45 deg	30		
19		2.17		No.	200mm dia X 90 deg	30		
19					<u>(c) Sockets</u>			
19		2.18		No	110mm dia	30		
19		2.19		No	160mm dia	30		
19		2.20		No	200mm dia	30		
19					<u>(d) Rodding eye covers</u>			
19		2.21		No	110 dia	30		
19		2.22		No	160 dia	30		
19					<u>(e) S+V Saddles</u>			
19		2.23		No	110mm dia x 50mm	30		
Total carried to next page								

SECTION 19 EMERGENCY PIPELINE REPAIRS

PART VC EMERGENCY PIPELINE REPAIRS

Section No	Part Code	Item No	Clause	Unit	Long Description	Estimated Qty	Rate	Total
Total carried forward from previous page								
19		2.24		No	160mm dia x 50mm	30		
19					<u>(f) End caps</u>			
19		2.25		No	110mm dia	30		
19		2.26		No	160mm dia	30		
19		2.27		No	200mm dia	30		
19					Concrete encasement to 110 / 160 / 200mm pipes:			
19		2.28	8.2.7	m3	Encasement (20MPa concrete)	30		
19					<u>Localised Cement Stabilised Fill (where pipe cover is less than 800mm, excluding stream crossings)</u>			
19	SABS 1200DB				Stabilised backfill			
19			8.3.2					
19		2.29		m3	Cement stabilised (5% by volume) selected backfill to pipe trenches as instructed by Engineer	30		
19		2.30		m3	Cement stabilised (5% by volume) imported G9 backfill to pipe trenches	30		
19			8.2.8		Anchor blocks			
19		2.31		No.	25MPa concrete anchor blocks for 160/200mm dia. Pipes	30		
19					Manholes			
19					Note: Depth measured from top of cover to invert at centreline, in categories as follows.			
19	SABS 1200LD				Midblock manholes:			
19			8.2.3		1000 dia. with light duty circular concrete cover as per EWS std drawing 38750. All rings shall be 250mm in depth. Manhole depths:			
19		2.32		No.	a) 0,0 to 1.5m	30		
19		2.33		No.	b) 1.5 to 2.0m	30		
19		2.34		No.	c) 2.0 to 2,5m	30		
19		2.35		No.	d) 2.5 to 3.0m	30		
19		2.36		No.	e) 3.0 to 3.5m	30		
Total carried to next page								

SECTION 19 EMERGENCY PIPELINE REPAIRS

PART VC EMERGENCY PIPELINE REPAIRS

Section No	Part Code	Item No	Clause	Unit	Long Description	Estimated Qty	Rate	Total
Total carried forward from previous page								
19		2.37		No.	f) 3.5 to 4.0m	30		
19			8.2.3		<u>Extra over Item 5.32 to 5.37 for Heavy Duty manhole covers:</u>			
19		2.38		No.	1000mm dia. with heavy duty circular concrete cover.	30		
19	SABS 1200LD				<u>Extra over for ramp manholes complete</u>			
19			8.2.4		Depth measured as invert difference on manhole centreline in the following categories			
19					<u>Straight connection :</u>			
19		2.39		No.	a) 0.40 to 0.70m	30		
19					<u>Extra over for drop manholes complete</u>			
19			8.2.4		Depth measured as invert difference on manhole centreline in the following categories			
19					<u>Straight connection :</u>			
19		2.40		No.	a) 1.00 to 1.50m	30		
19		2.41		No.	b) 1.50 to 2.00m	30		
19		2.42		No.	c) 2.00 to 2.50m	30		
19		2.43		No.	Extra over Item 5.32 to 5.37 for pipe approach gradient in excess of 1:4. The rate is to include additional labour and concrete base depth required to accommodate the pipe.	30		
19		2.44		No.	Extra over Item 5.32 to 5.37 for Type B Benching where the approach grade into a manhole is 1:15 or steeper associated with a change in direction in the manhole of 30 degrees or more. The rate shall include all materials and labour required for the additional height of benching.	30		
Total carried to next page								

SECTION 19 EMERGENCY PIPELINE REPAIRS

PART VC EMERGENCY PIPELINE REPAIRS

Section No	Part Code	Item No	Clause	Unit	Long Description	Estimated Qty	Rate	Total
Total carried forward from previous page								
19		2.45		No.	Extra over Item 5.32 to 5.37 for benching required to accommodate more than 2 pipes entering a manhole. The rate shall include all additional labour and materials required to form the additional benching.	30		
19	SABS 1200LD				<u>Extra over for benching within manholes:</u>			
19			8.2.5					
19		2.46		No.	160 x 110 mm dia. channel junction	30		
19		2.47		No.	160mm dia. x 22.5 deg channel bend	30		
19		2.48		No.	160mm dia. x 45 deg channel bend	30		
19		2.49		No.	160mm dia. x 90 deg channel bend	30		
19		2.50		No.	200 x 160 mm dia. channel junction	30		
19		2.51		No.	200mm dia. x 22.5 deg channel bend	30		
19		2.52		No.	200mm dia. x 45 deg channel bend	30		
19		2.53		No.	200mm dia. x 90 deg channel bend	30		
19					Connections to existing sewers			
19		2.54	8.2.11	No.	Build pipe into existing manhole including benching modifications and making good for tie-in to existing sewer system	30		
19		2.55		No.	Extra over item 5.32 to 5.37 for building manhole over existing pipe and breaking into existing pipe for tie-in to sewer	30		
19					Inspections and cleaning existing sewer pipeline			
19		2.56		m	Inspection of existing sewer lines for damage / blockage and pipe direction in conjunction with the Supervisor	300		
19		2.57		No	Cleaning and unblocking of existing sewer pipe and tie-in manholes as instructed by the Supervisor	30		
Total carried to next page								

SECTION 19 EMERGENCY PIPELINE REPAIRS

PART VC EMERGENCY PIPELINE REPAIRS

Section No	Part Code	Item No	Clause	Unit	Long Description	Estimated Qty	Rate	Total
Total carried forward from previous page								
19	SABS 1200LD							
19			7.2.1		<i>PVC Pipes:</i>			
19		3.1		m	a) 50mm diameter pipes	300		
19		3.2		m	b) 110mm diameter pipes	300		
19		3.3		m	110mm diameter drain pipes, fixed raking or vertically in ramps to cleaning eyes, etc. (No excavation)	300		
19		3.4		m	110mm diameter drain pipes in ground (encased in river sand) including excavations not exceeding 1m deep, filling in and compacting.	300		
19		3.5		m	110mm slotted uPVC pipe for soakaways	300		
19		3.6		m	160mm diameter pipes	300		
19		3.7		m	160mm diameter drain pipes, fixed raking or vertically in ramps to cleaning eyes, etc. (No excavation)	300		
19		3.8		m	160mm diameter drain pipes in ground (encased in river sand) including excavations not exceeding 1m deep, filling in and compacting.	300		
19		3.9	7.2.2		<u>Extra over PVC pipes for fittings:</u>			
19		3.10		No.	a) 50 x 40mm reducer	30		
19		3.11		No.	b) 50mm access bend	30		
19		3.12		No.	c) 50mm 45° bend PVC	30		
19		3.13		No.	d) 50mm TPS PVC	30		
19		3.14		No.	e) 110mm bend	30		
19		3.15		No.	f) 110mm access bend	30		
19		3.16		No.	g) 110mm access bend with 50mm inlet for vent	30		
19		3.17		No.	h) 110mm junction	30		
19		3.18		No.	i) 50mm vent valve	30		
19		3.19		No.	j) 110mm cleaning eye	30		
19		3.20		No.	k) Combination P-trap	30		
19		3.21		No.	l) Gulley trap	30		
19		3.22		No.	m) Gulley P-trap	30		
19		3.23		No.	n) 110 x 50mm reducer	30		
Total carried to next page								

SECTION 19 EMERGENCY PIPELINE REPAIRS

PART VC EMERGENCY PIPELINE REPAIRS

Section No	Part Code	Item No	Clause	Unit	Long Description	Estimated Qty	Rate	Total
Total carried forward from previous page								
19		3.24		No.	o) Sealing of 110mm diameter pipe entries/exits with Sikaflex or similar as instructed by the Supervisor	30		
19		3.25		No.	p) Sealing of 50mm diameter pipe entries/exits with Sikaflex or similar as instructed by the Supervisor	30		
19		3.26		No.	q) 370 x 370 precast concrete gulley top	30		
19		3.27		No.	r) 160 x 110mm 45° junction	30		
19		3.28		No.	s) 40/50mm diameter rubber S-trap	30		
19		3.29		No.	t) 160 x 40/50 mm dia saddle with waste pipe	30		
19		3.30		No.	u) 110mm dia rodding eye cover and bend	30		
19		3.31		No.	v) 110mm dia rodding eye cover and bend	30		
19		3.32		No.	w) 160mm dia 45° junction	30		
19		3.33		No.	x) 110 x 50mm junction	30		
19		3.34		No.	y) 50mm equal T	30		
19		3.35		No.	z) 50mm dia 90° bend with IE	30		
19		3.36		No.	aa) 50mm dia 90° bend	30		
19		3.37		No.	ab) 110mm dia 95° IE horn bend	30		
19		3.38		No.	ac) 110mm dia 77.5° bend	30		
19		3.39		No.	ad) 50mm dia female waste adaptor	30		
19	SABS 1200L				Water Supplies			
19			7.2.1					
19					<u>Polycop pipes:</u>			
19		3.40		m	a) 15mm diameter pipes	300		
19		3.41		m	b) 22mm diameter pipes	300		
19			7.2.2		<u>Extra over Polycop pipes for ancillary fittings:</u>			
19		3.42		m	a) 15mm 90° bend	300		
19		3.43		No	b) 15mm No. 1003/125 RB Fullway gate valve	30		
19		3.44		No	c) 15mm PVC heavy duty wall mounted bibtap	30		
19		3.45		No	d) 15mm equal T	30		
19		3.46		No	e) 15mm wallplate T	30		
Total carried to next page								

SECTION 19 EMERGENCY PIPELINE REPAIRS

PART VC EMERGENCY PIPELINE REPAIRS

Section No	Part Code	Item No	Clause	Unit	Long Description	Estimated Qty	Rate	Total
Total carried forward from previous page								
19		3.47		No	f) 15mm wallplate	30		
19		3.48		No	g) 22mm equal T	30		
19		3.49		No	h) 22mm 90° bend	30		
19		3.50		No	i) 22 to 15mm reducer	30		
19		3.51		No	j) 15mm piping holderbats	30		
19		3.52		No	k) 22mm piping holderbats	30		
19		3.53		No	Sealing of pipe entries/exits with Sikaflex or similar approved, as instructed by Supervisor	30		
19					Testing			
19		3.54		Sum	Allow for testing the whole water supply and plumbing and drainage installation in accordance with SANS 10254/Part 1 (Water Pipes and Fittings). <u>Testing apparatus and labour included.</u>	1		
19								
19					WATER METER			
19					INSTALLATION			
19					Valve Installation			
19	SABS 1200L							
19		4.1	8.2.3	No.	Supply and install 80mm ø RSV as detailed on EWS Standard Drg. No. 52833 rev. A	30		
19		4.2	8.2.3	No.	50mm dia. ball-o-stop	30		
19					Valve Chamber			
19	SABS 1200L							
19		4.3	8.2.13	No.	Supply all materials and construct isolation valve chamber complete as detailed on EWS Standard Drg. No. 52833 rev.A	30		
Total carried to next page								

SECTION 19 EMERGENCY PIPELINE REPAIRS

PART VC EMERGENCY PIPELINE REPAIRS

Section No	Part Code	Item No	Clause	Unit	Long Description	Estimated Qty	Rate	Total
Total carried forward from previous page								
19					Bulk Meters			
19	SABS 1200L							
19			8.2.2		<u>Take delivery of flow meters (ex Metro Stores), handle, lay, bed, joint and disinfect the following (rates to include for all jointing material and electro galvanised bolts, nuts and washers)</u>			
19		4.4		No.	a) 50mm dia. Meinecke Cosmos WPD water meter	30		
19		4.5		No.	b) Supply and install 50mm ø Dirt Box as per EWS Standard dwg no. 52653 rev.1	30		
19					Steel Pipes and Specials			
19	SABS 1200L							
19					Supply, deliver, handle, install, joint, test and disinfect. Include pipes cut to length where required. (Gaskets, nuts, bolts and washers to be included).			
19					Rates to include: Rilsan coating to steel pipes and specials, flanges to SABS 1123 Table 1600/3 unless otherwise specified, "denso-wrapping" of bolted connections in accordance with PSL.			
19		4.6	8.2.2	No.	Supply and install 50mm dia. Spoolpiece complete as per EWS standard dwg	30		
Total carried forward to summary								

SUMMARY OF BILL OF QUANTITIES			
Section No	Part Code	Part Description	TOTAL
1	AA	PRELIMINARIES	
2	AB	GENERAL SPECIFICATIONS	
3	AH	OCCUPATIONAL HEALTH and SAFETY	
4	B	SITE CLEARANCE	
5	C	CONCRETE	
6	DA	EARTHWORKS : BULK	
7	DB	EARTHWORKS : PIPE TRENCHES	
8	ED	ROAD ASPHALT	
9	EF	KERBS AND HAUNCHES	
10	EG	SIDEWALKS, FOOTPATHS and MEDIAN AREAS	
11	EH	STEEL GUARD RAILS & CONCRETE MEDIAN BARRIERS	
12	F	PROTECTION WORKS	
13	PH	MANHOLES and APPURTENANT DRAINAGE WORKS	
14	TA	ROAD SIGNS	
15	TB	ROAD MARKINGS	
16	UA	OUTDOOR GYM BASES & PLATFORMS	
17	VA	URINARY DIVISIONS	
18	VB	JOJO TANKS	
19	VC	EMERGENCY PIPELINE REPAIRS	
SUB TOTAL			
ADD VAT (15%) only if registered VAT Vendor			
TOTAL CARRIED TO FORM OF OFFER AND ACCEPTANCE (C1.1)			

NAME (Block Capitals):

Date

SIGNATURE:

PART C3: SCOPE OF WORK

	<u>PAGE</u>
C3.1 PROJECT DESCRIPTION AND SCOPE OF CONTRACT	121
C3.2 PROJECT SPECIFICATIONS	121
PS.1 Programme, Method of Work, and Accommodation of Traffic	
PS.2 Services	
PS.3 Watermains	
PS.4 Sewers	
PS.5 Stormwater	
PS.6 Electrical Plant	
PS.7 Telkom S.A. Limited / Neotel Plant	
PS.8 CCTV Plant	
PS.9 Management of the Environment	
PS.10 Occupational Health and Safety	
C3.3 STANDARD SPECIFICATIONS	124
C3.3.1 Listing of the Standard Specifications	
C3.3.2 Amendments to the Standard Specifications	
C3.4 PARTICULAR SPECIFICATIONS	129
C3.4.1 Part AH - OHSA 1993 Safety Specification (2014)	
C3.4.2 Standard Environmental Management Plan for Civil Engineering Construction Works	
C3.5 CONTRACT AND STANDARD DRAWINGS	139

PART C3: SCOPE OF WORK

	<u>PAGE</u>
C3.1 PROJECT DESCRIPTION AND SCOPE OF CONTRACT	122
C3.2 PROJECT SPECIFICATIONS	122
PS.1 Programme, Method of Work, and Accommodation of Traffic	
PS.2 Services	
PS.3 Watermains	
PS.4 Sewers	
PS.5 Stormwater	
PS.6 Electrical Plant	
PS.7 Telkom S.A. Limited / Neotel Plant	
PS.8 CCTV Plant	
PS.9 Management of the Environment	
PS.10 Occupational Health and Safety	
C3.3 STANDARD SPECIFICATIONS	124
C3.3.1 Listing of the Standard Specifications	
C3.3.2 Amendments to the Standard Specifications	
C3.4 PARTICULAR SPECIFICATIONS	129
C3.4.1 Part AH - OHS Act 1993 Safety Specification (2014)	
C3.4.2 Standard Environmental Management Plan for Civil Engineering Construction Works	
C3.5 CONTRACT AND STANDARD DRAWINGS	139
C3.5.1 Contract Drawings / Details	
C3.5.2 Standard Drawings	
C3.6 ANNEXURES	143

C3.1: PROJECT DESCRIPTION AND SCOPE OF CONTRACT

C3.1.1 Description of Works

The client has established a Community Infrastructure Projects Programme, through which each Ward within the City is allocated a certain funding per year, to undertake community-based infrastructure projects, (such funding is intended to cover both consultant and construction related costs).

The Employer seeks to deliver these Community Infrastructure Projects, as may be proposed by councillors and deemed suitable for technical implementation, through a suitable implementation mechanism which will allow for substantial works to be undertaken by emerging contractors. The construction of the works are for infrastructure in the Region shown in the attached locality map and legend, of the municipality in various Wards; typical project type include, but is not limited to:

- Road works, sidewalks and footpaths
- Retaining walls
- Speedhumps and Guardrails
- Sports fields and fencing upgrade and renovations
- Outdoor gyms
- Containerised and in-situ ablution facilities
- General building and refurbishment (Refurbishment, repairs and maintenance)
- General building works/construction (New projects)
- Basic domestic plumbing, glazing, roofing and waterproofing
- Domestic electrical works
- Painting

Details of the various eThekweni Line Departments and Specific Works are listed below:

eThekweni Engineering Services - Road Works, Sidewalks, Footpaths & Pedestrian Bridges

- Supply of all material, labour and required equipment
- Site Clearance
- Layer works forming the new asphalt Sidewalks; Lanes & concrete Passages
- Kerb & Channel for sidewalks, passages and lanes
- Placing, Laying & Compacting 100mm thick G2 crusher run, Compacted to 98% Mod AASHTO
- Laying of 25mm Asphalt (Mix A), Compacted to 96% Marshall
- Ancillary Works
- Protection works
- Landscaping
- Retaining walls
- Upgrading of gravel to black top
- Upgrading of surface roads.
- Pedestrian Bridges
- Any other related works

eThekweni Transport Authority – Speedhumps And Guardrails

- Construction of new speed humps
- Installation of new guardrails
- Installation of new road furniture

**eThekweni Parks, Recreation And Culture – Outdoor Gyms, Sports Fields, Beaches,
Community Pools, Libraries, Community Halls And Other Buildings**

Outdoor gyms and Play

- Construction of civil works related to outdoor gym facilities
- Building of platforms and excavation required
- Installation of outdoor gyms
- Installation of paving blocks
- Installation of signage

Sports Fields

- Construction of sports-fields and associated equipment
- Earthworks
- Grassing
- Drainage
- Ancillary equipment
- Associated amenities
- Installation of new combo courts
- Construction of new grandstands
- General building works: Caretaker's cottage, rehabilitation of changerooms (male and female ablutions)

Fencing

- Supply and installation of fencing, (Concrete Palisade, High Visibility Mesh or similar approved, Supply of all material, labour and required equipment)

Swimming Pools

- General building works: Rehabilitation of the swimming pool. Rehabilitation to lifeguard tower/ office, changerooms and ablutions.
- Mechanical and electrical: Rehabilitation of the filtration room (mechanical and electrical works).
- Civil Works: Parking, paving, fencing, sewer, storm water and water pipe laying and connections.

Community Halls

- General Building Works: Main hall, changerooms, ablutions, staff office, caretaker's office, stage, plumbing, electrical and drainage downpipes.
- Civil Works: Parking, paving, fencing, sewer, storm water and water pipe laying and connections.

Beaches

- General Building Work: Changerooms, ablutions, showers, lifeguard towers, PA Systems, plumbing, electrical and structural defects.
- Civil Works: Fencing (Bollards), paving, boundary walls and pier.

Libraries

- General Building Works: Main library, Boardrooms, ablutions, staff offices. Most of our libraries have issues of the roof.
- Civil Works: Parking, paving, fencing, sewer, storm water pipe laying and connections.

Museums

- General Building Works: Main building, Boardrooms, store rooms ablutions, staff offices.
- Civil Works: Parking, paving, fencing, sewer, storm water pipe laying and connections. By-Law Signs.

Nature Reserves

- General Building Works: Main building, Boardrooms, storerooms ablutions, staff offices.
- Civil Works: Parking, paving, fencing, sewer, storm water pipe laying and connections. By-Law Signs.

Community Parks

- General Building Works: Play lot Equipment, Benches and tables.
- Civil Works: Paving, By-Law signs, fencing (Bollards).

Parks Depots

- General Building Works: Main building, Boardrooms, store rooms ablutions, staff offices.
- Civil Works: Parking, paving, fencing, sewer, storm water pipe laying and connections. By-Law Signs.

Cemetries

- General Building Works: Changerooms, storerooms, ablutions, staff offices.
- Civil Works: Access roads, internal roads, parking, paving, fencing, sewer, storm water pipe laying and connections. By-Law Signs.

eThekwinini Human Settlements – Gabions And Retaining Walls

- Site clearance and grubbing
- Earthworks
- Construction New Retaining Wall/Gabions

eThekwinini Water And Sanitation - Ablution Facilities

- Construction of civil works related to in -situ of containerised ablution facilities
- Provision of portable ablution facilities
- Ablution refurbishment and new ones
- Alternative technology toilet replacing UD's

- Boreholes & Water Tank installation
- Sewer line repairs and upgrade
- Water mains repairs and upgrade

Where required, for works outside the CIDB CE category, the required activities may be sub-contracted; so far as possible, such sub-contracting must be to CPG qualifying entities. The various work Task Order will be determined and issued by the Consultant appointed to work in the above wards. It is the intention of the Employer to maximise the CPG contribution achieved on the project. A minimum of 50% CPG over-all must be achieved.

It must be noted that, as the projects proposed for implementation via the Community Infrastructure Projects Programme are dependent on Councillor requests received, there is no guarantee on the nature, quantum or value of individual task orders that may ultimately be awarded via the programme.

This work is to be issued as task orders comprising of Municipal Wards combined on a geographical basis for the North, South, Central, West 1 and West 2 regions, covering various wards. The works are to be undertaken in Urban, Peri- Urban Township and rural areas.

C3.1.2 Description of Site and Access

The sites are located in the various regions; Wards as indicated in the attached ward map and legend.

C3.1.3 Nature of Ground and Subsoil Conditions

There is no specific information regarding the nature of the ground and subsoil conditions Available.

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

Standard for Indirect Targeting for Enterprise Development

It will be a Condition of Contract that the Contractor shall, in the performance of the contract, achieve the **Contract Participation Goal** (CPG) relating to the engagement of targeted enterprises as established in the below referenced standard:

- CIDB Standard for Indirect Targeting for Enterprise Development through Construction Works Contracts, published in Gazette Notice No. 36190 of 25 February 2013.
- a) The objective of the project is to provide for a minimum contract participation goal (CPG) of 5% of the total project value and to develop targeted enterprises by the main or lead partner contractors.
- b) The successful contractor shall:
1. Subcontract a minimum of 5% of the total project value to targeted enterprises;
 2. Develop the targeted enterprise/s in two development areas as specified in the Standard, and agreed by both the main contractor and the targeted enterprise/s;
 3. Perform needs analysis on the targeted enterprise to identify developmental goals;
 4. Provide internal mentorship support to improve the targeted enterprise/s performance;
 5. Develop a project specific enterprise development plan to improve the targeted enterprise/s performance in the identified developmental areas;

6. Monitor and report the progress of the agreed development areas with the targeted enterprise/s; and
 7. Submit a project completion report to the Employer's representative for each targeted enterprise.
- c) The development of the Targeted Enterprise shall be guided by the **CIDB Competence Standard for Contractors** (Gazette No. 41237, 10 November 2017). Table 2. below outlines the minimum recognised qualifications to which development of targeted enterprises must be undertaken by the main contractor.

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

Title	Scope of work
Function and broad outline of contents	Specifies and describes the supplies, services, or engineering and construction works which are to be provided and any other requirements and constraints relating to the manner in which the contract work is to be performed.

- 1 The scope of work should, in line with international best practice, wherever possible, be:
 - a) described in terms of performance rather than the design of descriptive characteristics; and
 - b) based on national or international standards, where such exist.
- 2 SANS 10403 suggests that the following topics be addressed in a scope of works:

TOPIC	COMMENTARY
Client's / employer's objectives	Describe the client's / employer's objectives for the services.
Description of the services	Provide a short description of the services and outline what the consultant is to provide.
Extent of the services	Provide a brief outline of the extent of services and key deliverables, as appropriate.
Use of reasonable skill and care	Identify the work for which the consultant is required to exercise reasonable skill and care.
Co-operation with other services providers	Identify other service providers on the project and establish how interactions are to take place.
Brief	State, as necessary; <ol style="list-style-type: none"> a) terms of reference; b) time frames for deliverables / milestone dates; c) place(s) for the performance of specific tasks; and d) reporting requirements.
Reference data	State the reports, surveys, agreements, etc upon which the service provider is to base his brief, if any.
Applicable national and international standards	List all applicable national, regional and international standards and all values pertaining to specific attributes relating thereto.
Particular/Generic specifications	Attach or make reference to particular (purpose written) or generic (standard in-house) specifications (purpose written for the project or specifications of the procuring Division or professional associations) which are applicable to the services.
Approvals	Identify all those parties from whom the consultant has to obtain approvals and outline the procedures that are to be followed.
Procurement	State requirements appropriate to the methodology and procedures that are to be followed. (See Annex A of SANS 10396) Make reference to Preference Schedules, if any. State the number, title and edition of SANS 1914 series of resource specifications applicable to the contract and all data and definitions required e.g. definitions of target groups, weighting factors, etc. (Refer to SANS 10396 for specific guidance) State the variations, if any, to the SANS 1914 resource specification.
Access to land / buildings / sites	Describe arrangements for access to land / buildings / sites and any restrictions relating thereto.

TOPIC	COMMENTARY
Planning and programming	State requirements for format of programme, level of detail, critical path activities and their dependencies, frequency of updating, key dates, etc. Provide particulars of phased completion, programme constraints, milestone dates for completion etc., as necessary. List the activities to be carried out by the employer/client or by others which are to be included in the consultant's programme.
Software application for programming	State any requirements.
Quality management	Briefly describe <ul style="list-style-type: none"> - what quality management systems the consultant will be required to operate - the intention of the employer / client in terms of the monitoring of quality management, who will carry out such monitoring (employer / client or agent) and if the monitoring forms part of a quality management system or will require only an occasional verification.
Format of communications	State formats of different types of communications, and attach pro form as of such documents to the end of the Scope of Works. Also state requirements for the format of documents which are to be retained, eg microfilm, computer tapes / CDs or original form.
Key personnel	State requirements for a schedule of key personnel / schedule of contact particulars of key personnel, if required, and state when the schedule is to be submitted. Attach pro form as of such documents to the end of the Scope of Works.
Management meetings	Provide particulars of times, days, location, attendance requirements, etc., as required, and state requirements for representatives having the necessary delegated authority.
Forms for contract administration	State requirements, if any, for use of standard forms for contract administration purposes and attach pro form as of such documents at the end of the Scope of Works. Also state if forms are available in electronic format.
Electronic payments	State details required / procedures to obtain electronic payments, as relevant.
Daily records	State requirements for daily records of time spent.
Professional indemnity insurances	State number of copies and the place where policies are to be presented.
Payment certificates	State requirements for substantiation of claims in payment certificates to expedite verification and certification by employer's / client's representative.
Use of documents by the employer	State the purpose for which the employer / client will be using any documents provided by the consultant e.g., construction, maintenance, extension, rebuilding, etc.
Property provided for the Consultant's use	List all property to be provided by the employer / client and others for the consultants use.
Proof of compliance with the law	State specific documents / methods by which compliance with any legislation is to be verified, as necessary.
ANNEXES	
List by title	Provide data sheets, completed returnable schedules, pro forma documents, particular specifications, drawings, sketches etc. which are referred to in this document.

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.

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

PS.3.3 Restriction on Compaction Equipment

The Contractor is to note that existing watermain 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 watermain.

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

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

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

PS.6.1 General

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

PS.6.2 Street Lighting

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

PS.6.3 MV / LV Cables

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

PS.6.4 Relocation of Existing Services

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

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

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

PS.8 CCTV PLANT

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

PS.9 MANAGEMENT OF THE ENVIRONMENT

The Contractor shall pay special attention to the following:

PS.9.1 Natural Vegetation

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

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

PS.9.2 Fires

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

PS.9.3 Environmental Management Plan

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

PS.10 OCCUPATIONAL HEALTH AND SAFETY

PS.10.1 General Statement

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

Describe issues relating to OH&S and the Regulations

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

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

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

PS.10.2.1 Employer's Health and Safety Specification

The Employer's Health and Safety Specification is included in **C3.4: Particular Specifications**.

PS.10.2.2 Tenderer's Health and Safety Plan

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

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

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

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

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

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

A generic plan will not be acceptable.

PS.10.3 Cost of compliance with the OHSA Construction Regulations

The rates and prices tendered by the Contractor shall be deemed to include all costs for conforming to the requirements of the Act, the Construction Regulations and the Employer's Health and Safety Specification as applicable to this contract. Should the Contractor fail to comply with the provisions of the Construction Regulations, he will be liable for penalties as provided in the Construction Regulations and in the Employer's Health and Safety Specification.

Items that may qualify for remuneration will be specified in the Employer's Health and Safety Specification.

PS.11 SITE SECURITY

The Contractor shall, for the duration of the contract, provide sufficient security and watchmen to

adequately ensure the safety and protection of the works, the Contractor's staff, including local labour and subcontractors, and all site plant and construction equipment required for the works.

Site Security, in conjunction with the SAPS (where necessary), shall be responsible for removal of disruptive elements, that may interrupt the progress of the contract through acts such as, but not limited to, intimidation, threats of disruption, violent disruption, or criminal and illegal activity by the local community or independent organisations or entities that may result in slowing down or partial or total stoppage of the works.

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

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

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

PS.12 PERFORMANCE MONITORING OF SERVICE PROVIDERS

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

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

The following KPIs will be applicable to this contract:

- (a) Monthly meetings
- (b) Quarterly performance reviews
- (c) Monitoring of CPG

PS.13 CIDB BUILD PROGRAMME

a) CIDB Skills Standard

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

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

b) CIDB Indirect Targeting Standard

It will be a condition of contract that the Contractor shall, in the performance of the contract, achieve the **Contract Participation Goal (CPG)** relating to the engagement of targeted enterprises as established in the below referenced standard:

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

C3.3: STANDARD SPECIFICATIONS

C3.3.1 The Specifications on which this contract is based are the **eThekwinini 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.

Part	Description	Date of Issue	
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 - OHSA 1993 Safety Specification
(26 Pages)
- C3.4.2 Standard Environmental Management Plan for Civil Engineering Construction Works
(24 Pages)

C3.5: CONTRACT AND STANDARD DRAWINGS

C3.5.1 CONTRACT DRAWINGS / DETAILS

C3.5.2 STANDARD DRAWINGS

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

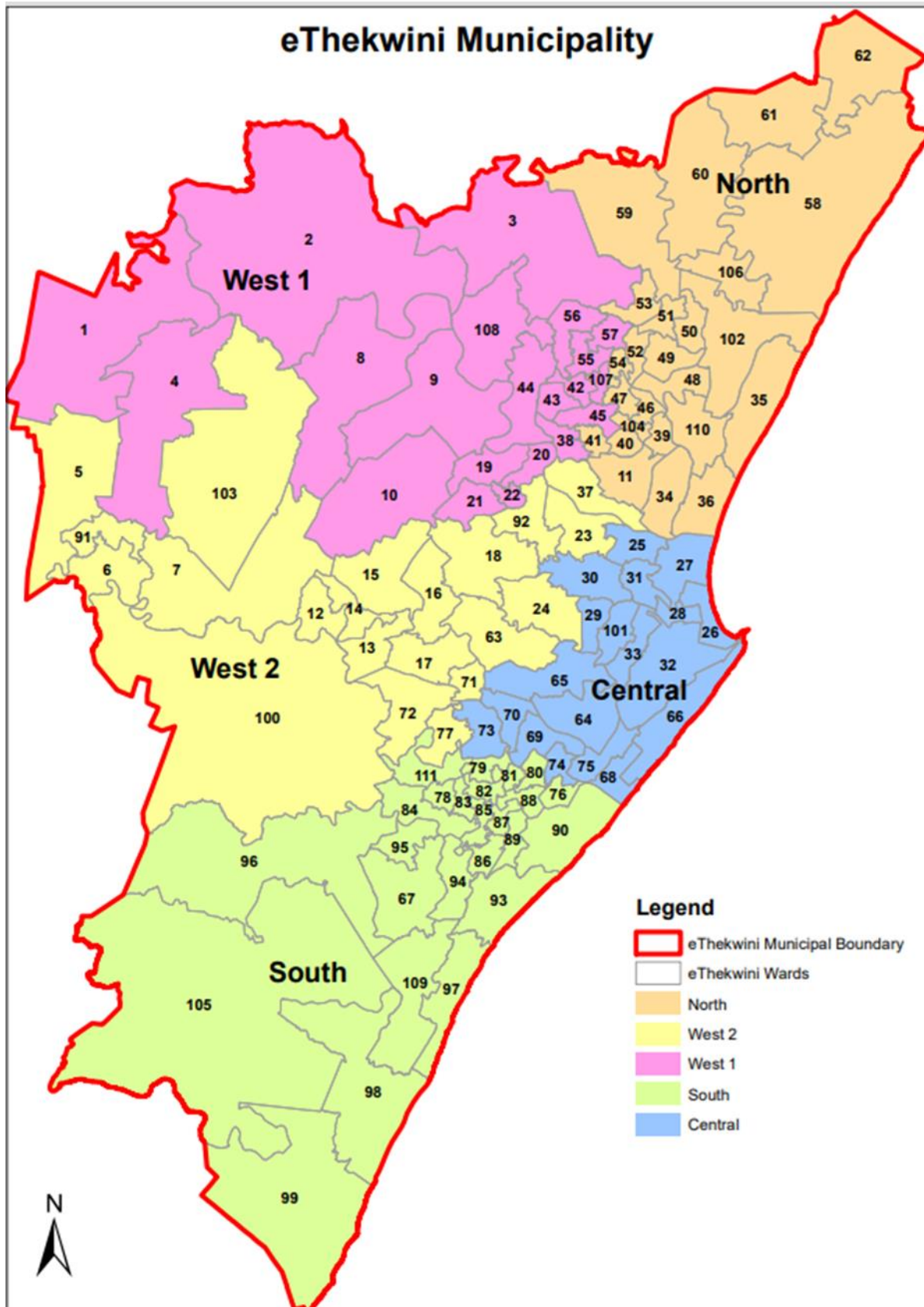
Dwg No	Description	Date of Issue	
38570	Ring Manholes	February	1990
38571	Brick Manhole Details	February	1990
38572	Stormwater Inlet Details	February	1990
38573	Stormwater Inlet Special Details	February	1990
38574	Sewer Manholes: Ramp, Backdrop and Channelling Details	February	1990
38575	Sub-Soil Drain, 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

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

PART C4: SITE INFORMATION

C4.1 LOCALITY PLAN



C4.2 CONDITIONS ON SITE

There is no specific geotechnical information or other site information.

C4.3 TEST RESULTS

There are no specific test results.