



**CLUSTER  
TRADING SERVICES**

**UNIT  
WATER AND SANITATION**

**DEPARTMENT  
ENGINEERING DEPARTMENT: WASTEWATER DESIGN**

**PROCUREMENT DOCUMENT  
INFRASTRUCTURE**

Documents are to be obtained, free of charge, in electronic format, from the National Treasury's eTenders website or the eThekwini Municipality's website.

**Contract No: WS 7792**

**Contract Title: Construction of North Park Sewer Reticulation Tie-in and Associated Works**

**Est. CIDB Grade/ Class: 6 CE**

**CLARIFICATION MEETING AND QUERIES**

**Clarification Meeting: Compulsory Clarification Meeting**

**Meeting Location, Date, Time: A Compulsory Meeting will be held at 86 Bealings RD, Northdene, 4093 On 22 February 2024 at 10h00 am**

**Queries can be addressed to: Reudebaker Nel  
Tel: 031 311 8647  
The Employer's Agent's: eMail: reudebaker.nel@durban.gov.za. Email queries to be  
Representative: submitted by 07 March and consolidated answers to questions will  
be uploaded 14 March 2024.**

**TENDER SUBMISSION**

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

**Closing Date/ Time: Friday, 22 March 2024 at 11h00**

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

**Issued by:**

**ETHEKWINI MUNICIPALITY**

**Deputy Head: ENGINEERING DEPARTMENT: WASTEWATER DESIGN**

**Date of Issue: 16/02/2024**

Document Version 24/02/2023(c)

**FOR OFFICIAL USE ONLY**

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

**FOR OFFICIAL USE ONLY**

|                       |                     |            |                               |
|-----------------------|---------------------|------------|-------------------------------|
| <b>Tenderer Name:</b> |                     |            | <b>VAT Registered: Yes No</b> |
|                       | <b>Price (excl)</b> | <b>VAT</b> | <b>Price (incl)</b>           |
| <b>Submitted:</b> R   |                     | R          | R                             |
| <b>Corrected:</b> R   |                     | R          | R                             |

## INDEX to PROCUREMENT DOCUMENT

|                    |                    |  |   |             |
|--------------------|--------------------|--|---|-------------|
| <b>TENDER PART</b> | <b>Part<br/>T1</b> | <b>TENDERING PROCEDURES</b>                  |   | <b>Page</b> |
|                    |                    | <b>T1.1</b>                                  | <b>Tender Notice and Invitation to Tender</b>                 |             |
|                    |                    |  | T1.1.1 Tender Notice and Invitation to Tender .....           | <b>2</b>    |
|                    |                    | <b>T1.2</b>                                  | <b>Tender Data</b>  |             |
|                    |                    |  | T1.2.1 Standard Conditions of Tender .....                    | <b>3</b>    |
|                    |                    |  | T1.2.2 Tender Data ( <i>applicable to this tender</i> ) ..... | <b>3</b>    |
|                    |                    | T1.2.3 Additional Conditions of Tender ..... | <b>10</b>   |             |
|                    | <b>Part<br/>T2</b> | <b>RETURNABLE DOCUMENTS</b>                  |   | <b>Page</b> |
|                    |                    | <b>T2.1</b>                                  | <b>List of Returnable Documents</b> .....                     | <b>15</b>   |
|                    |                    | <b>T2.2</b>                                  | <b>Returnable Schedules, Forms and Certificates</b> .....     | <b>16</b>   |

|                      |                    |                                    |  |   |             |
|----------------------|--------------------|------------------------------------|--|---|-------------|
| <b>CONTRACT PART</b> | <b>Part<br/>C1</b> | <b>AGREEMENT AND CONTRACT DATA</b> |  | <b>Page</b>                                     |             |
|                      |                    | <b>C1.1</b>                        | <b>Form of Offer and Acceptance</b>                    |   |             |
|                      |                    |                                    | C1.1.1 Offer .....                                     | <b>50</b>                                       |             |
|                      |                    |                                    | C1.1.2 Acceptance .....                                | <b>51</b>                                       |             |
|                      |                    |                                    | C1.1.3 Schedule of Deviations .....                    | <b>52</b>                                       |             |
|                      |                    | <b>C1.2</b>                        | <b>Contract Data</b>                                   |   |             |
|                      |                    |                                    | C1.2.1 Standard Conditions of Contract .....           | <b>53</b>                                       |             |
|                      |                    |                                    | C1.2.2 Contract Data .....                             | <b>53</b>                                       |             |
|                      |                    |                                    | C1.2.3 Additional Conditions of Contract .....         | <b>59</b>                                       |             |
|                      |                    | <b>Part<br/>C2</b>                 | <b>PRICING DATA</b>                                    |   | <b>Page</b> |
|                      |                    |                                    | <b>C2.1</b>  | <b>Pricing Assumptions / Instructions</b> ..... | <b>63</b>   |
|                      |                    |                                    | <b>C2.2</b>  | <b>Bill of Quantities</b> .....                 | <b>65</b>   |
|                      | <b>Part<br/>C3</b> | <b>SCOPE OF WORK</b>               |  | <b>Page</b>                                     |             |
|                      |                    | <b>C3.1</b>                        | <b>Project Description and Scope of Contract</b> ..... | <b>88</b>                                       |             |
|                      |                    | <b>C3.2</b>                        | <b>Project Specifications</b> .....                    | <b>90</b>                                       |             |
|                      |                    | <b>C3.3</b>                        | <b>Standard Specifications</b> .....                   | <b>110</b>                                      |             |
|                      |                    | <b>C3.4</b>                        | <b>Particular Specifications</b> .....                 | <b>134</b>                                      |             |
|                      |                    | <b>C3.5</b>                        | <b>Contract and Standard Drawings</b> .....            | <b>140</b>                                      |             |
|                      |                    | <b>C3.6</b>                        | <b>Annexures</b> .....                                 | <b>142</b>                                      |             |
|                      | <b>Part<br/>C4</b> | <b>SITE INFORMATION</b>            |  | <b>Page</b>                                     |             |
|                      |                    | <b>C4.1</b>                        | <b>Locality Plan</b> .....                             | <b>147</b>                                      |             |
|                      |                    | <b>C4.2</b>                        | <b>Geotechnical Investigation</b> .....                | <b>148</b>                                      |             |
|                      |                    | <b>C4.3</b>                        | <b>Typical Notice Board</b>                            | <b>149</b>                                      |             |
|                      |                    | <b>C4.4</b>                        | <b>Contract Drawings</b>                               | <b>150</b>                                      |             |
|                      |                    | <b>C4.5</b>                        | <b>Standard Drawings</b>                               | <b>151</b>                                      |             |

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

Tenders are hereby invited for the construction of approximately 1020m of 160mmø HDuPVC sewer reticulation and 600m of 150mmø elevated ductile iron sewer pipe bridge across the Umhlatuzana River, sewer manholes, houses connections, retaining wall, gabions, and other associated works. The duration of the project is 15 months.

| <b>Subject</b>                     | <b>Description</b>  | <b>Tender Data Ref.</b> |
|------------------------------------|---|-------------------------|
| <b>Employer</b>                    | The Employer is the eThekweni Municipality as represented by:<br>Deputy Head: <b>ENGINEERING DEPARTMENT: WASTEWATER DESIGN</b>  | F.1.1.1                 |
| <b>Tender Documents</b>            | Documents can only be obtained in electronic format, issued by the eThekweni Municipality.<br>Documentation can be downloaded from the <b>National Treasury's eTenders website</b> or the <b>eThekweni Municipality's Website</b> .<br>The <u>entire document</u> should be printed (on A4 paper) and suitably bound by the tenderer.           | F.1.2                   |
| <b>Eligibility</b>                 | It is <u>estimated</u> that tenderers should have a CIDB contractor grading designation of <b>6 CE</b> (or higher).<br>The CIDB provisions in relation to a Contractor's Potentially Emerging (PE) status <u>do not</u> apply.  | F.2.1.1                 |
| <b>Clarification Meeting</b>       | <b>A Compulsory Meeting will be held at 86 Bealings RD, Northdene, 4093 On 22 February 2024 at 10h00 am</b>   | F.2.7                   |
| <b>Seek Clarification</b>          | Queries relating to these documents are to be addressed to the Employer's Agent's Representative whose contact details are:<br><b>Reudebaker Nel</b><br><b>Tel: 031 311 8647</b><br><b>eMail: reudebaker.nel@durban.gov.za. Email queries to be submitted by 07 March and consolidated answers to questions will be uploaded 14 March 2024.</b> | F.2.8                   |
| <b>Submitting a Tender Offer</b>   | Tender offers shall be delivered to:<br><b>The Tender Box in the foyer of the Municipal Building 166 KE Masinga Road, Durban</b>  | F.2.13                  |
| <b>Closing Time</b>                | Tender offers shall be delivered on or before <b>Friday, 22 March 2024</b> at or before <b>11h00</b> .  | F.2.15                  |
| <b>Evaluation of Tender Offers</b> | <b>The 80/20</b> Price Preference Point System, as specified in the PPPFA Regulations 2022 will be applied in the evaluation of tenders. Refer to Clause F.3.11 of the Tender Data for the <b>Specific Goal(S)</b> for the awarding of Preference Points, and other related evaluation requirements.  | F.3.11                  |

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

## PART T1: TENDERING PROCEDURES

### T1.2: TENDER DATA

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

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

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

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

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

|                     |
|---------------------|
| <b>F.1: GENERAL</b> |
|---------------------|

**F.1.1 The employer:** The Employer for this Contract is the eThekweni Municipality as represented by: Deputy Head: **ENGINEERING DEPARTMENT: WASTEWATER DESIGN**

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

- 1) This procurement document.
- 2) "General Conditions of Contract for Construction Works – 3<sup>rd</sup> Edition 2015" issued by the South African Institution of Civil Engineering (GCC 2015). This document is obtainable separately, and Tenderers shall obtain their own copies.
- 3) "SANS 1200 – Standardised Specification for Civil Engineering Construction" hereinafter referred to as the Standard Engineering Specifications. This document is obtainable separately, and Tenderers shall obtain their own copies of the applicable Sections.
- 4) Drawings, issued separately from this document, or bound in Section C3.4 (as an Annexure).
- 5) In addition, Tenderers are advised, in their own interest, to obtain their own copies of the following acts, regulations, and standards referred to in this document as they are essential for the Tenderer to get acquainted with the basics of construction management, the implementation of preferential construction procurement policies, and the participation of targeted enterprise and labour.
  - The Employer's current (as at advertising date) Supply Chain Management Policy.
  - The Preferential Procurement Policy Framework Act No 5 of 2000, and the Preferential Procurement Policy Framework Act Regulations (2022).
  - The Occupational Health and Safety Act No 85 and Amendment Act No 181 of 1993, and the Construction Regulations (2014).
  - The Construction Industry Development Board Act No 38 of 2000 and the Regulations issued in terms of the Act (July 2013).
  - SANS 1921:2004 – Construction and Management Requirements for Works Contract, Parts 1-3.
  - South African Road Traffic Signs Manual – Vol 2: Chapter 13: Roadworks Signing.

- Any other eThekweni Policy documents referenced in the Tender Documents.

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

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

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

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

**Reudebaker Nel**

**Tel: 031 311 8647**

**eMail: reudebaker.nel@durban.gov.za. Email queries to be submitted by 07 March and consolidated answers to questions will be uploaded 14 March 2024.**

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

**F.1.6 Procurement procedures:** The Open Procedure for Competitive Selection shall be applied

## F.2: TENDERER'S OBLIGATIONS

**F.2.1.1 Eligibility: General**

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

- (a) the Tenderer does not comply with the legal requirements as stated in the Employer's current SCM Policy.
- (b) the Tenderer cannot provide proof that he is in good standing with respect to duties, taxes, levies and contributions required in terms of legislation applicable to the work in the contract.
- (c) In the event of a Compulsory Clarification Meeting:
  - i) the Tenderer fails to attend the Compulsory Clarification Meeting.
  - ii) the Tenderer fails to have form "Certificate of Attendance at Clarification Meeting / Site Inspection" (in T2.2) signed by the Employer's Agent or his representative.
- (d) in the case of JV submissions, two or more JV entities have common directors / shareholders or common entities tendering for the same works.
- (e) at the time of closing of tenders, the Tenderer is not registered on the National Treasury Central Supplier Database (CSD) as a service provider. In the case of a Joint Venture, this requirement will apply individually to each party in the Joint Venture.
- (f) The tenderer has not submitted, with this tender, a valid Letter of Good Standing from the Compensation Commissioner as proof of being registered and in good standing with the compensation fund. Reference is to be made to Returnable Document T2.2.13.
- (g) The tender fails to complete and sign the Declaration of Municipal Fees in T2.2: "Returnable Documents" and submits the required documentation. Reference is to be made to Returnable Document T2.2.12.

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

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

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

The following are to be noted:

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

#### F.2.1.2 **Eligibility: CIDB**

Only those tenderers who are registered (as "Active") with the CIDB (at time of tender closing), in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, for a **6 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 **6 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 **6 CE** class of construction work or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations.

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

"Documents are to be obtained, free of charge, in electronic format, from the **National Treasury's eTenders website** or the **eThekwini Municipality's Website**. The entire electronically downloaded document should be printed on white A4 paper (single-sided) and suitably bound by the tenderer.

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

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

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

**F.2.7 Clarification meeting:**

**A Compulsory Meeting will be held at 86 Bealings RD, Northdene, 4093 On 22 February 2024 at 10h00 am**

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

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

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

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

- Contract No. : **WS 7792**
- Contract Title : **Construction of North Park Sewer Reticulation Tie-in and Associated Works**

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

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

Tenderers are to include, with their paper ("hard copy") submission, a memory-stick containing an electronically scanned (300 dpi resolution) Public Document Format (PDF) copy of their complete bid submission. This PDF file should be named using the contract number and the Tenderer's name, eg. "**WS 7792– Tenderers Name.PDF**". The memory-stick must be labelled with the Tenderer's name and securely fixed to the paper submission.

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

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

- Date : **Friday, 22 March 2024**
- Time : **11h00**

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

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

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

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

**Tax Clearance**

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

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

This TCS PIN is to be entered on Returnable Document T2.2.1: "Compulsory Enterprise Questionnaire". Separate Tax Clearance Certificates / TCS PINs are required for each entity in a Joint Venture.

Failure to comply will make the tender non-responsive.

**Compensation Commissioner**

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

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

Failure to comply will make the tender non-responsive.

**Central Supplier Database (CSD)**

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

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

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

**CIDB Registration**

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

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

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

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

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

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

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

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

**F.3.4 Opening of Tender Submissions:** Tenders will be opened immediately after the closing time for tenders. The tender opening will be streamed live on Friday, 05 February 2023 at 11h00 on the following platforms:

- Facebook - <https://www.facebook.com/eThekwiniM>
- Twitter - <https://twitter.com/eThekwiniM>
- LinkedIn - <https://www.linkedin.com/company/ethekwiniM>
- YouTube - <https://www.youtube.com/user/eThekwiniMuni>

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

FUNCTIONALITY will be evaluated to determine the responsiveness of tenders received. The minimum score for FUNCTIONALITY is **70** points. Those tenders not achieving the minimum score will be deemed non-responsive. The functionality Criteria, Sub-Criteria, Points per Criteria/ Sub-Criteria, Returnable Documentation and Schedules, Method of Evaluation, and Prompts for Judgement are as specified in T1.2.3: "Additional Conditions of Tender".

#### **Preference Point System**

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

#### **Price Points**

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

#### **Preference Points**

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

The Preference Points (either 20 or 10) will be derived from points allocated/ claimed for **Specific Goals** as indicated in the table(s) below, according to the specified **Goal/ Category Weightings**.

- **Ownership Goal**

Goal Weighting: 100%

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**.

| <b>Ownership Categories</b> | <b>Criteria</b>                            | <b>80/20</b> | <b>90/10</b> |
|-----------------------------|--|--------------|--------------|
| <b>Race: Black (w1)</b>     | Equals 0%                                  | 0            | n/a          |
|                             | Between 0% and 51%                         | 8            | n/a          |
|                             | Greater or equal to 51% and less than 100% | 16           | n/a          |
|                             | Equals 100%                                | 20           | n/a          |
| <b>Maximum Goal Points:</b> |  | 20           | n/a          |

|   |
|---|
| <p>The <b>Weightings</b> of the <b>Ownership Categories</b> will be:</p> <ul style="list-style-type: none"> <li>• w1 = 100%, (where: w1 = 100%)</li> </ul>  |
| <p><b>Proof of claim as declared on MBD 6.1</b> (1 or more of the following will be used in verifying the tenderer's status)</p> <ul style="list-style-type: none"> <li>• Companies and Intellectual Property Commission registration document (CIPC)</li> <li>• CSD report.</li> <li>• B-BBEE Certificate of the tendering entity.</li> <li>• 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).</li> <li>• Agreement for a Consortium, Joint Venture, or Trust.</li> </ul> |

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

- The tenderer submits a **valid Tax Clearance Certificate OR Tax Compliance Status PIN**, issued by the TCS System of the South African Revenue Services, or has made arrangements to meet outstanding tax obligations.
- The tenderer is **registered, and "Active", with the Construction Industry Development Board**, at time of tender closing, in an appropriate contractor grading designation.
- The tenderer or any of its directors/shareholders is **not listed on the Register of Tender**

**Defaulters** in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector.

- (d) The tenderer has not:
- Abused the Employer's Supply Chain Management System; or
  - Failed to perform on any previous contract and has been given a written notice to this effect.
- (e) The tenderer has completed the **Compulsory Enterprise Questionnaire** and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the Employer or potentially compromise the tender process.
- (f) The tenderer is **registered and in good standing with the compensation fund or with a licensed compensation insurer**.
- (g) The Employer is reasonably satisfied that the tenderer has in terms of the Construction Regulations, 2014, issued in terms of the Occupational Health and Safety Act, 1993, the **necessary competencies and resources to carry out the work safely**.

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

**F.3.15 Complete adjudicator's contract:** Refer to the General Conditions of Contract and the Contract Data.

**F.3.17 Copies of contract:** The number of paper copies of the signed contract to be provided by the Employer is ONE (1).

Tenderers are to include, with their "hard copy" submission, a memory-stick containing an electronically scanned (300 dpi resolution) Public Document Format (PDF) copy of their complete bid submission. This PDF file should be named using the contract number and the Tenderer's name, eg. "**WS 7792– Tenderers Name.PDF**". The memory-stick must be labelled with the Tenderer's name and securely fixed to the paper submission.

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

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

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

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

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

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

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

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

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

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

**T1.2.3.5 Functionality Specification**

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

| Functionality Criteria / Sub Criteria                              |                   | Maximum Points Score |
|--|-------------------|----------------------|
| Tenderer's Experience  |                   | 40                   |
| Project Organogram and Experience of Key Staff                     | Contracts Manager | 20                   |
|  | Site agent        | 15                   |
|  | Foremen           | 10                   |
| Preliminary Programme  |                   | 5                    |
| Approach Paper, Quality Control and Methodology                    |                   | 10                   |
| <b>Maximum possible score for Functionality (<math>M_s</math>)</b> |                   | <b>100</b>           |

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

Functionality shall be scored by not less than three evaluators and the scores of each of the evaluators will be averaged, weighted and then totalled to obtain the final score for Functionality. Each evaluation criteria will be assessed in terms of five (5) indicators and scores allocated according to the following table:

| Level 0 | Level 1 | Level 2 | Level 3 | Level 4 |
|---------|---------|---------|---------|---------|
| 0       | 40      | 70      | 90      | 100     |

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

| Functionality Criteria                         | Returnable Schedules  |
|--|---|
| Tenderer's Experience                          | <ul style="list-style-type: none"> <li>Experience of Tenderer</li> </ul>  |
| Project Organogram and Experience of Key Staff | <ul style="list-style-type: none"> <li>Proposed Organisation and Staffing</li> <li>Key Personnel</li> <li>CV's with Experience of Key Personnel</li> </ul>                          |
| Preliminary Programme                          | <ul style="list-style-type: none"> <li>Preliminary Programme</li> </ul>   |
| Construction Methodology & Quality Control     | <ul style="list-style-type: none"> <li>Construction Approach, Methodology, and Quality Control</li> <li>Schedule of Proposed Subcontractors</li> <li>Plant and Equipment</li> </ul> |

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

- **“successfully completed”** implies a project has been completed on time and to specification;
- **“similar nature”** implies projects built-up urban area which each included the construction of at least 400m of sewer reticulation, with a diameter greater than or equal to 160mm, and deemed “fit for purpose” by the respective owner/s or Operator/s.
- **“experience”** implies experience on projects of a similar nature;
- **“accredited degree / diploma”** implies a minimum 3-year qualification within the built environment, from a registered National University or Institute of Technology.

| <b>Criterion: Tenderer's Experience</b>   |  |
|---|--|
| <b>Note:</b> The tenderer must submit certificates of completion / signed letters from the respective Client/s confirming completion of the said project. Failure to submit this information will result in the project not being considered as part of the evaluation. |  |
| <b>Level 0</b><br>(Score = 0)   | No information provided / irrelevant information provided / no experience in sewer reticulation / projects do not meet the full specified requirement in terms of length, diameter and year of completion / less than 2 completed projects / no experience in pipe bridges.  |
| <b>Level 1</b><br>(Score = 40)  | To have successfully completed at least <b><u>2 projects</u></b> (within the past 15 years) in an existing developed/built-up urban area which each included the construction of at least 400m of sewer reticulation, with a diameter greater than or equal to 160mm, and deemed "fit for purpose" by the respective owner/s or Operator/s.<br><b><u>AND</u></b><br>To have successfully completed at least <b><u>1 elevated pipe supported by concrete piers</u></b> (within the past 15 years) with a minimum length of 20m. |
| <b>Level 2</b><br>(Score = 70)  | To have successfully completed at least <b><u>3 projects</u></b> (within the past 15 years) in an existing developed/built-up urban area which each included the construction of at least 400m of sewer reticulation, with a diameter greater than or equal to 160mm, and deemed "fit for purpose" by the respective owner/s or Operator/s.<br><b><u>AND</u></b><br>To have successfully completed at least <b><u>1 elevated pipe supported by concrete piers</u></b> (within the past 15 years) with a minimum length of 20m. |
| <b>Level 3</b><br>(Score = 90)  | To have successfully completed at least <b><u>4 projects</u></b> (within the past 15 years) in an existing developed/built-up urban area which each included the construction of at least 400m of sewer reticulation, with a diameter greater than or equal to 160mm, and deemed "fit for purpose" by the respective owner/s or Operator/s.<br><b><u>AND</u></b><br>To have successfully completed at least <b><u>1 elevated pipe supported by concrete piers</u></b> (within the past 15 years) with a minimum length of 20m. |
| <b>Level 4</b><br>(Score = 100)   | To have successfully completed at least <b><u>5 projects</u></b> (within the past 15 years) in an existing developed/built-up urban area which each included the construction of at least 400m of sewer reticulation, with a diameter greater than or equal to 160mm, and deemed "fit for purpose" by the respective owner/s or Operator/s.<br><b><u>AND</u></b><br>To have successfully completed at least <b><u>1 elevated pipe supported by concrete piers</u></b> (within the past 15 years) with a minimum length of 20m. |

| <b>Criterion: Experience of Key Staff</b>  |   |   |   |
|--|---|---|---|
| <b>Note:</b> certificates confirming qualifications and registrations must be attached. Failure to submit this information will result in the respective key personnel not being considered as part of the evaluation. |   |   |   |
|  | <b>CONSTRUCTION<br/>MANAGER</b>   | <b>SITE AGENT</b>   | <b>FOREMAN</b>  |
| <b>Level 0</b><br>(Score = 0)  | No information provided / irrelevant information provided / does not meet minimum educational requirement / less than 3 years of relevant experience. | No information provided / irrelevant information provided / less than 1 year of relevant experience.  | No information provided / irrelevant information provided / less than 3 years of relevant experience. |
| <b>Level 1</b><br>(Score = 40)   | <b>At least 3 – 4 years</b> of experience in gravity sewer pipelines<br><b>AND</b><br>Relevant accredited degree/diploma in Civil Engineering.        | <b>At least 1 – 2 years</b> of experience in gravity sewer pipelines and sewer pipe bridges<br><b>AND</b><br>Relevant accredited degree/diploma in Civil Engineering. | <b>At least 3 – 4 years</b> of experience in gravity sewer pipelines.                                 |
| <b>Level 2</b><br>(Score = 70)   | <b>At least 5 – 6 years</b> of experience in gravity sewer pipelines<br><b>AND</b><br>Relevant accredited degree/diploma in Civil Engineering.        | <b>At least 3 – 5 years</b> of experience in gravity sewer pipelines and sewer pipe bridges<br><b>AND</b><br>Relevant accredited degree/diploma in Civil Engineering. | <b>At least 5 – 6 years</b> of experience in gravity sewer pipelines.                                 |
| <b>Level 3</b><br>(Score = 90)   | <b>At least 7 – 8 years</b> of experience in gravity sewer pipelines<br><b>AND</b><br>Relevant accredited degree/diploma in Civil Engineering.        | <b>At least 6 – 7 years</b> of experience in gravity sewer pipelines and sewer pipe bridges<br><b>AND</b><br>Relevant accredited degree/diploma in Civil Engineering. | <b>At least 7 – 8 years</b> of experience in gravity sewer pipelines.                                 |
| <b>Level 4</b><br>(Score = 100)  | <b>Greater than 8 years</b> of experience in gravity sewer pipelines<br><b>AND</b><br>Relevant accredited degree/diploma in Civil Engineering.        | <b>Greater than 7 years</b> of experience in gravity sewer pipelines and sewer pipe bridges<br><b>AND</b><br>Relevant accredited degree/diploma in Civil Engineering. | <b>Greater than 8 years</b> of experience in gravity sewer pipelines.                                 |

| Criterion: Preliminary Programme |  |
|----------------------------------|--|
| <b>Level 0</b><br>(Score = 0)    | No information provided / irrelevant information provided.   |
| <b>Level 1</b><br>(Score = 40)   | The programme is <u>generic</u> and does not cover all key activities, in sequential order, with reasonable time frames relating to the scope of work.   |
| <b>Level 2</b><br>(Score = 70)   | The programme <u>adequately</u> covers all key activities, in sequential order, with reasonable time frames relating to the scope of work and reflects the critical path.  |
| <b>Level 3</b><br>(Score = 90)   | The programme <u>well defines</u> all key activities, in sequential order, with reasonable time frames relating to the scope of work and reflects the critical path.   |
| <b>Level 4</b><br>(Score = 100)  | The programme <u>well defines</u> all key activities and resources, in sequential order, with reasonable time frames relating to the scope of work and reflects the critical path.<br><br><b>Plus:</b> <ul style="list-style-type: none"> <li>▪ Risk management.</li> <li>▪ Staff and resource management.</li> <li>▪ Relevant approvals.</li> <li>▪ Quality control testing.</li> <li>▪ Communication and stakeholder engagement.</li> <li>▪ List of service providers to be used for quality control procedures (where applicable).</li> </ul> |

| Criterion: Approach Paper, Quality Control and Methodology |  |
|--|--|
| <b>Level 0</b><br>(Score = 0)                              | No information provided / irrelevant information provided.   |
| <b>Level 1</b><br>(Score = 40)                             | A <u>generic</u> approach paper and methodology which does <u>not adequately</u> cover all programmed activities in chronological order.   |
| <b>Level 2</b><br>(Score = 70)                             | A <u>project specific</u> approach paper and methodology which <u>adequately</u> covers all programmed activities in chronological order and reasonable time allocation.   |
| <b>Level 3</b><br>(Score = 90)                             | A <u>project specific</u> approach paper and methodology which covers all programmed activities in <u>detail</u> and listed in chronological order and reasonable time allocation.   |
| <b>Level 4</b><br>(Score = 100)                            | A <u>project specific</u> approach paper and methodology which covers all programmed activities and associated regulatory compliance requirements in <u>high level detail</u> and listed in chronological order and reasonable time allocation.<br><br><b>Plus:</b> <ul style="list-style-type: none"> <li>▪ Staff, plant and equipment resources.</li> <li>▪ Health and Safety monitoring.</li> <li>▪ Environmental control.</li> <li>▪ Detailed method statement for the diversion of River flow for the construction of concrete piers.</li> <li>▪ List of Sub-Contractors.</li> <li>▪ A brief description of preparatory work, construction processes including finishing works for each activity.</li> <li>▪ Quality control including site specific control sheets for programmed activities.</li> <li>▪ Risk management.</li> <li>▪ Relevant approvals.</li> <li>▪ Communication and stakeholder engagement.</li> </ul> |

## **PART T2: RETURNABLE DOCUMENTS**

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

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

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

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

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

##### **Entity Specific**

|         |   |    |
|---------|---|----|
| T2.2.1  | Compulsory Enterprise Questionnaire.....                                    | 17 |
| T2.2.2  | Certificate of Attendance at Clarification Meeting.....                     | 19 |
| T2.2.3  | Tax Compliance Status PIN / Tax Clearance Certificate.....                  | 20 |
| T2.2.4  | Contractor's Health and Safety Declaration.....                             | 21 |
| T2.2.5  | MBD 4: Declaration of Interest.....   | 23 |
| T2.2.6  | MBD 5: Declaration for Procurement Above R10 Million.....                   | 25 |
| T2.2.7  | MBD 6.1: Preference Points Claim Form ITO the Preferential Regulations..... | 26 |
| T2.2.8  | MBD 8: Declaration of Bidder's Past SCM Practices.....                      | 29 |
| T2.2.9  | MBD 9: Certificate of Independent Bid Determination.....                    | 31 |
| T2.2.10 | Joint Venture Agreements (if applicable).....                               | 34 |
| T2.2.11 | Record of Addenda to Tender Documents (if applicable).....                  | 35 |

##### **Eligibility**

|         |  |    |
|---------|--|----|
| T2.2.12 | Eligibility: Declaration of Municipal Fees.....                | 36 |
| T2.2.13 | Eligibility: Registration with Compensation Commissioner.....  | 37 |
| T2.2.14 | Eligibility: CSD Registration Report.....                      | 38 |
| T2.2.15 | Eligibility: Verification of CIDB Registration and Status..... | 39 |

##### **Technical or Functionality Evaluation**

|         |  |    |
|---------|--|----|
| T2.2.16 | Experience of Tenderer.....                                  | 40 |
| T2.2.17 | Proposed Organisation and Staffing.....                      | 42 |
| T2.2.18 | Key Personnel.....   | 43 |
| T2.2.19 | Experience of Key Personnel.....                             | 44 |
| T2.2.20 | Preliminary Programme.....                                   | 45 |
| T2.2.21 | Construction Approach, Methodology, and Quality Control..... | 46 |
| T2.2.22 | Schedule of Proposed Subcontractors.....                     | 47 |
| T2.2.23 | Plant and Equipment.....                                     | 48 |
| T2.2.24 | Contractor's Health and Safety Plan.....                     | 49 |

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

The returnable schedules, forms, and certificates, as listed in T2.1.2, can be found on pages [17](#) to [35](#).

**NOTE**

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

**T2.2.1 COMPULSORY ENTERPRISE QUESTIONNAIRE**

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

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

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

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

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

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

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

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

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

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

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

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

**Date**

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

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

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

This is to certify that:

(tenderer name): .....  
of (address): .....  
.....  
.....

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

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

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

Name: ..... Name: .....  
Signature: ..... Signature: .....  
Capacity: ..... Capacity: .....

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

Name: .....  
Signature: .....  
Date: .....

**T2.2.3 TAX COMPLIANCE STATUS PIN / TAX CLEARANCE CERTIFICATE**

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

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

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

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

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

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

*I, the undersigned, who warrants that they are authorised to sign on behalf of the 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:**

.....

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

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

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

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

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

**Declaration by Tenderer**

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

- (a) From my own competent resources as detailed in 4(a) hereafter.
- (b) From my own resources still to be appointed or trained until competency is achieved, as detailed in 4(b) hereafter:
- (c) From outside sources by appointment of competent specialist Subcontractors as detailed in 4(c) hereafter:
- 4 Details of resources I propose:  
*(Note: Competent resources shall include safety personnel such as a construction supervisor and construction safety officer as defined in Regulation 8, and competent persons as defined in Regulations 9, 10, 11, 12, 13, 14, 16, 17, 20, 21, 22, 23(1), 24, 25, 26, 27, 28 and 29, as applicable).*
  - (a) Details of the competent and qualified key persons from my company's own resources, who will form part of the contract team:

| Circle Applicable |    |
|-------------------|----|
| Yes               | NO |
| Yes               | NO |
| YES               | NO |

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

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

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

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

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

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

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

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

|   |   |     |    |
|---|---|-----|----|
|   | Circle Applicable   |     |    |
| 3.8 Are you presently in the service of the state?                        | <table style="margin: auto; border-collapse: collapse;"> <tr> <td style="border: 1px solid black; padding: 2px 10px;">YES</td> <td style="border: 1px solid black; padding: 2px 10px;">NO</td> </tr> </table> | YES | NO |
| YES   | NO  |     |    |
| If yes, furnish particulars: .....  |   |     |    |
| .....   |   |     |    |
| 3.9 Have you been in the service of the state for the past twelve months? | <table style="margin: auto; border-collapse: collapse;"> <tr> <td style="border: 1px solid black; padding: 2px 10px;">YES</td> <td style="border: 1px solid black; padding: 2px 10px;">NO</td> </tr> </table> | YES | NO |
| YES   | NO  |     |    |
| If yes, furnish particulars: .....  |   |     |    |
| .....   |   |     |    |

3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? YES NO  
 If yes, furnish particulars: .....

3.11 Are you, aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid? YES NO  
 If yes, furnish particulars: .....

3.12 Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? YES NO  
 If yes, furnish particulars: .....

3.13 Are any spouse, child or parent of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? YES NO  
 If yes, furnish particulars: .....

3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract? YES NO  
 If yes, furnish particulars: .....

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

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

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

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

**SIGNATURE:** .....

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

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

|  |                      |    |
|--|----------------------|----|
|  | Circle<br>Applicable |    |
| 1.0 Are you by law required to prepare annual financial statements for auditing?   | YES                  | NO |
| 1.1 <b>If YES, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.</b>  |                      |    |
| 2.0 Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days?                      | YES                  | NO |
| 2.1 If NO, this serves to certify that the bidder has no undisputed commitments for municipal services towards any municipality for more than three months or other service provider in respect of which payment is overdue for more than 30 days. |                      |    |
| 2.2 If YES, provide particulars.<br>.....<br>.....   |                      |    |
| 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.<br>.....<br>.....   |                      |    |
| 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.<br>.....<br>.....   |                      |    |

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

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

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

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

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

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

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

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

### **1.0 GENERAL CONDITIONS**

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

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

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

1.3 Preference Points for this tender shall be awarded for:

- **Price and Specific Goals:** Either 80 or 90 (price) and 20 or 10 (specific goals), in terms of 1.2 above.
- The total Preference Points, for Price and Specific Goals, is 100.

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

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

### **2.0 DEFINITIONS**

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

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

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

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

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

### 3.0 FORMULA FOR CALCULATION OF PREFERENCE PRICE POINTS

#### 3.1 PROCUREMENT OF GOODS AND SERVICES

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

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

Where:

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

#### 4.0 POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

| The Specific Goals to be allocated points in terms of this tender | Maximum Number of points ALLOCATED (80/20 system) | Maximum Number of points ALLOCATED (90/10 system) | Number of points CLAIMED (80/20 system) | Number of points CLAIMED (90/10 system) |
|---|---|---|---|---|
| Ownership Goal: Race (black)                                      | 20  | n/a   |   | n/a                                     |
| <b>Total CLAIMED Points (20 Maximum)</b>                          |   |   |   | n/a                                     |

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

I acknowledge that:

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

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

**Date**

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

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

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

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

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

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

4.1.1 If YES, provide particulars.

.....

.....

| Circle Applicable |    |
|-------------------|----|
| YES               | NO |

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

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

4.2.1 If YES, provide particulars.

.....

.....

|     |    |
|-----|----|
| YES | NO |
|-----|----|

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.

.....

.....

|     |    |
|-----|----|
| 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**

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

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

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

-----  
(Bid Number and Description)

in response to the invitation for the bid made by:

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

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

I certify, on behalf of:

-----  
(Name of Bidder)

that:

1. I have read and I understand the contents of this Certificate.
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect.
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - (a) has been requested to submit a bid in response to this bid invitation.
  - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience.
  - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder.
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement, or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>9</sup> will not be construed as collusive bidding.

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

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

**Date**

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

**T2.2.10 JOINT VENTURES AGREEMENTS**

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

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

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

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

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

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

**NAME (Block Capitals):**

**Date**

**SIGNATURE:**

-----

-----

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

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

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

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

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

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

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

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

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

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

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

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

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

**Date**

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

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

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

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

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

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

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

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

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

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

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

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

**Clause 89: Mandators and contractors**

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

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

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

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

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

**NAME (Block Capitals):**

**Date**

**SIGNATURE:**

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

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

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

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

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

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

**CENTRAL SUPPLIER DATABASE FOR GOVERNMENT**

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

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

**CSD REGISTRATION REPORT**

**SUPPLIER IDENTIFICATION**

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

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

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

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

**Date**

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

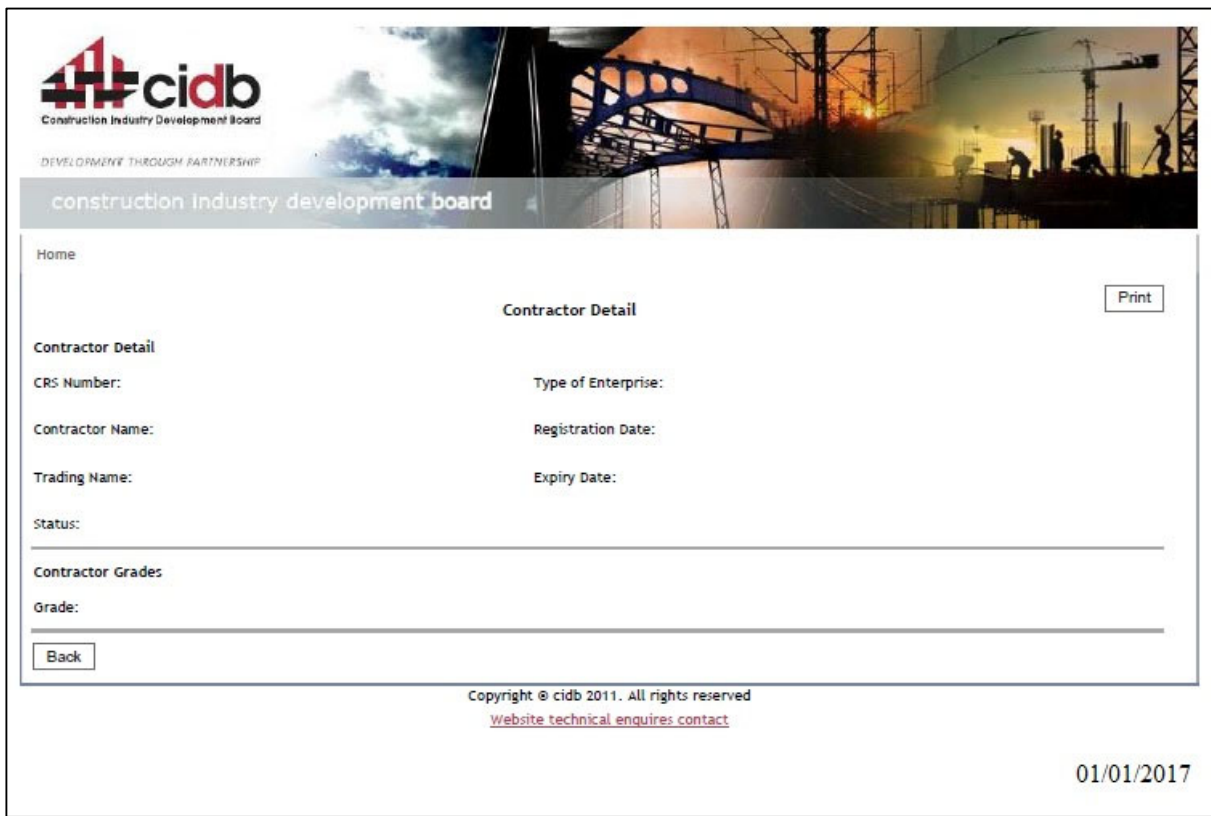
**T2.2.15 ELIGIBILITY: VERIFICATION OF CIDB REGISTRATION AND STATUS**

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

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

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

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



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

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

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

**Date** \_\_\_\_\_

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

**T2.2.16 EXPERIENCE OF TENDERER**

Refer to Clause F3.11.9 for Functionality Points evaluation prompts.

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

The experience of the tenderer will be evaluated and the following shall be noted:

- Only experience gained over the last 15 years (i.e. 2008 onwards) will be used in the evaluation.
- Only experience claimed for work where the tenderer was the Principal Contractor will be considered.
- Where experience is claimed from joint venture work or where the tenderer's role was a Sub-Contractor, this may be considered subject to the tenderer having physically carried out the work and can prove that he/she managed quality control and finances (a signed letter from the Principal Contractor will suffice).
- Ambiguous, vague, or unclear statements made in the tenderers schedule of experience will not be considered.
- Any work not completed by the tendering entity (i.e. by a third party) must be clearly indicated.
- Tenderer to provide technical details of project scope of work on a separate sheet attached hereto. All relevant information must be set out in a logical and concise manner and failure to do so may prejudice the assessment of the tenderer's experience.

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, as provided by the Tenderer. Should the Employer's reasonable attempts to make contact with the Client or Main Contractor, to verify the information provided, fail (for whatever reason), that specific experience submission will be considered invalid.

Where works are still in progress the value of completed work as detailed on the most recent payment to the Contractor / Sub-Contractor is to be used in the experience submission.

A separate sheet must be completed for each project completed using the format below:

|  |  |
|--|--|
| Project Description                                    |  |
| Constructed in a Developed/ Urban Area (Yes /No)       |  |
| Main / Sub-Contractor?                                 |  |
| Pipe Diameter (mm)                                     |  |
| Pipe Length (m)  |  |
| Pipe Bridge Length (m)                                 |  |
| Start & Completion Date (Duration)                     |  |
| Client / Employer: Contact Person and Telephone Number |  |

Please note that the tenderer's experience will be evaluated based on the elevated pipe bridge experience and sewer reticulation experience (refer to T1.2.3.5). It is vital that the information stipulated in the above table is filled out completely, as vague submission will not be considered.

***Attach additional pages if more space is required***

*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:**

**T2.2.17 PROPOSED ORGANISATION and STAFFING**

Refer to Clause F3.11.9 for Functionality Points evaluation prompts.

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

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

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

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

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

*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:**

-----  
-----

**T2.2.18**     **KEY PERSONNEL**

Refer to Clause F3.11.9 for Functionality Points evaluation prompts.

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

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

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

*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:**

.....

.....

**T2.2.19 EXPERIENCE OF KEY PERSONNEL**

Refer to Clause F3.11.9 for Functionality Points evaluation prompts.

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

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

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

Each CV should be structured under the following headings:

- a) Personal particulars
  - name
  - date and place of birth
  - place (s) of tertiary education and dates associated therewith
  - professional awards
- b) Qualifications (degrees, diplomas, grades of membership of professional societies and professional registrations)
- c) Skills
- d) Name of current employer and position in enterprise
- e) Overview of post-graduate / diploma experience (year, organization and position)
- f) Outline of recent assignments / experience that has a bearing on the scope of work

*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:**



**T2.2.21 CONSTRUCTION APPROACH, METHODOLOGY, AND QUALITY CONTROL**

Refer to Clause F3.11.9 for Functionality Points evaluation prompts.

Construction Approach and Methodology

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

Quality Control

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

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

*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:**



**T2.2.23 PLANT and EQUIPMENT**

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

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

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

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

*Attach additional pages if more space is required*

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

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

*Attach additional pages if more space is required*

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

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

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

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

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

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

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

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

**NAME (Block Capitals):**

**Date**

**SIGNATURE:**

-----  
-----

**PART C1: AGREEMENT AND CONTRACT DATA**

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

**C1.1.1: OFFER**

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

Contract No: **WS 7792**

Contract Title: **Construction of North Park Sewer Reticulation Tie-in and Associated Works**

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

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

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

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

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

**For the Tenderer:**

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

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

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

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

**Address** : .....

: .....

**Telephone** : .....

**Witness:**

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

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

**Notes:**

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

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

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

**C1.1.2: FORM OF ACCEPTANCE**

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

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

The terms of the contract are contained in:

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

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

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

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

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

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

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

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

**Name of Employer** (*organisation*) : .....

**Address** : .....

: .....

**Witness:**

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

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

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

**C1.1.3: SCHEDULE OF DEVIATIONS**

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

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

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

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

**FOR THE TENDERER**

**FOR THE EMPLOYER**

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

**C1.2: CONTRACT DATA****C1.2.1 CONDITIONS OF CONTRACT****C1.2.1.1 GENERAL CONDITIONS OF CONTRACT**

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

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

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

**C1.2.2 CONTRACT DATA****C1.2.2.1 DATA TO BE PROVIDED BY THE EMPLOYER**

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

1.1.1.14 The **time for achieving Practical Completion**, from the Commencement Date is **65 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.

1.1.1.15 The Employer is the eThekweni Municipality as represented by:  
Deputy Head: **ENGINEERING DEPARTMENT: WASTEWATER DESIGN**

1.2.1.2 The address of the Employer is:  
Physical: Water and Sanitation Unit, 3 Prior Road, Durban, 4001  
Postal: Water and Sanitation Unit, P O Box 1038, Durban, 4000  
Telephone: 031-311-8602  
Fax: N/A  
E-Mail: [Bhavna.Soni@durban.gov.za](mailto:Bhavna.Soni@durban.gov.za)

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

1.2.1.2 The address of the Employer' Agent is:  
Physical: Water and Sanitation Unit, 3 Prior Road, Durban, 4001  
Postal: Water and Sanitation Unit, P O Box 1038, Durban, 4000  
Telephone: 031-322-7915  
Fax: N/A  
E-Mail: [Sithembiso.Msomi@durban.gov.za](mailto:Sithembiso.Msomi@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 Department (reference is made to Cl.5.3.1 of the Contract Data).

Note:

- i) "similar nature" implies projects that were of a value of at least 70% of this tender's value, and had a comparable Scope of Work in terms of technical requirements and operations.
- ii) "experience" implies experience on projects of a similar nature.
- iii) "accredited degree / diploma" implies a minimum 3-year qualification within the built environment, from a registered University or Institute of Technology.

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

5.3.2 The **time to submit the documentation** required before commencement with Works is **28 Days**.

5.3.3 Add the following paragraph:

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

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

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

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

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

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

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

Extension of time as a result of rainfall shall be calculated monthly being equal to the number days certified by the Employer's Agent's Representative as lost due to rainfall, less the number of days allowed for as in table below, which could result in a negative figure for certain months.

The total extension of time for which the Contractor may apply, shall be the cumulative algebraic sum of the monthly extensions. Should the sum thus obtained be negative, the extension of time shall be taken as NIL.

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

5.13.1 The **penalty for delay** in failing to complete the Works is **R 5 200.00** (per Day).

5.14.1 The **requirements for achieving Practical Completion in the following:**

- I. Supply, lay, bed, and test 160mmØ HDuPVC sewer reticulation 1020m long.
- II. Supply, lay, strap and test 150mmØ elevated ductile iron pipe 600m long.
- III. Construct concrete piers.
- IV. Construct a sewer pipe bridge complete as per construction drawings.
- V. Complete sewer tie-ins at existing manholes and connect completed pipeline to live sewage flow.
- VI. Construct all required sewer manholes.

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:

| <b>Value of Contract (incl. VAT)</b>              | <b>Performance Guarantee Required</b> |
|---|---------------------------------------|
| 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 Labour, Plant, and Materials shall be based on **December 2021 = 100**.
- The Index for Fuel shall be based on **December 2020 = 100**.

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

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

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

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

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

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

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

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

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

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

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

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

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

8.6.1.3 The limit of indemnity for **liability insurance: R 20,000,000.00**.

**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: **R 2,000,000.00**.
- Maximum first excess: **R 25,000.00**.

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: **R 20,000,000.00**.
- Consequential loss to be covered by policy: **Yes**
- Liability section of policy to be extended to cover blasting: **R 1,000,000.00**.
- Maximum excess per claim or series of claims arising out of any one occurrence: **R 20,000.00**.

**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: **R 1,000,000.00**.
- Maximum first excess: **R 20,000.00**.

**Insurance of Works**

- Minimum amount for additional removal of debris (no damage): **R 1,000,000.00**.
- Minimum amount for temporary storage of materials off site, excluding Contractor's own premises: **R 1,000,000.00**.
- Minimum amount for transit of materials to site: **R 500,000.00**.

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

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

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

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

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

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

**C1.2.2.2 DATA TO BE PROVIDED BY CONTRACTOR**

1.1.1.9 The legal name of Contractor is:

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

1.2.1.2 The Physical address of the Contractor is:

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

The Postal address of the Contractor is:

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

The contact numbers of the Contractor are:

Telephone: .....

Fax: .....

The E-Mail address of the Contractor is:

.....

**C1.2.3 ADDITIONAL CONDITIONS OF CONTRACT****C1.2.3.1 COMMUNITY LIAISON OFFICER**

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

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

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

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

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

**C1.2.3.2 EMPLOYMENT OF LOCAL LABOUR**

It is a condition of contract that the contractor will be required to employ local labour as specified in eThekweni Council Policy "The use of CLOs and Local Labour". The contractor will be required to ensure that a minimum of 50% of the labour force is made up of local labour. For the purposes of this contract, "Local labour" will be deemed to be any **persons who reside within Ward(s) 63**. 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 **30%** of the contract value (excluding PC Sum items and Fixed Cost allowances) to be subcontracted to contractors who are **>51% Black Owned**. Proof of payment to the subcontractors will be required to verify that the minimum has been achieved.

The selection of Sub-Contractors shall be made by the Principal Contractor with adherence to the sequence and requirements below:

1. Suitable Sub-Contractors shall be selected from **Ward 63**, where the project is being undertaken.
2. In the case where there are no suitable Sub-Contractors in **Ward 63**, and such is demonstrated by the Principal Contractor, the Sub-Contractors shall be selected from immediately surrounding Wards.

3. In the case where there are no suitable Sub-Contractors in **Ward 63** and surrounding Wards, Sub-Contractors shall be selected from within the eThekweni region.

The Employers Agent’s Representative shall first confirm that the selected Sub-Contractor/s meet the relevant requirements before approving their appointment by the Principal Contractor. Subsequent to the above approval, the Principal Contractor must submit to the Employers Agent’s Representative their CPG Implementation Plan.

Proof of payment to the Sub-Contractors will be required to verify that the minimum CPG requirement 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

|  |                                |                               |                            |                                |
|--|--------------------------------|-------------------------------|----------------------------|--------------------------------|
| <b>Level 1</b><br>Unknown  | <b>Level 2</b><br>No Schooling | <b>Level 3</b><br>Grade 1-3   | <b>Level 4</b><br>Grade 4  | <b>Level 5</b><br>Grade 5-6    |
| <b>Level 6</b><br>Grade 7-8  | <b>Level 7</b><br>Grade 9      | <b>Level 8</b><br>Grade 10-11 | <b>Level 9</b><br>Grade 12 | <b>Level 10</b><br>Post Matric |
| <b>Category A:</b> Employed as Local Labour for this contract only<br><b>Category B:</b> Temporarily employed by the Contractor<br><b>Category C:</b> Permanently employed by the Contractor |                                |                               |                            |                                |

- Category of Employment

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 DAMAGE TO PERSONS AND PROPERTY**

1. The supplier shall indemnify and keep indemnified the Council against any claim for death, injury or loss to any person or property whatsoever in respect thereof or in relation thereto.
2. The supplier enters into this contract as an independent contractor and shall be solely liable in respect to any claim for death, injury, damage or loss to any person or property whatsoever in respect thereof or in relation thereto.

**C1.2.3.8 TERMS OF REFERENCE FOR ISD CONSULTANT**

The ISD practitioner will be expected to have a basic understanding of project management from the strategic point of view. S/he will be expected to undertake the following functions in the project:

1. Undertake a rapid mapping of all stakeholders relevant to guiding and supporting the project with regards to implementation of the project.
2. Develop and maintain a database of stakeholders. Identify and engage all stakeholders that are interested and affected by the projects such as civil society organizations, business chambers, business associations as well as other government departments such as the Transport Authorities, Department of Water and Sanitation, Department of Health, Department of Education and others and business associations.
3. Establish Project Steering committees (stakeholder engagement forums), capacitate them and develop and maintain a jointly owned commitment register.
4. Stay in control and manage third party engagements in the project, e.g. contractors, supporting government institutions, interest groups, etc. and track changes in the quality of stakeholder relationships.
5. Develop a project specific stakeholder consultation strategy as part of project cycle management plan.
6. Develop a stakeholder’s communication strategy for the project s/he is attached to.
7. Support technical teams to gain access to in communities and privately-owned properties where bulk water lines cut through multiple communities/properties.

8. Ensure that political and social dynamics in the project are dealt with in a healthy manner and ensure that the project sponsors get information timeously
9. Mainstream national development priorities, mainly enterprise development and skills development into the project. In other words, co-ordinate support the local emerging contractors and service providers to participate/benefit from the project. This may include engaging with other departments within the Municipality that are responsible for Local Economic Development (LED and SMME development).
10. Support the community liaison and ISD functions in order to ensure that stakeholders do not block but support the project.
11. Prepare and schedule PSC meeting to get stakeholder engagement reports.

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

### **C2.1.1 GENERAL**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **C2.1.8 PRELIMINARY AND GENERAL**

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

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

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

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

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

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

**C2.2: BILL OF QUANTITIES**

The Bill of Quantities follows and comprises of 18 pages. The pages are numbered 66 to 85.

**PART C3: SCOPE OF WORK**

|   | <b><u>PAGE</u></b> |
|---|--------------------|
| <b>C3.1 PROJECT DESCRIPTION AND SCOPE OF CONTRACT</b>         | <b>88</b>          |
| <b>C3.2 PROJECT SPECIFICATIONS</b>                            | <b>90</b>          |
| PS.1 Programme, Method of Work, and Accommodation of Traffic  |                    |
| PS.2 Services   |                    |
| PS.3 Sewers   |                    |
| PS.4 Stormwater   |                    |
| PS.5 Management of the Environment                            |                    |
| PS.6 Occupational Health and Safety                           |                    |
| PS.7 Construction and Management Requirements                 |                    |
| PS.8 Site Facilities Available                                |                    |
| PS.9 Site Facilities Required                                 |                    |
| PS.10 Drawings  |                    |
| PS.11 Drawings and Specifications to be Provided              |                    |
| PS.12 Contractor's Plant                                      |                    |
| PS.13 Barricading of Excavations                              |                    |
| PS.14 Length of Trenches                                      |                    |
| PS.15 Temporary Work  |                    |
| PS.16 Testing   |                    |
| PS.17 Access to Private Property                              |                    |
| PS.18 Trenching in Private Property                           |                    |
| PS.19 Mid-Property Surface Obstructions                       |                    |
| PS.20 Work in a Restricted / Confined Area                    |                    |
| PS.21 Working Hours   |                    |
| PS.22 Site Security   |                    |
| PS.23 Finishing / Tidying and Site Maintenance                |                    |
| PS.24 Certificate from Property Owners on Completion of Works |                    |
| PS.25 Spoil Material  |                    |
| PS.26 Defects Liability Period (Maintenance Period)           |                    |
| PS.27 Connection to Existing Manholes                         |                    |
| PS.28 Uplifting Grass Sods and Relaying                       |                    |
| PS.29 Performance Monitoring of Service Providers             |                    |
| PS.30 Institutional and Social Development (ISD)              |                    |
| PS.31 Provisional Sums  |                    |
| PS.32 CCTV Inspections  |                    |
| <b>C3.3 STANDARD SPECIFICATIONS</b>                           | <b>110</b>         |
| C3.3.1 Listing of the Standard Specifications                 |                    |
| C3.3.2 Amendments to the Standard Specifications              |                    |

---

|             |   |            |
|-------------|---|------------|
| <b>C3.4</b> | <b>PARTICULAR SPECIFICATIONS</b>              | <b>134</b> |
|             | C3.4.2 EThekwini Municipality Code of Conduct |            |
| <b>C3.5</b> | <b>CONTRACT AND STANDARD DRAWINGS</b>         | <b>140</b> |
|             | C3.5.1 Contract Drawings / Details            |            |
|             | C3.5.2 Standard Drawings                      |            |
| <b>C3.6</b> | <b>ANNEXURES</b>                              | <b>142</b> |

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

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

EThekweni Water and Sanitation is providing the North Park area, in Queensburgh, with waterborne sewer reticulation. The bulk of the waterborne sewers were constructed in a previous contract and the remaining works (including the sewerage tie-in) is to be completed under this contract. The project comprises a total of approximately 1020m of 160mm diameter HDuPVC gravity sewer reticulation, within an existing "built-up" urban area, and 600m of 150mm diameter elevated ductile iron sewer across North Park which is a proclaimed protected area. The works also include the construction of a sewer pipe bridge across the Umhlatuzana River.

#### **C3.1.2 Summary of Scope of Work**

The scope of work comprises the following:

- a) Conventional open trench excavation for sewer pipes and concrete bases (provide shoring for trench depths 1.5m and greater) within road reserves, private properties and a proclaimed protected area.
- b) General site clearance.
- c) Comply with the site specific Environmental Management Programme, Water Use License and Health and Safety Specifications.
- d) Erect temporary fencing to enclose working area within private properties.
- e) Construct sewer pipe bridge across the Umhlatuzana river and manage flow.
- f) Construct elevated sewer pipeline and associated structures i.e. concrete piers, bases and manholes.
- g) Expose, maintain and protect underground services.
- h) Scan proposed pipeline route (with approved cable detecting devices).
- i) Provide protection to services that are visible and that are reflected on drawings (telephone pole; electricity cables; water meter).
- j) Removal of trees as directed by the Employers Agent's Representative and the ECO.
- k) Prepare pipe bedding and lay, backfill and compact 160mm diameter HDuPVC sewer pipe.
- l) Remove and relay existing sewer pipe.
- m) Create and maintain access to site.
- n) Accommodation of traffic
- o) Construct new sewer manholes (Type A and B benching).
- p) Construct new sewer house connections.
- q) Break into and connect to existing sewer manhole (at correct line and level) and make good all benching and deal with live sewage flow during construction.
- r) Construct retaining wall.
- s) Saw-cut asphalt roadway and driveways.
- t) Protection works i.e. gabion baskets, reno-mattress and concrete slab protection.
- u) Assessment of sewerage infrastructure damage and repair work as a result of floods.
- v) Such other work as may be deemed necessary by the engineer for the completion of the project.

**C3.1.3 Description of Site and Access**

The site is located within the southern region of eThekweni within Northdene, Queensburgh. The site is situated approximately 20km from Durban CBD and falls within Ward 63. The site can be accessed by travelling south along the N2 Freeway and taking the M7 off-ramp.

Refer to section C4: Annexures for site locality plan.

**C3.1.3 Nature of Ground and Subsoil Conditions**

A geotechnical investigation was undertaken by Geosure (Pty) Ltd within the vicinity of the site. The observations, recommendations and conclusions are highlighted in the Geotechnical Report under Part C4: Annexures.

**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:

- (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**

The Contractor will be responsible for the safe and easy passage of public traffic past and on sections of roads of which he has occupation or where work has to be done near traffic.

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

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

“Road signs and markings shall comply with the requirements of “The South African Road Traffic Signs Manual - Volume 2 : Roadworks Signing”.

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

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

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

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

The Contractor may not commence construction 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 his rates for completing works outside normal working hours.

All temporary works, deviations, preparatory work etc. within the river must be factored into the rates and must be discussed with the ECO prior to execution.

#### **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 a 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**

Payment certificates are to be prepared and submitted to the Employer on a monthly basis and shall include, but is not limited to, the following:

- CLO's timesheet and invoice/proof of payment.
- Monthly FTE data.
- Monthly CPG updates.
- Signed measurement sheets (to be signed by both the Contractor and the Clerk of Works).
- All applicable invoices.

The Contractor's tendered rates for the relevant items in the BOQ 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 sub-contractor to him), the Contractor shall at his own cost and independently of any requirement of or notice from the Employer's Agent, 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).

The contractor shall indemnify and save harmless the Employer against and from any damage or injury to the Employer 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. All services, as reflected on eThekweni's GIS System, should be shown on the construction drawings. It should be noted, however, that the information reflected on the drawings is based on data available at the time of preparing the drawings and that additional services could have subsequently been installed. The positions shown on the drawing must therefore be regarded as an approximation and it is essential that GIS be inspected prior to any excavation being carried out.

All known existing services have been indicated on the drawings. The Contractor shall make himself acquainted with the position of all existing services before any excavation or other work likely to affect the existing services is commenced.

The Contractor will be held responsible for any damage to known existing services caused by or arising out of his operations and any damage shall be made good at his own expense. Damage to unknown services shall be repaired as soon as possible and liability shall be determined on site when such damage should occur. Relocation of services shall generally be carried out by the relevant services organisation.

The following existing services are known to exist in the vicinity of the proposed works:

- Overhead Electricity Cables (ESKOM and eThekweni)
- Neotel Cables
- Eskom Cables
- Municipal Watermains (including 900mm diameter SOC water pipeline which must be carefully protected against any damage)
- Municipal Sewers
- Municipal Stormwater Pipes, Manholes and Catchpits

**PS.2.2 Proving Underground Services**

This clause must be read in conjunction with Clause SANS 1200A.8.8.4 (c), 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.

Where services are indicated on the drawings or where from site observations it 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 proving trenches is to be included in the work covered by item 1.12.11 in the BOQ.

When a service is not located in its expected position the Contractor shall immediately report such circumstances to the Employers Agent's Representative 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 Employer's cost and shall be paid in reference with SANS 1200A.8.8.4 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.

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.2.2.1 Proving Electrical Services**

2.2.1.1 Where electrical cables are known to exist in the vicinity of the proposed works and have been indicated on the drawings, the following procedures must be adhered to:-

- a) The area must be scanned, using approved cable locating devices, to confirm the horizontal position and vertical depth of the cables. The following depths may be used as a guideline:-

| <b>Class of Cable:</b>    | <b>Average Depth (mm):</b> |
|---------------------------|----------------------------|
| Low Voltage / Fibre Optic | 500                        |
| Medium Voltage            | 800                        |
| High Voltage              | 1200                       |

- b) An adequate number of pilot trenches must be excavated to expose the exact position of the electrical cables. Only hand excavation will be permitted to prevent electrocution/injury and damage to the cables.
- c) Once the exact positions of the cables have been established the TLB can be used to excavate, at a safe working distance, away from the cables.
- d) If a 300mm wide orange danger tape (reading "Danger: eThekweni Electricity High Voltage Cables") and/or concrete slabs (with the letters "ED") are exposed, this is an indication of the presence of high voltage (HV) cables below. Work must be stopped immediately and the HV Control Room must be contacted on 031-311 9447.
- e) The HV Control Room will dispatch either the HV Cables Inspector (during normal working hours) or the HV Cables Standby Superintendent (after normal working hours) to provide assistance on site. He/she will ensure that the cable is not damaged, proper soil is reinstated, the cable is free from any sharp objects, slabs are correctly repositioned and new danger tape is applied.
- f) If low/medium voltage (LV/MV) cables are uncovered (i.e. no concrete slabs found above the cables), the Contractor must contact the LV/MV Control Room on 031-311 9176 (available from 6:00am to 10:00pm) prior to any backfilling activities.
- g) The LV/MV Operations Department will dispatch an Inspector or Superintendent to check for any damage to the cables before permitting backfilling of the trench.
- h) For 24 hour assistance the following numbers may be used:-
  - Central and Central Western: 031-311 9377
  - Northern and Northern Western: 031-311 9375
  - Southern and Southern western: 031-311 9622

If there are no records of the presence of electrical cables, the area to be excavated must still be scanned using approved cable locating devices, to confirm that no cables are present.

Only if there are no cables can a TLB or other mechanical tools/equipment be used for excavation.

### **PS.2.3 Accommodation of Services**

Further to Clauses PS.2.1 - PS.2.2 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 SEWERS**

### **PS.3.1 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 sewer system. The Contractor shall be liable for any costs incurred by the Employer or others as a result of blockages in the sewer system attributed to failure to comply with the above requirement.

## **PS.4 STORMWATER**

### **PS.4.1 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 Employer or others as a result of blockages in the reticulation system attributed to failure to comply with the above requirement.

## **PS.5 MANAGEMENT OF THE ENVIRONMENT**

The Contractor shall pay special attention to the following:

### **PS.5.1 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 Employers Agent's Representative 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 Employers Agent's Representative.

### **PS.5.2 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 a 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.5.3 Environmental Management Programme (EMPr)**

A site specific EMPr has been prepared by EnviroPro (see Part C4: Annexures). The Contractor is required to comply with the requirements of the EMPr and payment shall be made under items 1.4 and 1.9.6 in the BOQ.

An Environmental Control Officer (ECO) shall be appointed to conduct monthly audits to ensure that the requirements of the EMPr are being adhered to. Payment shall be made under Provisional Sum item 1.10.5 in the BOQ.

### **PS.5.4 Water Use License (WUL)**

The proposed works triggers the following water uses in terms of the National Water Act:

- a) Section 21 (c): Impeding or diverting the flow of water in a watercourse (this relates to any construction in close proximity to wetland areas and/or 100 year floodplains).
- b) Section 21 (i): Altering the bed, banks, course or characteristics of a watercourse (this relates to any construction in close proximity to wetland areas and/or 100 year floodplains).

A WUL has therefore been obtained from the Department of Water and Sanitation (DWS) and has been attached under Part C4: Annexures.

The Contractor is required to comply with the requirements of the WUL and payment shall be made under item 1.8 and item 1.9.8 in the BOQ. Monthly audits shall be carried out by the appointed ECO to ensure that the requirements of the WUL are being adhered to.

## **PS.6 OCCUPATIONAL HEALTH AND SAFETY**

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

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

- Potentially dangerous existing services i.e. water mains, rising mains, stormwater pipelines and electrical high voltage cables - buried and overhead.
- Potentially harmful gasses and effluent when tying into the existing sewer.
- Deep excavations in soils requiring shoring.
- Construction within a river.
- Movement of construction vehicles on site, taking into consideration steep slopes, other traffic and existing services.
- Exposure to possible injuries due to mishandling or failure of power and hand tools.
- Risks related to general safety and security on site.
- Handling materials.
- Dealing with traffic.

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

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

### **PS.6.2 Health and Safety Specifications and Plans**

#### **PS.6.2.1 Employer's Health and Safety Specification**

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

In addition, the Employer's COVID 19 Health and Safety Specification has been included under Part C4: Annexures.

**PS.6.2.2 Health and Safety Plan**

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

The detailed safety plan will take into consideration the site specific risks as mentioned under PS.6.1 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.6.3 Cost of compliance with the OHS Act Construction Regulations**

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

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

## **PS.7 CONSTRUCTION AND MANAGEMENT REQUIREMENTS**

### **PS.7.1 General**

The Contractor is referred to SANS 1921: 2004 parts 1, 2, 3 and 5: Construction and Management Requirements for Works Contracts. These specifications shall be applicable to the contract under consideration and the Contractor shall comply with all requirements relevant to the project.

Certain aspects however, require further attention as described hereafter.

### **PS.7.2 Quality Assurance (QA)** *(Read with SANS 1921 – 1: 2004 clause 4.4)*

The Contractor will be solely responsible for the production of work that complies with the specifications to the satisfaction of the Employers Agent's Representative. To this end it will be the full responsibility of the Contractor to institute an appropriate Quality Assurance (QA) system on site. The Employers Agent's Representative will audit the Contractor's quality assurance (QA) system on a regular basis to verify that adequate, independent checks and tests are being carried out and to ensure that the Contractor's own control is sufficient to identify any possible quality problems which could cause a delay or failure.

The Contractor shall ensure that efficient supervisory staff, the required transport, instruments, equipment and tools are available to control the quality of his own workmanship in accordance with his QA-system. His attention is drawn to the fact that it is not the duty of the Employer's Agent or Employers Agent's Representative to act as foreman or surveyor.

### **PS.7.3 Management and disposal of water** *(Read with SANS 1921 - 1 : 2004 clause 4.6)*

The Contractor shall pay special attention to the management and disposal of water and stormwater on the site. It is essential that all completed works or parts thereof are kept dry and properly drained. Claims for delay and for repair of damage caused to the works as a result of the Contractor's failure to properly manage rain and surface water will not be considered.

The possibility of flooding shall be borne in mind by the Contractor when drawing up his tender and he shall effect relevant insurance as the Employer will accept no responsibility whatsoever for any loss or damage from such flooding, including any loss or damage to the temporary or the permanent works.

### **PS.7.4 Disposal of Spoil or Surplus Material** *(Read with SANS 1921 - 1 : 2004 clause 4.10)*

The Contractor shall dispose all surplus and unsuitable material (demolished concrete) in legal spoil areas of his own choice. He shall be responsible for all arrangements necessary to obtain such spoil sites.

### **PS.7.5 Testing** *(Read with SANS 1921 – 1 : 2004 clause 4.11)*

#### **PS.7.5.1 Process control**

The Contractor shall arrange for all tests required for process control to be done by a laboratory acceptable to and approved by the Employers Agent's Representative.

The Contractor may establish his own laboratory on site or he may employ the services of an independent commercial laboratory.

Whatever method is used, the Contractor must submit the results of tests carried out on materials and workmanship when submitting work for acceptance by the Employers Agent's Representative. The costs for these tests shall be deemed to be included in the relevant rates and no additional payment will be made for testing in this regard.

#### **PS.7.5.2 Acceptance control**

The process control test results submitted by the Contractor for approval of materials and workmanship may be used by the Employers Agent's Representative for acceptance control. However, before accepting any work, the Employers Agent's Representative may have further control tests carried out by a laboratory of his choice. The cost of such additional tests will be covered by item 1.10.3 - provisional sum provided in the BOQ, but tests that failed to confirm compliance with the specifications, will be for the account of the Contractor.

#### **PS.7.6 Survey beacons** *(Read with SANS 1921 - 1 : 2004 clause 4.15)*

The Contractor shall take special precautions to protect all permanent survey beacons or pegs such as benchmarks, stand boundary pegs and trigonometrical beacons, regardless of whether such beacons or pegs were placed before or during the execution of the contract. If any such beacons or pegs have been disturbed by the Contractor or his employees, the Contractor shall have them replaced by a registered land surveyor at his own cost.

#### **PS.7.7 Overhaul**

No payment will be made for overhaul on this contract unless provision is made therefore in specific items.

#### **PS.7.8 Pre and Post Construction Digital Photographs**

Item 1.9.9 in the BOQ has been provided to cover the cost of before and after and progress photographs during construction. The Contractor shall provide good quality photographs, per property, which must be labelled with the correct date and description.

#### **PS.7.9 Management of Meetings and Communication**

The Employer requires that at least one (1) progress meeting be held every month. The Contractor is to ensure that the relevant personnel are present at the meeting i.e. Contracts Manager, Site Agent, C.L.O etc. to discuss project progress, compliance and any other issues that may arise.

### **PS.8 SITE FACILITIES AVAILABLE**

#### **PS.8.1 Contractor's camp site and depot** *(Read with SANS 1921 - 1 : 2004 clause 4.14)*

The Contractor's office for this contract shall be as required to fulfil his obligations under the contract. The Contractor is responsible to provide a suitable site for his camp.

##### **(a) Contractor's camp site/store yard**

The Contractor shall make his own arrangements for a depot site, for the establishment of his offices, workshops, stores, sheds and all other facilities required by the Contractor for the execution of the works under this contract. The Contractor shall provide on the depot site all associated facilities required for the adequate supervision, control and execution of the works.

The Contractor's office for this contract shall be as required to fulfil his obligations under the contract. If the Employer can make any specific site available to the Contractor, such site will be pointed out to the Contractor.

The area occupied shall be neatly fenced off to denote its limit. The Contractor shall be responsible for the proper upkeep and control and security of the area for the duration of the Contract and all structures and buildings shall be kept in good repair.

Any clearing of the site that is necessary and the making good after de-establishment will be the responsibility of the Contractor.

In addition to the requirements of SANS 1200 A clause 8.3.2.2 the following conditions shall also apply:-

- (i) None of the existing roads shall be damaged in any way.
- (ii) It shall be the responsibility of the Contractor to make good any damage caused to the camp site area or any improvements on it, including services, and for reinstating it to its former condition when vacated. The standard of reinstatement must be to the satisfaction of the Employer's Agent; Director: Real Estate and/or Director of Parks, Recreation and Beaches Department; or other owner. Particular attention should be directed to these requirements and written clearances from the relevant Departments or other owners will be required.

(b) Notice Board

The typical notice board layout is given in Section C4: Annexures. The following requirements shall apply with regards to the notice board:

- (i) The wording in the space for "Project Title" shall be: **CONSTRUCTION OF NORTH PARK SEWER RETICULATION TIE-IN AND ASSOCIATED WORKS**
- (ii) The words to follow "Designed" shall be: **ETHEKWINI WATER AND SANITATION WASTEWATER DESIGN BRANCH**
- (iii) The notice board shall be of sufficient size to accommodate the eThekweni Municipality Logo.

### **PS.8.2 Accommodation of Employees**

No employees except for security guards will be allowed to sleep or be accommodated on the site in urban areas.

No housing is available for the Contractor's employees and the Contractor shall make his own arrangements to house his employees and to transport them to site.

No informal housing or squatting will be allowed.

The Contractor shall provide the necessary ablution facilities at his camp site and the site of the works for the use of his employees. Chemical toilets only will be allowed where temporary facilities have to be provided.

### **PS.8.3 Power supply, water and other services**

The Contractor shall make his own arrangements concerning the supply of electrical power, water and all other services. No direct payment will be made for the provision of electricity, water and other services.

The cost thereof shall be deemed to be included in the rates and amounts tendered for the various items of work for which these services are required, or in the Contractor's preliminary and general items as the case may be.

#### (a) Water for Works

The Contractor shall allow in his establishment rates for the securing of a suitable water supply, the payment of any connection fee and for any water charges for the duration of the contract.

#### (b) Power supply for works

The power supply authority is eThekweni Electricity Services Unit. The Contractor will be responsible for arranging for whatever temporary supplies may be required and he will be required to bear all costs involved and to pay the ruling tariffs applicable to such supplies.

## **PS.9 SITE FACILITIES REQUIRED**

### **PS.9.1 Facilities for the Engineer/ Clerk of Works**

The rate tendered by the Contractor shall be deemed to include for providing and maintaining a single office (one room) with a floor area of at least 13m<sup>2</sup> and a ceiling height of at least 2.3m. The office shall be lockable and waterproof. Ablution facilities for the sole use of the Clerk of Works shall also be provided. The office furnishings shall include:

- a) One standard office table or desk.
- b) Ten chairs.
- c) Meeting facilities with a table and chairs to seat at least 10 people (for the purpose of monthly site meetings).
- d) Acceptable lighting.
- e) A connection for electricity.
- f) Air conditioning.

## **PS.10 DRAWINGS**

Any information in the possession of the Contractor which is necessary for the Engineer's Representative to complete the "as-built" drawings must be submitted to the Engineer's Representative before a certificate of completion will be issued. Only figured dimensions shall be used and drawings shall not be scaled unless so instructed by the Employers Agent's Representative. The Employers Agent's Representative will supply any figured dimensions, which may have been omitted from the drawings.

**PS.11 DRAWINGS AND SPECIFICATIONS TO BE PROVIDED**

The Contractor shall be entitled to receive free of charge, the following:-

- (a) THREE (3) paper copies of each drawing; and
- (b) ONE (1) paper copy of the signed Contract Document.

**PS.12 CONTRACTOR'S PLANT**

The Employers Agent's Representative shall have the right to order the immediate removal, from the site, of any plant which he may deem to be unsatisfactory for the proper execution of the work. The Contractor shall obtain without delay satisfactory plant to replace that removed. Any costs arising out of the removal and subsequent replacement of plant shall be to the Contractor's account.

**PS.13 BARRICADING OF EXCAVATIONS**

All excavations in road reserves and in any other areas in close proximity to pedestrian and vehicular traffic are to be barricaded to the satisfaction of the Employers Agent's Representative. All costs arising from these requirements are to be included in the tendered rates.

**PS.14 LENGTH OF TRENCHES**

No trenches may be left open over the Builder's break. The cost of backfilling any trenches before the shut down and re-opening thereof after the shutdown period shall be for the Contractor's account. Unless otherwise permitted in writing by the Employers Agent's Representative, no more than **200m** of trench shall be opened in advance of pipe laying operations.

**PS.15 TEMPORARY WORK**

The Contractor shall carry out such temporary work, including the necessary access and construction roads, shoring of trenches and excavations etc. as he may require to enable the permanent work to be constructed. He shall allow for the cost of all temporary works, including their removal, in his rates.

**PS.16 TESTING**

The Employers Agent's Representative will require the following testing to be applied to all pipelines laid under this contract:-

- a) Air Testing
- b) Mirror Testing

Additional testing required by the Employers Agent's Representative under this contract includes:-

- i) Concrete Cube Testing
- ii) Density Testing

The Contractor shall allow in his general pipe laying, excavation and concrete rates for all inspections and tests and for the supply of all necessary equipment that may be required for these tests and/or inspections by the Employers Agent's Representative.

**PS.17 ACCESS TO PRIVATE PROPERTY**

The Contractor shall give written notice to the owner of each property crossed by the sewer, of construction work to be undertaken on the property at least 7 calendar days prior to commencement of work within their property. The Contractor shall only be allowed to work within private properties during the agreed times stipulated by the home owner.

The Contractor shall ensure that works within each property is completed within two (2) weeks of commencement. The Contractor shall keep the occupants of affected properties advised at all times prior to disrupting access to, or egress from their properties.

Vehicular and pedestrian access may not be denied to occupants of affected properties unless prior approval has been obtained in writing from the occupants concerned and the Employers Agent's Representative.

The Contractor must make allowance in his rates for all necessary bridging of excavations in order to permit uninterrupted access at all times.

**PS.18 TRENCHING IN PRIVATE PROPERTY**

Trenching in private property shall be carried out manually. Trenching by mechanical means will only be allowed with the written permission from the land owner and the Employers Agent's Representative.

**PS.19 MID-PROPERTY SURFACE OBSTRUCTIONS**

In addition to the clearing of vegetation and paved areas in private properties, work within the properties will include excavation in close proximity to buildings, fences and electric light poles. In some cases walls or fences might even cross the line of excavation.

The Contractor shall take every precaution and exercise due care by propping or dismantling the fences or structure and/or by shoring the excavation to ensure that the works do not cause any damage to the structures or property improvements. Where walls or fences cross the line of the trench, the excavation shall generally be carried out in heading in order to avoid disturbing them.

Where an obstruction is encountered such that it is not possible to excavate underneath it in heading and this condition is agreed with the Employers Agent's Representative before commencing excavation, the Contractor shall carefully demolish or remove the obstruction and stockpile.

**PS.20 WORK IN A RESTRICTED / CONFINED AREA**

Due to the presence of structures and certain underground and overhead services which exist on the site, the Contractor may experience difficulty in working in a confined or restricted space. Tenderers are to take cognisance of this fact and allow for the difficulty of working in a restricted space in the rates. No additional payment will be made for this requirement.

**PS.21 WORKING HOURS**

The Contractor is referred to the requirements of Clause 5.8 of the General Conditions of Contract. Work shall only be carried out within the normal working hours as defined in that clause (i.e. 07h00 to 17h00 on Monday

to Fridays). No work shall be permitted to be carried out on any weekends or public holidays, which shall include public holidays not considered as paid holidays for the Civil Engineering Industry unless authorised by the Employers Agent's Representative and the Ward Councillor.

#### **PS.22 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. The Contractor shall provide in his rates as he deems necessary for security during the entire duration of the project and no separate payment will be made for payment of security.

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 organizations or entities that may result in slowing down or partial or total stoppage of the works. The Contractor must ensure that all his employees as well as the employees of his subcontractors are able to identify themselves as members of the construction team.

#### **PS.23 FINISHING / TIDYING AND SITE MAINTENANCE**

During the progress of the work and upon its completion, the site of the works shall be kept and left in a clean and orderly condition. The Contractor shall at all times store materials and equipment for which he is responsible in an orderly manner, and shall keep the site free from debris and obstruction.

Progressive and systematic finishing and tidying will form an essential part of this contract. On no account must spoil, rubble, materials, equipment or unfinished operations be allowed to accumulate in such a manner as to unnecessarily impede the activities of others, and in the event of this occurring, the Employer shall have the right to withhold payment for as long as may be necessary in respect of the relevant works in the area(s) concerned without thereby prejudicing the rights of others to institute claims against the Contractor on the ground of unnecessary obstruction.

Finishing and tidying must not be deferred to the end of the contract. The works will not be certified as finally complete until the whole of the works, including all finishing and tidying, has been fully completed to the satisfaction of the Employers Agent's Representative.

#### **PS.24 CERTIFICATE FROM PROPERTY OWNERS ON COMPLETION OF WORK**

After completion of all construction work across any property, the Contractor shall obtain from the owner of such property, a signed certificate addressed to the Contractor confirming that the property has been reinstated to the owner's satisfaction.

#### **PS.25 SPOIL MATERIAL**

No indiscriminate spoiling of material will be allowed. All surplus or unsuitable material shall be spoiled in designated areas as directed by the Employers Agent's Representative, unless otherwise specified in the Project Specifications.

**PS.26 DEFECTS LIABILITY PERIOD (MAINTENANCE PERIOD)**

The defects liability period shall be 12 months and shall be calculated from the date of completion of the works as certified by the Employer's Agent. It is noted that only one date shall be certified for the completion of the works.

Once the works have been handed over to the Employer, any repairs to the works deemed necessary will generally be undertaken by the Employer. Should such repairs be found to be the result of poor workmanship by the Contractor, then the cost of the repairs will be invoiced to the Contractor.

Where any repairs to the works will not affect consumers, the Employer's Agent may decide to instruct the Contractor to effect such repairs, in which case the repairs must be completed within the period specified by the Employer's Agent.

**PS.27 CONNECTION TO EXISTING MANHOLES**

The existing walls, pipework, channel and benching are to be broken out. The new sewer pipe shall be built in at the correct line and level, the channel and benching re-constructed in accordance with the standard drawings and the manhole walls repaired - all as directed by the Employers Agent's Representative.

The rate is to include for the supply of labour, equipment and materials required for the breaking of the manhole wall and pipework, any modification to the benching of the existing manhole, setting the new pipe to the correct level, making good the manhole wall, disposal of all unsuitable or surplus material and dealing with live sewage flow.

**PS.28 UPLIFTING GRASS SODS AND RELAYING**

Neatly mark out the area where sods are to be uplifted and wet the area to facilitate lifting of sods. Using spades or a grass kicker, cut out sods over the width of the trench, in neat sections, complete with roots, and place clear of excavation in preparation for replanting after trench has been backfilled. Sods are to be watered regularly whilst being stockpiled to prevent them from drying out. After the trench has been backfilled, replace the topsoil and apply a fertilizer and compost mixture [premixed at a rate of 1m<sup>3</sup> of compost with 20kg of 2:3:2 (22)] at a rate of ½ kg to every meter of trench.

Replace stockpiled grass sods, tamp down and water regularly until re-established. Should the stored sods be damaged in their removal or become non-viable due to lack of watering, the Contractor will be required to replace these with instant lawn.

**PS.29 PERFORMANCE MONITORING OF SERVICE PROVIDERS**

The performance of service providers that have been selected to provide municipal services is required, by Section 116 of the Municipal Finance Management Act, to be monitored and reported on (see Cl. 53 of the SCM Policy). Performance monitoring will be in line with the SMART principle as laid out in eThekweni Municipality's Organisational Performance Framework (Specific, Measurable, Achievable, Realistic and Time-framed). The performance of the Contractor will be summarised in reports on a quarterly basis via Performance Assessment Reports.

The table below indicates the provisional KPIs that will be applicable to this contract. The criteria will be reviewed and finalised prior to commencement of construction. The Employers Agent's Representative will discuss the applicable KPIs with the contractor and this will be minuted.

Any changes to the performance criteria thereafter must be agreed to by the Employers Agent's Representative and the Contractor and such changes must be signed by both parties and attached to the contract document.

|                            | KPI Description  | Contractor's Score     |                          |                           |                  |                            |
|----------------------------|--|------------------------|--------------------------|---------------------------|------------------|----------------------------|
|                            |  | 0%<br>No<br>Submission | 40%<br>Non-<br>Compliant | 60%<br>Poor<br>Compliance | 80%<br>Compliant | 100%<br>Fully<br>Compliant |
| 1.                         | Time Management - progress of works are in line with the approved programme.   |                        |                          |                           |                  |                            |
| 2.                         | Quality control - works are being constructed according to project specifications (including quality control testing).     |                        |                          |                           |                  |                            |
| 3.                         | Health and Safety compliance requirements are being monitored regularly and adhered to.                                    |                        |                          |                           |                  |                            |
| 4.                         | Approved CPG implementation plan is being adhered to.  |                        |                          |                           |                  |                            |
| 5.                         | All labour issues are being timeously and appropriately addressed with the CLO and Ward Councillor.                        |                        |                          |                           |                  |                            |
| 6.                         | Timeous and accurate submission of monthly payment certificates and required information (e.g. FTE data, CPG updates etc.) |                        |                          |                           |                  |                            |
| 7.                         | Environmental compliance requirements are being monitored regularly and adhered to.  |                        |                          |                           |                  |                            |
| 8.                         | As-built data is being accurately recorded monthly.  |                        |                          |                           |                  |                            |
| <b>Total Average Score</b> |  |                        |                          |                           |                  |                            |

KPIs will be regularly evaluated and scored by the Employer and the Employers Agent's Representative. The Contractor must score a total average score of at least **70%** indicating that his performance is above average. Where continuously low scoring is observed the necessary measures must be taken in order to improve the performance of the Contractor.

A final Performance Assessment will be completed, by the Employers Agent's Representative, upon final completion of the works. The assessment shall be based on the Contractor's overall performance on the project and shall be submitted to the Employer.

**PS.30 INSTITUTIONAL AND SOCIAL DEVELOPMENT (ISD)**

The Contractor is required to appoint a suitably qualified ISD Consultant prior to construction (provision has been made under Provisional Sum item 1.10.9 in the BOQ). The responsibilities of the ISD Consultant shall include, but is not limited to, the following:

- a) Engage with the Ward Councilor, Business Forums and relevant stakeholders prior to construction.
- b) Form a Project Steering Committee and facilitate monthly meetings.
- c) Resolve community issues.
- d) Facilitate communication between the appointed Contractor and Sub-Contractors.
- e) Attend community meetings (which may take place after business hours).

**PS.31 PROVISIONAL SUMS**

The Contractor must ensure the following procedure is carried out when appointing sub-consultants/ sub-contractors under the contract:

- a) Prepare a Request for Quotation (RFQ) document, in consultation with the Employer, defining functionality requirements, scope of work and BILL.
- b) Advertise tender to the public through the Employer's Notice Board.
- c) Obtain a minimum of 3 quotations.
- d) Assess quotations and recommend the lowest, most responsive tenderer.
- e) Appoint the recommended tenderer.

The Contractor shall make allowance for the above in his tendered rates and no further payment shall be made in this regard.

The Contractor is required to undertake the following tasks upon appointment of service providers:

- a) Managing the programme and performance of the service provider.
- b) Managing and inspecting quality.
- c) Preparing and processing payment certificates.
- d) All other work identified by the Employer with respect to the service providers.

**PS.32 CCTV INSPECTIONS**

CCTV camera to be minimum 720p Video Quality and video format is to be mp4 format. Report of CCTV inspection carried out is to be included in the Rate. CCTV Camera light is to have sufficient lumens of light to accurately see the condition of the pipe. Engineer to check the quality on site for approval of quality of video and lumens of light for the CCTV Camera equipment.

**PS.33 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 "Provisional Sum" item 1.10.7 in the Preliminary & General Section of the Bill of Quantities taking cognisance of all statutory requirements such as UIF, SDL etc. The contractor will be required to submit to the Engineer, proof of payment to the CLO and timesheets prior to the processing of monthly payment certificates.

Payment to the CLO will be based on the number of hours worked, i.e. the CLO will be paid for each hour worked instead of a flat monthly rate.

**C3.3: STANDARD SPECIFICATIONS**

**C3.3.1** South Africa Bureau of Standards Standardised Specifications for Civil Engineering Construction SABS 1200, also now referred to as SANS 1200. This document is obtainable separately, and Tenderers shall obtain their own copies of the applicable Sections.

| <b>Part</b> | <b>Description</b>         | <b>Date of Issue</b> |
|-------------|----------------------------|----------------------|
| A           | General                    |                      |
| C           | Site Clearance             |                      |
| D           | Earthworks                 |                      |
| DB          | Earthworks (Pipe Trenches) |                      |
| DK          | Gabions and Pitching       |                      |
| GA          | Concrete (Small Works)     |                      |
| LB          | Bedding (Pipes)            |                      |
| LD          | Sewers                     |                      |

### **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 A General  
PS C Site Clearance  
PS D Earthworks  
PS DB Earthworks (Pipe Trenches)  
PS GA Concrete (Small Works)  
PS LB Bedding (Pipes)  
PS LD Sewers

**PSA GENERAL****PSA-3 MATERIALS****PSA-3.1 quality**

Add the following to this clause:

Where there is a standardisation mark programmed for any material, all such material supplied shall bear the official standardisation mark.

Alternative materials or equipment proposed by the Contractor shall be tested. The test, as well as the materials or equipment, shall be approved by the Engineer prior to any such materials or equipment being built into the works and all costs involved in testing shall be deemed to be included in the rates tendered.

**PSA-3.3** Add the following new Sub-Clause:**Ordering of Material**

The quantities set out in the Schedule of Quantities have been carefully determined from calculations based on data available at the time and should therefore be considered to be only approximate quantities. The liability shall rest entirely and solely with the Contractor to determine before ordering, the required types and quantities of the various materials required for the completion of the works in accordance with the Specifications and the Drawings issued to the Contractor for construction purposes.

Any reliance placed by the Contractor on the estimated quantities stated in the Schedule of Quantities issued for tendering purposes, or measurements made by the Contractor from the drawings issued for tendering purposes, shall be entirely at the Contractor's risk, and the Employer accepts no liability whatever in respect of materials ordered the Contractor on the basis of Tender Documents.

**PSA-4. PLANT****PSA-4.2 Contractor's Offices, Stores and Services**

Add the following to this clause;

"The Contractor's construction camp shall be fenced off and shall contain all offices, stores, workshops, testing laboratories, toilet facilities, etc. The camp shall be kept neat and clean at all times and all surplus or rejected material shall be removed from the site.

No personnel will be allowed to reside on the Site. The Contractor shall be responsible for the security of his construction camp and of the construction Site, at his own cost. Only night-watchmen may be on the Site after hours.

**PSA-4.2.1** Site Diary

A site diary, in triplicate format, which will be supplied by the Contractor, must be filled in on a daily basis and submitted to the Engineer on a weekly basis. No claims will be considered without the site diary's schedules properly completed (on a daily basis) and submitted."

**PSA-5. CONSTRUCTION****PSA-5.1** **Survey****PSA-5.1.1** Setting out of the Works

Add the following to this clause;

"The Contractor shall check all reference pegs, bench marks and line pegs well before he intends constructing any portion of the Works. Should any peg have been disturbed or any discrepancy in the positions or levels be discovered, the Engineer shall be informed as soon as possible in writing, but in any event at least 7 days before such construction is due to start. If no written statement is received from the Contractor it will be held that the Contractor has satisfied himself that the positions and levels of the reference pegs and bench marks are correct."

**PSA-5.1.2** Preservations and Replacement of Beacons and Pegs Subject to the Land Survey Act

Delete the first sentence in the 2<sup>nd</sup> paragraph, "Before the commencement of construction.....compile a list of such pegs that are apparently in their correct positions.", and replace with the following;

"Before commencing work on the site the Contractor shall locate and mark all survey beacons within and on the perimeter of the site. The marking shall consist of a cairn of stones painted white and iron standard to the approval of the Engineer protruding at least one metre above the ground. Should any beacon be found to be missing or disturbed during the initial search, the Engineer must be informed in writing immediately. The Engineer will immediately arrange for the beacon to be

re-established by a registered Land Surveyor at no expense to the Contractor. Should any beacon be disturbed or destroyed during the contract for whatever reason, it will be replaced by a registered Land Surveyor at the Client's expense under item 1.13.1 in the BILL. Allowance must be made by the Contractor for beacons which may be unavoidably disturbed during the contract."

**PSA-5.1.3** Add the following new Sub-clause:As-Built Data

The Contractor shall submit the following "As-Built" data to the Engineer's Representative to enable the Engineer's Representative to complete the required record drawings before a Certificate of Completion will be issued: -

(a) y, x and z co-ordinates of all sewer manholes, house connections, concrete piers and bend points of rising mains.

(b) cover and invert levels of all sewer manholes and bend points of rising mains.

The Contractor is required to tabulate this information in an electronic format that can be accessed on Microsoft Excel 2013. The data on the excel spreadsheet must be correctly labelled in accordance with the final revision of the construction drawings for ease of reference. Certificate of Completion will only be issued by the Engineer once all the above-mentioned as-built information has been provided to his satisfaction.

#### **PSA-5.2 Watching, Barricading, Lighting and Traffic Crossings**

Add the following to this clause;

##### Temporary Traffic Signs

The Contractor shall provide, erect and maintain on the site and at such positions on the approaches to the site all traffic signs necessary for the direction and control of traffic.

The details of all such signs, which shall conform to the current Road Traffic Ordinance and the departmental publication entitled "Safety in Road Construction", must be approved by the Engineer before erection.

The signs shall be reflectorised or adequately illuminated at night in a manner approved by the Engineer and kept clean and legible at all times. The Contractor shall reposition, cover or remove signs as required during the progress of the works.

#### **PSA-5.4 Protection of Overhead and Underground Services**

Replace with the following:

The Contractor is reminded of his obligations in terms of Clause 31 (1) of the Conditions of Contract and Special Conditions of Contract to prove the actual position of all services on site before any work commences in the vicinity of the services.

The Contractor is further required to measure accurately the chainage and level at which these services occur and to report this information to the Engineer for comparison with the contract drawings prior to work commencing in the vicinity of the services.

The drawings illustrate the positions of services as accurately as has been possible to ascertain from existing records. However, it is possible that there are services existing which are not reflected on the Contract drawings which might have an effect on the works. Therefore, the Contractor must take cognisance of the above possibility and provide sufficient flexibility within his programme of works to accommodate any alterations that might be necessary.

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 adjustments, without the prior consent of the Engineer.

Buried electrical and telephone cables shall be exposed using hand tools initially before allowing the uncontrolled use of picks and other implements, or before using machines to excavate. Supporting or diverting cables must be done by, or in consultation with, officials of the Electricity Service Unit, Eskom or Telkom respectively.

When cables are not in the positions shown on the drawings and cannot be found after proving trenches have been put down, assistance may be obtained by calling an official from the appropriate authority during office hours.

Existing services including water mains, sewer pipes, stormwater pipes and drains, electricity and telephone lines, cables, poles and conduits shall be protected, supported, maintained in service and restored to the condition in which found by the Contractor at his expense, or where necessary by the appropriate authority at the Contractor's expense.

Provided that where it is necessary to relocate such existing services, such relocation shall be arranged by and carried out at the Employer's expense.

#### **PSA-5.7 SAFETY**

Add the following to this clause;

"The Contractor will refer to the OHS Act 1993 Safety Specification. In addition the Contractor shall provide security watchmen and all measures necessary to secure the works for the contract as he deems fit. The cost thereof will be deemed to be included in the relevant rates tendered. The Contractor must ensure that all his employees as well as the employees of his subcontractors are able to identify themselves as members of the construction team."

#### **PSA-5.8 Ground and Access to Works**

Add the following to this clause;

"Where necessary the contractor will make provision for temporary gates, ramps and roads to obtain access to the site. Where it involves these activities, the Contractor will obtain the necessary approvals from the land owners to do so. On completion of operations the Contractor shall restore the ground surface, wherever it may have been disturbed, to its original condition by filling in all ruts with material similar to the material within the rut and levelling the ground and, where necessary, planting grass and shrubs as may be required. Any boundary fences which have been removed or damaged by his operations and activities shall be repaired and/or reinstated at the Contractor's expense".

**PSA-5.9** Add the following new Subclause:

**Accommodation of Traffic**

"Where construction work has to be carried out on or near public roads, the Contractor shall deal with traffic as specified in 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 is also referred to Project Specification PS.1.3.

**PSA-5.10** Add the following new Subclause:

**Daywork**

Dayworks is to be understood to be work and/or material, the provision of which cannot, in terms of the contract be measured in the normal items of the Schedule of Quantities and has to be measured in terms of time and cost.

Payment for work on a daywork basis will only be made if:-

- a) It is agreed by the Engineer to be outside the specified scope of a measured item in the Contract.
- b) It is carried out in response to a written instruction by the Engineer.
- c) The records of plant, labour and material are submitted daily for the consideration of the Engineer and duly approved.

The rates tendered in the Daywork Schedule shall be taken to be the full inclusive rates at which the scheduled services are available, including the use of small tools, maintenance and repair of all equipment together with overheads and profits.

**PSA-8. MEASUREMENT AND PAYMENT**

**PSA-8.5 Sums Stated Provisionally by the Engineer**

Add the following to this clause:

Provisional Sums have been included in the Bill of Quantities for works that may be undertaken during construction. The engineer will specify the works package and a rate will be requested from the Contractor. The rates offered during construction shall also be inclusive of all tasks associated with the completion of the works. The Engineer and Employer reserves the right to reject rates that are deemed to be unreasonable. The Contractor will then be required to re-price such items until the Engineer and Employer are satisfied.

**PSC SITE CLEARANCE****PSC-3. MATERIALS****PSC-3.1 Disposal of Material**

Add the following to this clause;

Material obtained from clearing must be disposed off site by the Contractor at his expense. The Contractor will be held responsible for observing by-laws and regulations of the relevant local authority and for any injury to persons and damage to property caused by any fire starting on site, in his camp, or a fire started for any reason by his employees, regardless of whether such injury or damage is the direct or indirect result of such fire. The Contractor shall indemnify the Employer against all claims or damages arising from this source. Burning of combustible material shall not be allowed.

**PSC-5. CONSTRUCTION****PSC-5.2.3.2 Individual Trees**

Delete the second sentence of the Sub-Clause and substitute the following:-

The amount of the penalty payable by the Contractor for the removal or damage by him of a tree designated for preservation shall be R500 for each tree having a girth of less than 1000mm and R1 000 for each tree having a girth of 1000mm or more, notwithstanding any penalties imposed by the Environmental Authorities for damage to protected trees in terms of the Act.

**PSC-5.3 Clearing****PSC-5.3.1 Add the following new Sub-Clause:**

Where the pipeline route crosses an existing fence, a section of fencing not exceeding 5.0m in length may be removed temporarily during construction and thereafter reinstated to a condition not worse than the original as soon as the pipeline has been installed and backfilled in the immediate vicinity of the crossing. For the period while the existing fence is dismantled, the Contractor shall erect, the end of each day's operations, a temporary fence to close the gap in the existing fence.

**PSC-5.6 Conservation of Topsoil**

Add the following to this clause;

All topsoil shall be conserved for later use by stockpiling clear of the working area.

**PSD EARTHWORKS (SANS 1200 D)****PS.D.1 CONSTRUCTION METHODS OF LATERAL SUPPORT TO COLUMN EXCAVATIONS**

The Contractor shall be responsible for the design and installation of all shoring which must be designed, detailed and supervised by a Registered Professional Engineer. The shoring must not only comply with all of the relevant safety regulations pertaining to the provision of safe working conditions in earthwork excavations but will also provide sufficient lateral support to prevent any damage to adjacent structures services or road surfaces. The Tenderer shall submit with his tender a detailed method statement to indicate how he proposes to install & maintain verticality of the sheet piles for the approval by the engineer.

**PSD-2 INTERPRETATIONS****PSD-2.3 Definitions**

Replace the definition "Borrow" with the following:-

"Borrow material: material, other than materials obtained from excavations required for the works, obtained from sources such as borrow pits or the authorised widening of excavations. 'Borrow' shall have a corresponding meaning."

Replace the definition "Stockpile" with the following:-

"Stockpile (Verb): The process of selecting and, as may be necessary, loading, transporting and off-loading material in a designated area for later use and a specific purpose."

Add the following definitions:-

"Fill: An embankment or terrace constructed from material obtained from excavations or borrow. In roads it includes the earthworks up to the underside of the selected sub-grade level.

Fill (Material): Material used for the construction of an embankment or terrace.

Roadbed: The natural in-situ material on which the fill, or in the absence of fill, any pavement layers, are to be constructed."

**PSD-5 CONSTRUCTION****PSD-5.1 Precautions**

**PSD-5.1.1.3 Explosives**

Replace with the following:

Blasting is not permitted under this contract.

**PSD-5.2 Methods and Procedures****PSD-5.2.5 Transport for Earthworks****PSD-5.2.5.1 Freehaul**

Replace sub-clause 5.2.5.1 (b) with the following:

All movement of materials from commercial sources, borrow pits selected by the Contractor, cut, fill, trench excavations and spoil materials will be regarded as freehaul.

**PSD-8 MEASUREMENT AND PAYMENT****PSD-8.2 Scheduled Items**

PSC-8.2.11 Add the following new sub-clause:

Fences

Separate payment will be made for dealing with fences in the manner specified in PSD 5.3.1 above as scheduled.

**PSDB EARTHWORKS (PIPE TRENCHES)****PSDB-3 MATERIALS****PSDB-3.1 Classes of Excavation**

Replace with the following:

For the purpose of measurement and payment excavated material will be classified under two headings:-

Soft

This shall be material that can be efficiently removed or loaded, without prior ripping by heavy plant, and without the use of explosives or systematic drilling, wedging or splitting.

Hard

This shall be material that cannot be efficiently removed by heavy plant and can only be removed after blasting and in the case of restricted excavation - using systematic drilling. The engineer's decision as to the classification of the excavated material shall be final.

**PSDB-3.5 BACKFILL MATERIALS**

Add the following sub-clauses:

c) The Contractor shall take positive steps to avoid burying or contaminating material which would be suitable for use as backfill as described in a) and b)".

d) Where scheduled in the BOQ, or directed by the Engineer, stabilized backfill material shall be stabilized with 4% cement by mass, and the backfill material shall not have a PI exceeding 10."

**PSDB-5 CONSTRUCTION****PSDB-5.1 Precautions**

PSDB-5.1.5 Add the following new sub-clause:

Trench Excavations

"The precautions for excavations as specified in Clause 5.1.1 of SANS 1200 D, 1200 DA, shall also apply to all trench excavations.

The Contractor shall take all the steps necessary to ensure that no person is required or allowed to work in a trench or any other unsupported overhanging excavation which is more than 1,5 m deep, and any excavation which has not been adequately supported, shored or braced if there is any danger whatsoever of the sides of the excavation collapsing. The support, shoring or bracing to be designed and constructed by the Contractor, shall be strong and sturdy enough to support the sides of the excavation in question."

**PSDB-5.3 Site Clearance**

Add the following to this clause:

"The Contractor shall dispose of all surplus and unsuitable material on a site to be found by him and approved by the Engineer. All costs related to the disposal of surplus material shall be deemed to be included in the tendered rates.

Where pipes are to be laid the Contractor will be allowed to clear a strip of 3.0m wide along the centre-line of the trench. No vegetation outside this strip may be damaged without the written approval of the Engineer.

All trees with a girth of 250mm or a height of 2.5m within this strip, shall be protected and may only be trimmed or removed after a written order by the Engineer.”

#### **PSDB-5.4 Excavation**

Add the following to this clause:

Excavation for manholes and chambers shall be taken out simultaneously with the trench excavations to the net plan dimensions of the structure.

In no case shall the Contractor excavate more than 200 m ahead of the pipe laying gang. The requirements of this clause may be relaxed as far as any road crossing are concerned, at the discretion of the Engineer.

The contractor will be held responsible for all costs arising from the need to place imported fill, stabilized fill or mass concrete in the bottom of the trench excavation as a result of over excavation of the pipe trench.

Where the trench excavation crosses surfaced roads (including concrete and premix surfaced roads), the Contractor shall be responsible for saw-cutting through the existing surfacing on both sides of the centreline of the pipeline, removing the cut surfacing to spoil, and neatly excavating the material between the two grooves. The cost of this work, where not scheduled separately, shall be deemed to be included in the rates for excavation.

#### **PSDB-5.5 Trench Bottom**

Delete the following:

".... in the manner directed" and insert ".... in areas to be arranged by the Contractor acceptable to the Engineer".

Add the following:

When the trench bottom is unsuitable due to waterlogged conditions, at the instruction of the Engineer, the Contractor shall excavate and lay a 200mm layer of 19mm crushed stone mat wrapped in geofabric (bidem) with a 160mm overlap.

Where the bottom of the trench has been loosened during excavation, it shall be compacted to 90% Mod AASHTO density prior to pipe laying and bedding. Where the bottom of the trench has been excavated to a depth greater than that specified or ordered, the Contractor shall at his own expense replace the excess material so removed with fine granular material compacted to 90% Mod AASHTO density or with 10Mpa concrete, as directed by the Engineer.

**PSDB-5.6 Backfilling****PSDB-5.6.1 General**

Add the following to this clause;

After the pipes have been laid, no backfilling shall be undertaken until the pipes have been inspected and approved by the Engineer. The Contractor may use his discretion as to whether to backfill around joints before the pipeline is hydraulically tested and should he decide to backfill the joints he will be responsible for the locating of any leaks and no extra payment will be made for any re-excavation and subsequent reinstatement.

**PSDB-5.6.2 Materials for Backfilling**

Add the following to this clause;

The Contractor is to indicate to the Engineer if unsuitable material for backfilling is encountered.

Imported material for backfilling shall be obtained from designated areas or commercial sources and paid for as specified in SABS 1200 DB Clause 8.3.3.1 on written instruction from the Engineer.

**PSDB-5.6.4 Disposal of Intermediate and Hard Rock Material**

Add the following to this clause;

Surplus and/or unsuitable excavated material must be disposed of at a site found by the Contractor and approved by the Engineer.

**PSDB-5.6.8 Transport for Earthworks for Trenches**

Add the following to this clause;

For this contract all haul will be regarded as free haul and the cost of transportation of all materials will be deemed to be included in the rates and prices tendered in the bill of quantities. No overhaul will be payable on this contract.

**PSDB-7 TESTING**

**PSDB-7.1** Notwithstanding the contents of Clause 7.1, the Contractor shall bear the cost of all quality control tests regardless of whether the tests indicate acceptable compaction or not.

The following are the minimum frequencies for the process control tests to be executed by the Contractor at his own expense:

- Pipe bedding: one density test on each of the following layers for every 25m of pipe trench:-
  - a) Above the first 100mm layer
  - b) 100mm above crown level of pipe
  - c) 300mm above crown level of pipe
- Normal trench backfilling: one density test on every 300mm layer for every 25 m of pipe trench.
- Backfilling in areas subject to vehicle loads: one test on each 150mm layer for each road crossing.

The positions of this minimum number of density tests shall be determined randomly by the Contractor and shall be clearly documented with the results. The results of the tests shall be submitted to the Engineer and shall prove to the Engineer that the work as a whole was done satisfactorily.

The Engineer could order additional tests, over and above the minimum tests. Payment for these tests will be made under payment item 1.10.5 if the tests indicate that the density is as specified. If any tests fail, the cost of such tests shall be for the account of the Contractor.

## **PSDB-8 MEASUREMENT AND PAYMENT**

### **PSDB-8.1 Basic Principles**

Add the following to this clause;

Disposal of surplus and/or unsuitable material will be as specified in DB-5.6.3 and DB-5.6.4. No additional payment other than the tendered scheduled rates will be made for such disposal of material.

### **PSDB-8.3 Scheduled Items**

#### PSDB-8.3.1

PSDB-8.3.2 (b) (1) Delete this sub-item.

#### PSDB-8.3.3 Excavation Ancillaries

##### PSDB-8.3.3.3 Compaction in Road Reserves

Add the following to this clause;

Compaction in road reserves and under segmented paving (where applicable) must be to 93%

Mod AASHTO minimum density. The measurable quantity will be m<sup>3</sup> and the rate shall include all layer materials and different compaction densities.

#### PSDB-8.3.3.4 Overhaul

Delete this Clause and item as well as all references to restricted free-haul as overhaul is not applicable to this Contract.

#### PSDB-8.3.4 Particular Items

##### PSDB-8.3.4(a) Shore trench opposite structure or service

Add the following to this clause;

Where trenches are excavated in close proximity to structures, these lengths of trench must be adequately supported to prevent any damage to the structures.

The Contractor will be held responsible for any damage to the structures resulting from subsidence of foundations or related causes which may be attributed to his negligence.

It must also be noted that sites with poorly consolidated embankments will require shoring in the trenches.”

##### PSDB-8.3.5 Existing Services that Intersect or Adjoin a Pipe Trench

Add the following to this clause;

The contractor must allow for all necessary liaison with the relevant authorities and any delay that may be incurred to work resulting therefrom in rates tendered.

##### PSDB-8.3.8 Add the following new sub-clause:

Supply, mix and place soilcrete with 4% ordinary Portland cement with approved gravel in road crossings where instructed by the Engineer .....Unit: m<sup>3</sup>

The soilcrete will be measured net by volume to the specified width and depth. The rate shall cover the cost of formwork and the soilcrete.

The soilcrete will be mixed with a mechanical concrete mixer.

Typically the volume of cement required will be as follows:

Density of soil x percentage required

= 1890kg/m<sup>3</sup> x 4%

= 76kg of cement per cubic meter of soil

**PSGA CONCRETE (SMALL WORKS)****PSGA-3 MATERIALS****PSGA-3.1 Approval of Materials**

Add the following to this clause;

Materials used shall be non-toxic and shall not impart any odour, taste or colour to water in streams or rivers that come into contact with completed structures.

**PSGA-3.2 Cement****PSGA-3.2.1(a) Cement**

Add the following to this clause;

“Unless otherwise agreed to by the Engineer, the cement used shall be Portland Cement complying with SANS 50197-1.”

Add the following new clause:

**PSGA-3.2.1(b) Fly Ash Cement Extender**

Fly Ash (FA) shall be obtained from only one source and shall be tested and approved in terms of SABS 1491 Part 2.

**PSGA-3.2.2 Storage of cement**

Add the following to this clause;

“Notwithstanding the requirements of Sub-clause 3.2.2, cement and other cementitious materials shall not be kept in storage on site for longer than three months.”

**PSGA-3.3 Water**

Add the following to this clause;

The Contractor shall ensure that the temperature of mixing water is kept low. Storage containers shall be painted white and shall be protected from direct sun by being covered in shade cloth.

**PSGA-3.4 Aggregates**

Add the following to this clause:

“The maximum water demand of the fine aggregate shall be 190l/m<sup>3</sup>. Coarse aggregates shall have a low coefficient of thermal expansion of not greater than 10x10<sup>-6</sup>/°C and shall have a maximum water absorption <1%. Aggregates to be used shall be tested in accordance with subsection C-15 of SABS 1083 or alternatively the source material supplier shall submit a test

certificate to confirm that they are not potentially alkali-reactive. The Contractor shall be responsible for locating the sources of all aggregates. The tendered rates shall therefore be deemed to allow for.

- a) the Contractor satisfying himself at tender stage by means of test and test mixes by an accredited laboratory of his source aggregate materials that he intends to use, the importation of aggregates, if necessary, that do comply with this specification.”

#### PSGA-3.4.3 Storage of Aggregates

Add the following to this clause:

“In order to reduce concrete placement temperature, the coarse aggregate shall be protected under shade cloth and sprayed with water on hot days.”

Add the following new sub-clauses:

#### PSGA-3.4.4 Admixtures

Add the following:

“A mid or high range water reducing agent and superplasticiser complying with ASTM C 494-81 type F or G is usually required to minimise the water requirement and improve workability, thereby reducing shrinkage and creep and improving water tightness”.

#### PSGA-3.4.5 Air-entraining agents

No air-entraining agents shall be used.

Add the following new clause:

### **PSGA-3.8 Spacers**

Spacers of approved design include approved plastic or other propriety spacers, or purpose made precast mortar blocks. Tie wires shall be fully galvanized. Mortar blocks shall be made of the same mix as the mortar of the concrete in which they are placed.

The mortar shall be accurately batched and well compacted. The mortar blocks shall be cured in water for seven days.

### **PSGA-5 CONSTRUCTION**

#### PSGA-5.2.3 Removal of formwork

Add the following to this clause:

“Early stripping of wall and column formwork is preferred as this will reduce peak hydration temperature. The contractor shall however submit proposed stripping times for the Engineer’s approval.”

## **PSGA-5.4 Concrete**

### PSGA-5.4.1.4 Prescribed mix concrete

Add the following to this clause:

“A concrete mix design shall ensure adequate strength, durability, and impermeability.

This can be achieved by using high cement content and a low water-cement ratio with mid or high range water reducers to help assure adequate workability. The use of extenders in the mix will produce a low permeable concrete and reduce peak hydration temperature.

The Contractor’s concrete mix design shall be submitted to the Engineer for approval. At least six weeks before placing any concrete on the Works, the Contractor shall supply and deliver to the laboratory, at his own cost, samples of the aggregates he proposes to use in the concrete mixes.”

### PSGA-5.4.1.6 Ready-mixed concrete

Add the following to this clause:

“Concrete produced at a central concrete production facility other than at the site of the Works shall be accepted for use in the Works. Tests on ready mixed concrete shall be carried out on site in accordance with Clause 7 of SABS 1200G.”

### PSGA-5.4.5 Placing

Add the following to this clause:

“The Contractor shall ensure that adequate measures are in place to avoid the occurrence of plastic shrinkage and settlement cracks, especially in slabs.

Considering the location of the pipe bridge planned for construction, the contractor shall submit a method statement for placement of concrete for approval by the Engineer.”

### PSGA-5.4.7 Curing and protection

Replace the existing clause with the following:

- b) Curing shall commence as soon as practically possible after casting of concrete and the curing period shall be **not less than 7 days**.
- c) Curing compounds shall not be permitted.
- d) Columns shall be thoroughly sprayed with water immediately after removal of formwork. Columns shall then be wrapped in a double layer of hessian, watered and covered with white or other approved light pigmented plastic sheets. Column heads shall be well watered several times per day to ensure that water penetrates down the hessian over the full height of the columns. Plastic sheeting to be maintained in place.
- e) The duration and intervals of water application shall be determined and adjusted on site to allow for adverse conditions such as high temperatures and/or dry, windy conditions.

Add the following new clause:

#### **PSGA-5.4.11 Grouting**

(b) Grouting of formwork tie-holes:

The tie-hole voids shall be roughened by wire brushing. The area shall be pre-wetted and coated with an approved cementitious bonding slurry. While the bonding slurry is still wet the void shall be filled with an approved non-shrink grout. The area shall immediately be covered with a patch consisting of wet absorbent material (underfelt or hessian) covered with plastic.

Add the following new clause:

#### **PSGA-5.4.12 Adverse weather conditions**

The Contractor shall ensure that the concrete temperature at time of placement **does not exceed 30°C**.

If it is expected that the maximum air temperature on the day of casting will exceed this limit, then concrete shall not be cast on that day, unless special precautions, approved by the Engineer, are taken to limit the temperature of placed concrete. Concrete temperature readings and air temperature readings (in shade) shall be taken just before placement and recorded in the QA file (applicable also to off-site batching).

### **PSGA-8 MEASUREMENT AND PAYMENT**

#### **PSGA-8.8 HD Bolts and Miscellaneous Metal Work**

Add the following to this clause:

(a) U-Bolts

The brackets shall be fixed to the cradle as per the construction drawings using M16 (GR A4) stainless steel U-Bolts with holes which are filled with Sikadur 32. The unit of measurement shall be number (No.) and the rate shall include for all materials reflected on the construction drawings including the stainless steel, bolts, sleeves, washers, nuts, as well as all labour, plant and equipment required to complete the installation.

(b) HD Bolts

The brackets shall be fixed to the cradle as per the construction drawings using M16 (GR A4) stainless steel HD-Bolts with holes which are filled with Sikadur 32. The unit of measurement shall be number (No.) and the rate shall include for all materials reflected on the construction drawings including the stainless steel, bolts, sleeves, washers, nuts, as well as all labour, plant and equipment required to complete the installation.

Add the following new clause:

### **PSGA-8.9 Concrete Pipe Cradles**

Where directed by the Engineer, concrete pipe cradles shall be cast on site prior to installation. The dimensions shall be 520mm (L) x 150mm (H) X 230mm (W) and shall be constructed using 30MPa/19mm concrete with Y12 main reinforcement. The precast concrete cradle shall be fixed to the pipe bridge using 20 mm diameter sleeves to suit 4M16 stainless steel HD bolts for the entire thickness of the cradle, with 2 x bolts on either side of the cradle and the holes filled with Sikadur 32.

The unit of measurement shall be number (No.) and the rate shall include for all materials reflected on the construction drawing 56748-18-D and 56748-19-D. Including the sleeves, reinforcement, Sikadur 32 as well as all labour, plant and equipment required to complete the installation.

Add the following new clause:

### **PSGA-8.10 Pipe Fixing Bracket**

The ductile iron pipeline shall be fixed to the reinforced concrete cradle/support using a stainless steel purpose made fixing bracket 75mm wide with cradle 6mm thick and clamps 16mm thick, with a 6mm thick Neoprene rubber strap wrapped around the pipe.

The unit of measurement shall be number (No.) and the rate shall include for all materials reflected on the construction drawings including the stainless steel brackets, bolts, sleeves, washers, nuts, Neoprene straps, Denso mastic compound, Sikadur 32 as well as all labour, plant and equipment required to complete the installation.

## **PSLB BEDDING (PIPES)**

### **PSLB-3 MATERIALS**

#### **PSLB-3.1 Selected Granular Material**

Add the following to this clause;

Alternatively, a clean coarse river sand may be used.

#### **PSLB-3.2 Selected Fill Material**

Add the following to this clause;

The Contractor must allow in his rates for the provision of selected fill material from trenches for screening prior to placing in trenches in order to remove unacceptable material. Screened material must be to the Engineer's Approval.

**PSLB-3.3 Bedding**

Add the following to this clause;

Bedding materials such as river sand or similar approved non-cohesive materials shall be compacted to 90% Mod. AASHTO (except for under roadways) and is required for the entire contract.

**PSLB-3.3.1 Bedding for Subsoil Drains**

Add the following new sub-clause:

Bedding for subsoil drains shall be 19mm, singly graded stone for concrete complying with the requirements for SABS 1083.

It shall be placed 100mm thick under the pipes and to provide a cover of 200mm to the subsoil pipe, and shall be fully wrapped in a geo-fabric blanket Grade C, with a minimum lap of 150mm.

Construction, measurement and payment for subsoil drains shall be in accordance with the requirements of SABS 1200DB.

**PSLB-3.4 Selection****PSLB-3.4.1 Suitable Material Available from Trench Excavation**

Add the following to this clause;

Notwithstanding the requirements of this clause and Clause 3.7 of SABS 1200 DB regarding the use of selective methods of excavating, the Contractor shall use selective methods of excavating that will ensure that material that is suitable and may be required for bedding, is not buried or contaminated by unsuitable material.

**PSLB-6 TOLERANCES****PSLB-6.1 Moisture Content and Density**

Add the following to this clause;

The degree of accuracy shall be II.

**PSLB-8 MEASUREMENT AND PAYMENT****PSLB-8.1 Principles****PSLB-8.1.1 Supply of Bedding Materials Measured Separately**

Add the following to this clause;

The measurement for bedding shall be the total through length along the centre of the pipeline measured HORIZONTALLY.

PSLB-8.1.3 Volume of Bedding Materials

Add the following to this clause;

The volume of bedding material shall exclude the volume taken up by the pipe.

PSLB-8.1.6 Freehaul

Add the following to this clause;

All haul of material for bedding cradle and selected fill obtained from excavations on site shall be regarded as freehaul.

**PSLB-8.2 Scheduled Items**

PSLB-8.2.5 Overhaul of Material for Bedding Cradle and Selected Fill Blanket

This item is not applicable to this contract.

**PSLD SEWERS**

**PSLD-3 MATERIALS**

**PS LD-3.5 Manholes, Chambers, etc.**

PSLD-3.5.9 Add new sub-clause:-

High Alumina Cement

High Alumina Cement (HAC) shall comply with the requirements of BS 915 and its use shall be in accordance with the manufacturer's instructions for rendering only.

PSLD-3.5.2 Pre-cast Concrete Sections

Add to Sub-Clause:

Joints between wall sections shall be primed and sealed with an approved BITUSEAL and BITUSTRIP respectively.

**PSLD-5.6.2 Benching**

PSLD-5.6.2.3 Replace this sub-clause with the following:

All benching and sloping surfaces of the manhole floor shall be rendered in 20mm thick 1:2 High Alumina Cement (HAC) and finished smooth and true with a steel trowel and rounded at corners and edges.

**PSLD-3.5.8 Manhole covers and frames**

Add to the first paragraph of the Sub-Clause:

Precast concrete manhole covers and frames shall comply with the applicable requirements of SABS 1294. The precast concrete lid cover shall be so designed as to withstand a point load, as specified in Clause 8.7 of SABS 1294, in the centre of the lid of 50kN for light duty covers and 100kN for heavy duty covers.

**PS LD-5 CONSTRUCTION****PS LD-5.6 Manholes, Inspection Chambers etc.****PS LD-5.6.1 (f) General**

Add new sub-clause:-

Where new manhole rings are utilised to repair or extend existing manholes, the Contractor shall ensure water tight junctions, even when the diameter of the new manhole rings vary from the old "imperial" rings. If necessary adaptor rings are to be utilised.

**PS LD-5.6.2.4 Repair Benching**

Add new sub-clause:-

Any damaged benching shall be removed to a sound substrate, repaired and reinstated.

The benching shall be reinstated with Grade 25/13 concrete overlain with a minimum 20mm thick HAC rendering layer consisting of one part of High Alumina Cement to three parts clean sand, as directed by the Engineer.

**PSLD-8 MEASUREMENT AND PAYMENT****PSLD-8.2 SCHEDULED ITEMS**PSLD-8.2.3 Manholes

Add the following to this clause:

Manholes shall be measured according to depth complete, allowing for precast concrete manhole covers and lids as specified.

All specials to be built into the invert of the manhole as detailed will not be measured separately but will be deemed to be included in the unit cost for a manhole. Allow for testing as specified in Clause PSDL.7.2.6.

PSLD-8.2.11 Connection to Existing Sewer at Manholes

Delete the first two lines and replace with:

The new sewer line is to be connected to the existing manhole. The tendered sum is to include for breaking into the existing manholes, caulking in the new pipe and for demolishing and reforming benching as required, making the manholes watertight again and for dealing with the flow of sewage at the manholes during the intervening period of time.

**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 EThekwini Municipality Code of Conduct.

### **C3.4.1 : CODE OF CONDUCT**

#### **Applicable to the Procurement of Goods, Services, Engineering and Construction Works**

#### **1. INTRODUCTION**

Section 217.(1) of the Constitution of the Republic of South Africa reads as follows:

“When an organ of state in the national, provincial or local sphere of governments, or any other institution identified in national legislation, contracts for goods or services, it must do so in accordance with a system which is fair, equitable, transparent, competitive and cost-effective”.

It goes without saying that, in addition to the foregoing requirements, it is essential that the procurement of goods and services, including engineering and construction works, by eThekweni Municipality should not be affected, or tainted, by illegal action, or default, at any stage of the process, by any party involved.

The foregoing serves to establish the broad framework within which an action, or default, by any party to the procurement process should be judged. Any action, or default, which conflicts with the objectives of section 217.(1) of the Constitution, or which is illegal, is unacceptable.

A party to the procurement process, who wittingly, commits an unacceptable action, or default, renders itself liable to the appropriate sanction, or even, in the case of an illegal action, or default, to prosecution.

This document contains examples of actions, or defaults, by parties to the public procurement process, which are unacceptable. The lists of examples are, however, not exhaustive and each party must, itself, assess whether an action, or default, would be unacceptable in the light of section 217.(1) of the Constitution, or be illegal.

#### **2. INVOLVEMENT OF PARTIES IN THE PROCUREMENT PROCESS**

The various parties that could be involved in the procurement of goods, services and engineering and construction works by a public process are the following, which are denoted by capital initial letters in this document.

**Employer:** Any Output Unit or Department within eThekweni Municipality procuring goods, services or engineering and construction works, including other public bodies/ partners assisting in, or exercising control over, the procurement process e.g. Procurement and Tenders Sub-Committee etc.

**Official:** An employee of the Employer.

**Agent:** One who acts on behalf of the Employer.

- Consultant:** A professional service provider engaged by the Employer.
- Tenderer:** One who submits a competitive bid for the supply of goods, services, or engineering and construction works to the Employer.
- Contractor:** The successful Tenderer to whom the Employer awards the contract for the supply of goods, services, engineering or construction works.
- Subcontractor:** One who contracts to a Contractor to assist the latter in the execution of his/her contract by supplying certain goods, services, or works.
- Representative:** A political, or other, representative of the public, or of the private sector, who serves on the Procurement and Tenders Sub-committee responsible for policy, oversight of the appointment process or approving any aspect of procurement by eThekweni Municipality.

### 3. UNACCEPTABLE ACTIONS AND ESSENTIAL PRACTICES

Examples of actions which are unacceptable and essential practices, which would constitute unacceptable defaults if not observed, are given below. The schedules are not exhaustive, but serve to highlight unacceptable actions and defaults which are more commonly encountered.

#### 3.1 The Employer

The Employer should, himself, or through his officials, or agents:

- 3.1.1 Not invite tenders without having a firm intention to proceed with the procurement.
- 3.1.2 Ensure that the basis on which tenders will be adjudicated is clearly set out in the tender documents and that tenders are adjudicated and awarded accordingly.
- 3.1.3 Ensure that the tender documents are clear and comprehensive and set out the rights and obligation of all parties.
- 3.1.4 Not breach the confidentiality of information, particularly intellectual property, provided by Tenderers in support of their tenders.
- 3.1.5 Not attempt to “trade off” Tenderers against each other in an attempt to obtain better offers.
- 3.1.6 Ensure that all Tenderers are fairly treated and that tenders are adjudicated without bias.
- 3.1.7 Ensure that, except when extra ordinary circumstances dictate otherwise, transparency is maintained in the tendering process.

This implies, *inter alia*, inviting tenders as widely and publicly as possible, opening tenders in public and reading out/ making available key information, such as tender

- prices, basic award criteria and times required for completion, and, in due course, making known to unsuccessful Tenderers the outcome of the adjudication process.
- 3.1.8 Ensure that his/her obligations in terms of contracts with Contractors and Consultants are scrupulously and timeously met, particularly in regard to making payments and giving decisions.

### **3.2 Officials**

An Official should:-

- 3.2.1 Strictly observe all code of conduct laid down by the Employer.
- 3.2.2 Ensure that he is not responsible for an unacceptable action, or default, being attributed to the Employer.
- 3.2.3 Not allow himself/herself to be influenced in the execution of his/her duties by any consideration other than the legitimate and reasonable interests of the Employer.
- 3.2.4 Not accept any gifts, favours or other considerations, of anything more than token value from any other party to the procurement process.
- 3.2.5 Administer contracts in an even-handed manner.
- 3.2.6 Disclose any circumstance which may possibly be construed as constituting a conflict of interest and excuse himself/herself from deliberations in such matters

### **3.3 Agents**

An Agent should, insofar as is relevant, act in the same way as the Official is expected to Act in terms of Section 3.2.

### **3.4 Consultants**

A Consultant should:

- 3.4.1 Strictly observe the code of conduct laid down by the body governing his/her profession.
- 3.4.2 Act in an impartial manner towards all other parties in the procurement process and take account of the legitimate and reasonable interests of them all.
- 3.4.3 Not accept gifts, favours or other considerations, of anything more than token value from any other party to the procurement process.
- 3.4.4 Not undermine the development objectives of the Employer through tokenism, fronting or any other misrepresentation.
- 3.4.5 Disclose any circumstance which may possibly be construed as constituting a conflict of interest and excuse himself/herself from deliberations in such matters.

### 3.5 Tenderers

A Tenderer should:

- 3.5.1 Not, except for the purpose of joint venture formation, become involved in collusion with other Tenderers, or potential Tenderers.
- 3.5.2 Not exchange information regarding tenders with any other Tenderer prior to the closing date for tenders.
- 3.5.3 Not knowingly price his/her tender in such a way as to gain an unfair advantage from an obvious error, or oversight, in the tender documents.
- 3.5.4 Not attempt, in any way, to influence the tender adjudication process.
- 3.5.5 Not approach any Representative or Official directly in connection with a tender, subsequent to the closing of all tenders.
- 3.5.6 Tenders only on projects for which they are capable of executing with the resources they are able to marshal in accordance with the terms and conditions of contracts.

### 3.6 The Contractor

The Contractor should:

- 3.6.1 Undertake the contract with the objective of fulfilling it in accordance with the needs of and in the best interests of the Employer and, in pursuit of this objective, co-operate with all other parties in the procurement process.
- 3.6.2 Aim to meet all statutory and contractual obligations fully and timeously in regard to, inter alia, conditions of employment, occupational safety, training, employment of subcontractors and fiscal matters.
- 3.6.3 Not attempt to influence the judgement, or actions, of Consultants, Officials/Agents, or Representatives by inducements of any sort.
- 3.6.4 Employ Subcontractors only on the basis of fair, unbiased, written subcontracts.
- 3.6.5 Not engage in unfair, or unethical, practices in order to drive subcontract prices down.
- 3.6.6 Not make unwarranted claims for additional payment, or time, in the belief that "nothing venture, nothing gain".
- 3.6.7 Not approach any Representative directly in connection with a contract.
- 3.6.8 Not undermine the development objectives of the Employer through tokenism, fronting or any other misrepresentation.

### 3.7 Subcontractors

A Subcontractor should, insofar as is relevant, act in the same way as the Contractor is expected to act in terms of Section 3.6.

### **3.8 Representatives**

A Representative should:

- i. Perform his duties in an unbiased and conscientious manner, bearing in mind the legitimate interest of all parties to the procurement process and the public.

3.8.2 Not entertain representations, except through the Employer or such person as may be delegated by the Employer, from any Consultant, Tenderer, Contractor, or Subcontractor, in regard to a tender, or contract.

3.8.3 Not allow himself to be unduly influenced by, or accept any gifts, favours or other considerations from any party which might have an interest in the procurement process.

3.8.4 Disclose any circumstance which may possibly be construed as constituting a conflict of interest and excuse himself/herself from deliberations in such matters.

### **3.9 Penalties**

Where there is non-compliance with this code of conduct, sanctions and/penalties will be applied as follows:

#### **3.9.1 Officials and Representatives**

Reference to the Multi- Disciplinary Team in the first instance and thereafter, appropriate action by Management, if applicable.

#### **3.9.2 Contractors/suppliers**

Depending on the severity of the non-compliance, a contractor/supplier may be disqualified as a registered contractor/supplier for a period of not less than six months. Over and above that financial penalties may be imposed in terms of the Conditions of Contract.

**C3.5: CONTRACT AND STANDARD DRAWINGS****C3.5.1 LIST OF CONTRACT DRAWINGS**

| <b>Dwg No</b> | <b>Description</b>                          |              |
|---------------|---|--------------|
| 56748         | Overall Sewer Layout and Manhole Data Table | Sheet 1 of 8 |
| 56748         | Sewer Layout                                | Sheet 2 of 8 |
| 56748         | Sewer Layout                                | Sheet 3 of 8 |
| 56748         | Sewer Layout                                | Sheet 4 of 8 |
| 56748         | Sewer Long-section                          | Sheet 5 of 8 |
| 56748         | Sewer Long-section                          | Sheet 6 of 8 |
| 56748         | Sewer Long-section                          | Sheet 7 of 8 |
| 56748         | Structural Details for Sewer Pipe Bridge    | Sheet 8 of 8 |

The drawings issued to tenders as part of the tender documents must be regarded as provisional and preliminary for the tenderer's benefit to generally assess the scope of work.

The work shall be carried out in accordance with the latest available revision of the drawings approved for construction (AFC).

At commencement of the contract, the Employers Agent's Representative shall deliver to the Contractor copies of the AFC drawings and any instructions required for the commencement of the works. From time to time thereafter during the process of the works, the Engineer may issue further drawings for construction purposes as may be necessary for adequate construction, completion and defects correction of the works.

All drawings and specifications and copies thereof remain the property of the Employer, and the Contractor shall return all drawings and copies thereof to the Employer at the completion of the contract.

**C3.5.2 LIST OF STANDARD DRAWINGS**

The Standard Drawings to which these Standard Engineering Specifications refer are listed below and are attached under Part C4: Site Information.

| <b>Dwg No</b> | <b>Description</b>                                       | <b>Date of Issue</b> |      |
|---------------|--|----------------------|------|
| 38570         | Ring Manholes  | February             | 1990 |
| 38574         | Sewer Manholes: Ramp, Backdrop and Channelling Details   | February             | 1990 |
| 38575         | Sub-Soil Drain, Pipe Bedding and Pipe Protection Details | February             | 1990 |
| 38577         | Kerbing Detail   | February             | 1990 |
| SR 14/98      | Property Terminal Connection                             |                      |      |
| SR 20/99      | Typical House Connection                                 |                      |      |

**C3.6: ANNEXURES**

C3.6.1 Health and Safety Specification

C3.6.2 Water Use Authorisation

C3.6.3 Environmental Management Programme

### C3.6.1 Health and Safety Specification

### C3.6.2 Water Use Authorisation

### C3.6.3 Environmental Management Programme

---

**PART C4: SITE INFORMATION**

C4.1 Locality Plan

C4.2 Geotechnical Investigation

C4.3 Typical Notice Board

C4.4 Contract Drawings

C4.5 Standard Drawings

C4.1 Locality Plan

## C4.2 Geotechnical Investigation

C4.3 Typical Notice Board

C4.4 Contract Drawings

C4.5 Standard Drawings