

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

ENGINEERING UNIT

Roads and Stormwater Maintenance Department

PROCUREMENT DOCUMENT

INFRASTRUCTURE

CONTRACT No.: 1M-18861

TITLE: Emergency Works – Frame work contract for the repair and rehabilitation of civil and structural works related to paved and unpaved road infrastructure for the Roads and Stormwater Maintenance department within EtheKwini Municipality for 24 months

Clarification Meeting: There will be no clarification meeting.

Issued by:

ENGINEERING UNIT

ENGINEERING UNIT

Roads and Stormwater Maintenance Department

Date of Issue: June 2022

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NAME OF TENDERER:

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

Tenders are hereby invited for the works to undertake **Emergency works - Frame work contract for the repair and rehabilitation of civil and structural works related to paved and unpaved road infrastructure for the Roads and Stormwater Maintenance department within EtheKwini Municipality for 24 months**

(F.1.1.1) The Employer is the eThekwini Municipality as represented by **Deputy Head: RSWM**

It is estimated that tenderers should have a CIDB contractor grading designation of **1 or Higher CE** (or higher).

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

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

(F.2.7) **There will be no clarification meetings. Bidders are requested to submit email queries related to the bid. All emailed queries are to be submitted by 2022-07-01. Email question and answers will be consolidated and posted on eTenders/ Municipal website for the benefit of all tenderers by 2022-07-08.**

(F.2.8) Queries relating to these documents may be addressed to the Employer's Agent's Representative whose contact details are: **A. Naidoo , 031 322 6830 (t) , adrian.aidoo@durban.gov.za**

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

(F.2.15) Tender offers shall be delivered on or before **Friday, 15 July 2022** at or before **11:00**

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

PART T1: TENDERING PROCEDURES

T1.2: TENDER DATA

T1.2.1 STANDARD CONDITIONS OF TENDER

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

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

T1.2.2 TENDER DATA

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

F.1: GENERAL

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

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

- 1) This procurement document.
- 2) Drawings, issued separately from this document (or alternately: Bound in Section C3.4 as an Annexure).
- 3) "General Conditions of Contract for Construction Works – 3rd Edition 2015" issued by the South African Institution of Civil Engineering (GCC 2015). This document is obtainable separately, and Tenderers shall obtain their own copies.
- 4) "City of Durban Technical Specifications" hereinafter referred to as the Standard Engineering Specifications. This document is obtainable separately, and Tenderers shall obtain their own copies of the applicable Sections.
- 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 Occupational Health and Safety Act No 85 and Amendment Act No 181 of 1993, and the Construction Regulations (2014).
 - The Construction Industry Development Board Act No 38 of 2000 and the Regulations issued in terms of the Act (July 2013).
 - The Preferential Procurement Policy Framework Act No 5 of 2000.
 - SANS 1921:2004 – Construction and Management Requirements for Works Contract, Parts 1-3.
 - The Employer's current Supply Chain Management Policy.
 - Any other eThekweni Policy documents referenced in the Tender Documents.

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

- www.durban.gov.za or

- <https://etenders.treasury.gov.za/>

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

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

- X. Mjaja (Pr. Tech Eng)
- Tel: 031 311 7001 (t)
- Email: xola.mjaja@durban.gov.za

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

F.2: TENDERER'S OBLIGATIONS

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

- (a) the Tenderer does not comply with the legal requirements as stated in the Employer's current SCM Policy;
- (b) the Tenderer cannot provide proof that he is in good standing with respect to duties, taxes, levies and contributions required in terms of legislation applicable to the work in the contract;
- (c) 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.
- (d) If the tenderer is required by law to prepare annual financial statements for auditing, the tenderer must submit their audited annual financial statements:
 - i) for the past three years; or
 - ii) since their establishment if established during the past three years;

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

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

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

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

"Addenda will be published, in electronic format, on the National Treasury's eTenders website (see F.2.2.2 above). Tenderers are to ensure that the eTenders website is consulted for any published addenda pertaining to this tender until three days before the tender closing time as stated in the Tender Data."

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

F.2.7 Clarification meeting: [There will be no clarification meetings. Bidders are requested to submit email queries related to the bid. All emailed queries are to be submitted by 2022-07-01. Email question](#)

and answers will be consolidated and posted on eTenders/ Municipal website for the benefit of all tenderers by 2022-07-08.

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. : 1M-18861
- Contract Title : Emergency Works – Frame work contract for the repair and rehabilitation of civil and structural works related to paved and unpaved road infrastructure for the Roads and Stormwater Maintenance department within EtheKwini Municipality for 24 months

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

the Municipal Building, 166 K.E. Masinga Road

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

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

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

- Date : Friday, 15 July 2022
- Time : 11:00

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

F.2.20 Submit securities, bonds, policies: The tenderer is required to submit with his tender a letter of intent from an approved insurer undertaking to provide the Performance Bond to the format included in Part T2.2 of this procurement document.

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

CIDB Registration

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

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

The date of obtaining the above printouts is to be indicated on the printout. Registration with the CIDB must be reflected as "Active" at time of tender closing.

Tax Clearance

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

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

B-BBEE Status Level of Contribution

The Amended Construction Sector Code (Government Gazette No.41287) is applicable to the B-BBEE compliance measurement of all entities that fall within the Construction Sector.

The requirements for measurement and verification of entities are contained in the “Amended Code Series CSC000: Framework for Measuring Broad Based Black Economic Empowerment in the Construction Sector”, as published in Notice 931 of 2017, Government Gazette No.41287 of 01/12/2017.

The requirements are summarised in the following table:

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

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

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

Central Supplier Database (CSD)

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

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

F.3: THE EMPLOYER'S UNDERTAKINGS

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

F.3.2 Issue addenda: Add the following paragraph: “Addenda will be published, in electronic format, on the National Treasury's eTenders website. In the event that the Clarification Meeting is compulsory, Addenda will only be issued to those tendering entities appearing on the Clarification Meeting Register.”

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

F.3.11 Evaluation of Tender Offers: The procedure for evaluation of responsive Tender Offers will be in

accordance with the Employer's current SCM Policy, the Preferential Procurement Policy Framework Act (5 of 2000).

The procedure for the evaluation of responsive tenders is on the basis of functionality.

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

The **90/10** preference points system will be used where the financial value (incl. VAT) of all responsive tenders received have a value in excess of R 50,000,000 for all task orders issued. The Formula used to calculate the **Price Points**, and the **Preference Points** that will be allocated, will be according to the specified PPPFA.

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

The minimum number of evaluation points for Functionality is **60**.

Only submissions meeting the minimum evaluation points will be considered responsive.

Types of work contemplated in terms of this Framework Contract are works undertaken within the scope of the Roads and Stormwater Maintenance Department functions in what is constituted as emergency situations related to the following:

- Bulk Earthworks: cut to fill, cut to spoil, import to fill & undercut (dumprock)
- Formation & Gravel Wearing Course (Layerworks)
- Protection Works: gabions, reno mattresses, loffelstein retaining structures
- Surface & Sidewalk Repairs
- Cleaning of roads & stormwater structures
- Repairs to Guardrails, Speedhumps, Road Signs & refurbishment of road marking
- Landscaping
- Construction of minor drainage structures
- Stormwater pipework
- Reinforced concrete works
- Repairs to paved road network

Respondents must have proven experience in the types of work contemplated in terms of this document in order to be eligible to tender.

Contractors will be evaluated in 3 categories for inclusion in the Framework Contract to be formed based on the estimated value of work. The 3 categories will be as follows:

- Minor works (up to R3m)
- Intermediate works (R3m up to R20m)
- Major works (Greater than R20m)

Minor works shall be for CIDB grades 1, 2 and 3 CE up to R3m, Intermediate works for 4,5 and 6 CE contractors up to R20m and major works only for 7CE and above contractors.

The employer will appoint suitably qualified experienced tenderers to various types of works and

categories of work based on the information provided.

Employer reserves the right to appoint any civil engineering contractor in any category of the works for specialist works if it is deemed necessary.

The Employer will determine the category of work for the Tenderer based on the information provided.

The CIDB grading of each contractor will determine the limitation of the value of work that can be awarded in terms of the Framework Contract.

The requirements for the Major Works will be more demanding than that of the Intermediate Works category. As such, it is considered likely that only experienced tenderers with a CIDB grading of at least 7 CE or more would be able to compete for any appointment to the framework for major works.

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

Level 0	Level 1	Level 2	Level 3	Level 4	Level 5
0	20	40	60	80	100

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

Minor Works:

Functionality Criteria / Sub Criteria	Maximum Points Score	
Tenderer's Experience	60	
Experience of Key Staff	Site agent	20
	Foremen	20

Maximum possible score for Functionality (M_s) 100

Intermediate and Major Works:

Functionality Criteria / Sub Criteria	Maximum Points Score	
Tenderer's Experience	60	
Experience of Key Staff	Contracts Manager	15
	Site agent	15
	Foreman	10

Maximum possible score for Functionality (M_s) 100

Unless otherwise stated, evaluation criteria will be adjudicated with respect to the contract specific Scope of Work, as specified in Part C.3. The prompts for judgement for each of the evaluation criteria are listed below:

Criterion : Tenderer's Experience Note: "similar nature" implies projects of a similar nature with respect to the Scope Tenderers are to submit appointment letters and signed copies of completion certificates	
Level	Prompts for Judgement
Level 0	No information provided OR submission of no substance / irrelevant information provided
Level 1	Minor Works: Tenderer has completed 1 project relevant to the type of work within the past 5 years. Intermediate works: Tenderer has completed 1 project relevant to the type of work within the past 5 years Major Works: Tenderer has completed 1 project relevant to the type of work within 5 years
Level 2	Minor Works: Tenderer has completed 2 project relevant to the type of work within the past 5 years. Intermediate works: Tenderer has completed 2 projects relevant to the type of work within the past 5 years Major Works: Tenderer has completed 2 projects relevant to the type of work within 5 years
Level 3	Minor Works: Tenderer has completed 3 project relevant to the type of work within the past 5 years. Intermediate works: Tenderer has completed 3 projects relevant to the type of work within the past 5 years Major Works: Tenderer has completed 3 projects relevant to the type of work within 5 years
Level 4	Minor Works: Tenderer has completed 4 project relevant to the type of work within the past 5 years. Intermediate works: Tenderer has completed 4 projects relevant to the type of work within the past 5 years Major Works: Tenderer has completed 4 projects relevant to the type of work within 5 years
Level 5	Minor Works: Tenderer has completed 5+ project relevant to the type of work within the past 5 years. Intermediate works: Tenderer has completed 5+ projects relevant to the type of work within the past 5 years Major Works: Tenderer has completed 10+ projects relevant to the type of work within 5 years

MINOR WORKS – UP TO R3M [1,2, and 3 CE]

INTERMEDIATE WORKS – UP TO R20M [4,5 and 6 CE]

MAJOR WORKS – GREATER THE R20M [7,8 and 9CE]

The tenderer will only be evaluated on his submission of experience works undertaken (within the past 5 years) for each of the following

TYPES OF WORKS:

1	Construction of side, earth, mitre and subsoil drains
2	Re-gravelling of unpaved roads
3	Bulk earthworks and pavement layers
4	Construction of minor drainage structures
5	Stormwater pipework
6	Erosion protection works
7	Gabions
8	Reinforced concrete works
9	Repairs to paved road network

MINOR WORKS – UP TO R3M [1,2, and 3 CE]:

Criterion : Project Organogram and Experience of Key Staff		
Note 1: "experience" implies experience on projects of a similar nature with respect to the Scope		
Note 2: "accredited degree / diploma" implies a minimum 3 yr qualification, from a registered University or Institute of Technology.		
	SITE AGENT	FOREMAN
Level 0	No information provided OR submission of no substance / irrelevant information provided	No information provided OR submission of no substance / irrelevant information provided
Level 1	Relevant accredited diploma / degree in Civil Engineering and less than or equal to 2 year's experience.	Less than or equal to 3 year's experience
Level 2	Relevant accredited diploma / degree in Civil Engineering and greater than 2 years up to and including 4 years experience.	Greater than 3 year's up to and including 5 years experience
Level 3	Relevant accredited diploma / degree in Civil Engineering and greater than 4 years up to and including 7 years experience.	Greater than 5 years up to and including 8 years experience
Level 4	Relevant accredited diploma / degree in Civil Engineering and greater than 7 up to and including 9 year's experience.	Greater than 8 years up to and including 10 years experience
Level 5	Relevant accredited diploma / degree in Civil Engineering and greater than 9 year's experience.	Greater than 10 year's experience

INTERMEDIATE WORKS – UP TO R20M [4,5 and 6 CE]:

Criterion : Project Organogram and Experience of Key Staff Note 1: "experience" implies experience on projects of a similar nature with respect to the Scope Note 2: "accredited degree / diploma" implies a minimum 3 yr qualification, from a registered University or Institute of Technology.			
	CONTRACTS MANAGER	SITE AGENT	FOREMAN
Level 0	No information provided OR submission of no substance / irrelevant information provided	No information provided OR submission of no substance / irrelevant information provided	No information provided OR submission of no substance / irrelevant information provided
Level 1	Relevant accredited diploma / degree in Civil Engineering and less than or equal to 2 year's experience.	Relevant accredited diploma / degree in Civil Engineering and less than or equal to 2 year's experience.	Less than or equal to 3 year's experience
Level 2	Relevant accredited diploma / degree in Civil Engineering and greater than 2 years up to and including 4 years experience.	Relevant accredited diploma / degree in Civil Engineering and greater than 2 years up to and including 4 years experience.	Greater than 3 year's up to and including 5 years experience
Level 3	Relevant accredited diploma / degree in Civil Engineering and greater than 4 years up to and including 7 years experience.	Relevant accredited diploma / degree in Civil Engineering and greater than 4 years up to and including 7 years experience.	Greater than 5 years up to and including 8 years experience
Level 4	Relevant accredited diploma / degree in Civil Engineering and greater than 7 up to and including 9 year's experience.	Relevant accredited diploma / degree in Civil Engineering and greater than 7 up to and including 9 year's experience.	Greater than 8 years up to and including 10 years experience
Level 5	Relevant accredited diploma / degree in Civil Engineering and greater than 9 year's experience.	Relevant accredited diploma / degree in Civil Engineering and greater than 9 year's experience.	Greater than 10 year's experience

MAJOR WORKS – OVER R20M [7CE and above]:

Criterion : Project Organogram and Experience of Key Staff Note 1: "experience" implies experience on projects of a similar nature with respect to the Scope Note 2: "accredited degree / diploma" implies a minimum 3 yr qualification within the built environment, from a registered University or Institute of Technology.			
	CONTRACTS MANAGER	SITE AGENT	FOREMAN
Level 0	No information provided OR submission of no substance / irrelevant information provided	No information provided OR submission of no substance / irrelevant information provided	No information provided OR submission of no substance / irrelevant information provided
Level 1	Relevant accredited diploma / degree and less than or equal to 2 year's experience.	Relevant accredited diploma / degree and less than or equal to 2 year's experience.	Less than or equal to 3 year's experience
Level 2	Relevant accredited diploma / degree and greater than 2 years up to and including 5 years experience.	Relevant accredited diploma / degree and greater than 2 years up to and including 4 years experience.	Greater than 3 year's up to and including 5 years experience
Level 3	Relevant accredited diploma / degree and greater than 4 years up to and including 7 years experience.	Minimum of 2 site agents, with: Relevant accredited diploma / degree and greater than 4 years up to and including 7 years experience.	Minimum of 2 foreman, with: Greater than 5 years up to and including 8 years experience
	-Two of the resources must hold a relevant accredited diploma / degree in Civil Engineering, and at least one of these resources must be professionally registered. - 2 or more staff, with minimum 5 years experience, employed as a foreman, and/or quality controllers, safety officers, surveyors etc		
Level 4	Minimum of 2 Contracts Managers, with: Relevant accredited diploma / degree in Civil Engineering and greater than 7 up to an including 9 year's experience.	Minimum of 4 site agents, with: Relevant accredited diploma / degree in Civil Engineering and greater than 7 up to an including 9 year's experience.	Minimum of 4 foreman, with: Greater than 8 years up to an including 10 years experience
	- Four of the resources must hold a relevant accredited diploma / degree in Civil Engineering, and at least one of these resources must be professionally registered. - 4 or more staff, with minimum 5 years experience, employed as a foreman, and/or quality controllers, safety officers, surveyors etc - Minimum 1 full time qualified Safety Officer		
Level 5	Minimum of 3 Contracts Managers, with: Relevant accredited diploma / degree in Civil Engineering and greater than 9 year's experience.	Minimum of 5 site agents, with: Relevant accredited diploma / degree in Civil Engineering and greater than 9 year's experience.	Minimum of 5 foreman, with: Greater than 10 year's experience
	- Four of the resources must hold a relevant accredited diploma / degree in Civil Engineering, and at least two of these resources must be professionally registered. - 4 or more staff, with minimum 5 years experience, employed as a foreman, and/or quality controllers, safety officers, surveyors etc - Minimum 1 full time qualified Safety Officer		

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

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

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

F.3.17 Copies of contract: The number of paper copies of the signed contract to be provided by the Employer is **ONE (1) plus a soft copy (CD or memory stick)**

The additional conditions of tender are:

ACT.1 Appeals

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

The City Manager

Attention Ms S. Pillay

eMail: Simone.Pillay@durban.gov.za

P O Box 1394

DURBAN, 4000

ACT.2 Prohibition on awards to persons in the service of the state

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

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

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

ACT.3 Code of Conduct and Local Labour

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

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

ACT.4 Subcontracting as Condition of Contract

For contracts above R30m, where it is feasible, to subcontract a minimum of 30% of the value of the contract to the following designated groups:

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

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

CPG will be allocated to the task orders issued (refer to clause C1,2,3,3, on page 52).

PART T2: RETURNABLE DOCUMENTS

T2.1: LIST OF RETURNABLE DOCUMENTS

T2.1.1 General

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

The Tenderer is required to complete each and every Schedule and Form listed below to the best of his ability as the evaluation of tenders and the eventual contract will be based on the information provided by the Tenderer. Failure of a Tenderer to complete the Schedules and Forms to the satisfaction of the Employer will inevitably prejudice the tender and may lead to rejection on the grounds that the tender is not responsive.

T2.1.2 Returnable Schedules, Forms and Certificates

Company Specific

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Declaration of Municipal Fees	19
Compulsory Enterprise Questionnaire	20
Tax Compliance Status PIN / Tax Clearance Certificate	22
B-BBEE Status Level of Contribution Certificate	23
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Consolidated MBD Documents

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MBD4: Declaration of Interest	
MBD5: Declaration For Procurement Above R10 Million (if applicable)	
MBD6.1: Preference Points Claim Form ITO the Preferential Regulations	
MBD6.2: Declaration Certificate For Local Production And Content (if applicable)	
MBD8: Declaration of Bidder's Past SCM Practices	
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Technical and Evaluation

Experience of Tenderer	34
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T2.1.3 Preferential Procurement Schedules and Affidavits

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

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

NOTES

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

T2.2: RETURNABLE SCHEDULES, FORMS, AND CERTIFICATES

The returnable schedules, forms, and certificates as listed in T2.1.2 can be found on the pages [17](#) to [40](#).

CERTIFICATE OF ATTENDANCE AT CLARIFICATION MEETING / SITE INSPECTION (NOT APPLICABLE)

This is to certify that:

(tenderer name)

of (address)

.....

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

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

Particulars of person(s) attending the meeting:

Name:

Name:

Signature:

Signature:.....

Capacity:

Capacity:.....

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

Name:

Signature:

Date:

CERTIFICATE OF AUTHORITY

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

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

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

.....

hereby authorise Mr/Mrs/Ms

acting in the capacity of

to sign all documents in connection with the tender for **Contract No. 1M-18861** and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

Notes

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

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

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

DECLARATION OF MUNICIPAL FEES

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

.....
(full name of Company / Close Corporation / partnership / sole proprietary/Joint Venture)
(hereinafter referred to as the TENDERER) are, as at the date hereunder, fully paid or an Acknowledgement of Debt has been concluded with the Municipality to pay the said charges in instalments.

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

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

I acknowledge that should the aforesaid Municipal charges fall into arrears, the Municipality may take such remedial action as is required, including termination of any contract, and any payments due to the Contractor by the Municipality shall be first set off against such arrears. ATTACHED, to the back inside cover of this document, please find copies of the above account's and or agreements signed with the municipality.

- Where the TENDERER'S place of business or business interests are outside the jurisdiction of eThekweni municipality, a copy of the accounts/agreements from the relevant municipality must be attached (to the back inside cover of this document).
- Where the tenderer's Municipal Accounts are part of their lease agreement, then a copy of the agreement, or official letter to that effect is to be attached (to the back inside cover of this document).

NAME : (Block Capitals)

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

COMPULSORY ENTERPRISE QUESTIONNAIRE

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

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

Full Name	Identity number*	Personal income tax number *

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

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

Company registration number, if applicable:

Close corporation number, if applicable:

Tax Reference number, if any:

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

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

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

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

Insert separate page if necessary

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

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

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

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

Insert separate page if necessary

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

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

Signed Date

Name Position

Enterprise Name

TAX COMPLIANCE STATUS PIN / TAX CLEARANCE CERTIFICATE

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

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

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

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

NAME : (Block Capitals)

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

B-BBEE STATUS LEVEL OF CONTRIBUTION CERTIFICATE

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

The Amended Construction Sector Code (Government Gazette No.41287) is applicable to the B-BBEE compliance measurement of all entities that fall within the Construction Sector.

The requirements for measurement and verification of entities are contained in the "Amended Code Series CSC000: Framework for Measuring Broad Based Black Economic Empowerment in the Construction Sector", as published in Notice 931 of 2017, Government Gazette No.41287 of 01/12/2017.

The requirements are summarised in the following table:

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

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

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

NAME : (Block Capitals)

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

VERIFICATION OF CIDB REGISTRATION AND STATUS

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

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

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

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

Home

construction industry development board

Contractor Detail

Print

Contractor Detail

CRS Number: Type of Enterprise:

Contractor Name: Registration Date:

Trading Name: Expiry Date:

Status:

Contractor Grades

Grade:

Back

Copyright © cidb 2011. All rights reserved
[Website technical enquires contact](#)

01/01/2017

NAME : (Block Capitals)

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


CSD REGISTRATION REPORT

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

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

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

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

 CENTRAL SUPPLIER DATABASE FOR GOVERNMENT	Report Date:
	Report Ran By:

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

NAME :

(Block Capitals)

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

DATE:

CONSOLIDATED MUNICIPAL BIDDING DOCUMENTS

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

<u>Section</u>	<u>Description</u>	<u>Required?</u>
A	General Enterprise Information	Yes
B	MBD2: Tax Clearance Certificate Requirements	Yes
C	MBD4: Declaration of Interest	Yes
D	MBD5: Declaration for Procurement Above R10 Million	Yes
E	MBD6.1: Preference Points Claim Form ITO the Preferential Regulations	Yes
F	MBD6.2: Declaration Certificate for Local Production and Content for Designated Sectors.....	No
G	MBD8: Declaration of Bidder's Past SCM Practices	Yes
H	MBD9: Certificate of Independent Bid Determination	Yes
I	Confirmations, Authorities, Certifications, Acknowledgements and Signatures	Yes

NOTES

- MBD4. MSCM Regulations: **"in the service of the state"** means to be:
- (a) a member of –
 - (i) any municipal council;
 - (ii) any provincial legislature; or
 - (iii) the national Assembly or the national Council of provinces;
 - (b) a member of the board of directors of any municipal enterprise;
 - (c) an official of any municipality or municipal enterprise;
 - (d) an employee of any national or provincial department, national or provincial public enterprise or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);
 - (e) a member of the accounting authority of any national or provincial public enterprise; or
 - (f) an employee of Parliament or a provincial legislature.
- "Shareholder"** means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company.
- MBD9. Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

<u>Ref</u>	<u>Description</u>	<u>Complete or Circle Applicable</u>
------------	--------------------	--

SECTION A: GENERAL ENTERPRISE INFORMATION

1.0 Full Name of bidder or his or her representative

1.1 ID Number of bidder or his or her representative

1.2 Position occupied in the enterprise

2.0 Name of enterprise:

2.1 Tax Reference number, if any:

2.2 VAT registration number, if any:

2.3 CIDB registration number, if any:

2.4 Company registration number, if applicable:

2.5 Close corporation number, if applicable:

2.6 Supplier reference number (PR), if any:

2.7 South African Revenue Service Tax Compliance
Status PIN:

2.8 National Treasury Central Supplier Database
registration number

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

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

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

SECTION B: MBD 2: TAX CLEARANCE CERTIFICATE REQUIREMENTS

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

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

SECTION C: MBD 4: DECLARATION OF INTEREST

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

1.0	Are you presently in the service of the state?	YES	NO
	If yes, furnish particulars:		
2.0	Have you been in the service of the state for the past twelve months?	YES	NO
	If yes, furnish particulars:		
3.0	Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?	YES	NO
	If yes, furnish particulars:		
4.0	Are you, aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid?	YES	NO
	If yes, furnish particulars:		
5.0	Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state?	YES	NO
	If yes, furnish particulars:		
6.0	Are any spouse, child or parent of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state?	YES	NO
	If yes, furnish particulars:		
7.0	Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract ?	YES	NO
	If yes, furnish particulars:		
8.0	The names of all directors / trustees / shareholders / members / sole proprietors / partners in partnerships, their individual identity numbers and state employee numbers are indicated in SECTION A of these Consolidated Municipal Bidding documents.		

Ref	Description	Complete or Circle Applicable	
SECTION D: MBD 5: DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED)			
For all procurement expected to exceed R10 million (all applicable taxes included), bidders must complete the following questionnaire.			
1.0	Are you by law required to prepare annual financial statements for auditing? If YES, you will be required to submit audited annual financial statements (on request during the tender evaluation period) for the past three years or since the date of establishment if established during the past three years.	YES	NO
2.0	Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days? If NO, this serves to certify that the bidder has no undisputed commitments for municipal services towards any municipality for more than three months or other service provider in respect of which payment is overdue for more than 30 days. If YES, provide particulars on a letterhead. (Attach this letter to the back inside cover of this procurement document).	YES	NO
3.0	Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract? If YES, provide particulars on a letterhead. (Attach this letter to the back inside cover of this procurement document).	YES	NO
4.0	Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic? If YES, provide particulars on a letterhead. (Attach this letter to the back inside cover of this procurement document).	YES	NO
5.0	If the tenderer is not required by law to prepare audited financial statements, then the tenderer must submit a Public Interest (PI) Score, whereby if the PI score is above 350 points then the bidder must submit audited financial statements.		

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

SECTION F: MBD 6.2: DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS	
This Municipal Bidding Document (MBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably). Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017 and the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].	
1.0	General Conditions
1.1	Preferential Procurement Regulations, 2017 (Regulation 8) makes provision for the promotion of local production and content.
1.2	Regulation 8.(1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
1.3	Where necessary, for bids referred to in paragraph 1.2 above, a two-stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.

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

LOCAL CONTENT DECLARATION

(REFER TO ANNEX B OF SATS 1286:2011)

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (Close Corporation, Partnership or Individual)

IN RESPECT OF BID No:

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

NB 1 - The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.

NB 2 - Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on [http://www.thedti.gov.za/industrial development/ip.jsp](http://www.thedti.gov.za/industrial%20development/ip.jsp). Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below. Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned in Section H of these Consolidated MBD returnable questionnaires (comprising 8 pages), do hereby declare the following:

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

• Bid price, excluding VAT (y)	R
• Imported content (x), as calculated in terms of SATS 1286:2011.....	R
• Stipulated minimum threshold for local content (paragraph 3 above)	%
• Local content %, as calculated in terms of SATS 1286:2011.....	%

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above. The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.

- (d) I accept that the Procurement Authority / Municipality /Municipal Entity has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Municipal / Municipal Entity imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPFA), 2000 (Act No. 5 of 2000).

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

This Municipal Bidding Document must form part of all bids invited. It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.

The bid of any bidder may be rejected if that bidder, or any of its directors have:

- a) abused the municipal entity's supply chain management system or committed any improper conduct in relation to such system;
- b) been convicted for fraud or corruption during the past five years;
- c) wilfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
- d) been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).

In order to give effect to the above, the following questions must be answered.

1.0	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer / Authority of the institution that imposed the restriction after the audi alteram partem rule was applied. The Database of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page. If yes, furnish particulars:	YES	NO
2.0	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page. If yes, furnish particulars:	YES	NO
3.0	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years? If yes, furnish particulars:	YES	NO

4.0	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months? If yes, furnish particulars:	YES	NO
5.0	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract? If yes, furnish particulars:	YES	NO

SECTION H: MBD9: CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:

- (a) take all reasonable steps to prevent such abuse;
- (b) reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
- (c) cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.

The following MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.

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

- 1.0 I have read and I understand the contents of this Certificate;
- 2.0 I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
- 3.0 I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
- 4.0 Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
- 5.0 For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - a) has been requested to submit a bid in response to this bid invitation;
 - b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder.
- 6.0 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding. (Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.
- 7.0 In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - a) prices;
 - b) geographical area where product or service will be rendered (market allocation);
 - c) methods, factors or formulas used to calculate prices;
 - d) the intention or decision to submit or not to submit, a bid;
 - e) the submission of a bid which does not meet the specifications and conditions of the bid;
 - f) bidding with the intention not to win the bid.
- 8.0 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 9.0 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 10.0 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No. 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004 or any other applicable legislation.

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

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

- 1.0 Confirms that the contents of these Consolidated MBD returnable questionnaires (comprising 8 pages) fall within my personal knowledge and are to the best of my Knowledge and belief, both true and correct;
- 2.0 Confirms that neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercise, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;
- 3.0 Confirms that no partner, member, director or other person, who wholly or partly exercise control over the enterprise, has within the last five years been convicted of fraud or corruption;
- 4.0 Confirms that I/we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the bidders or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest;
- 5.0 Certify that the B-BBEE status level of contribution indicated in Section E.1: Item 1.0 qualifies the enterprise for preference points and acknowledges that the remedies as per Clause 14 of the Preferential Procurement Regulations (2017) shall apply. In the event of a contract being awarded as a result of points claimed, the enterprise may be required to furnish documentary proof to the satisfaction of the employer that the claims are correct;
- 6.0 Accept that, in addition to cancellation of a contract, action may be taken against me should these declarations prove to be false.

Signed Date

Name Position

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

The tenderer will only be evaluated on his submission of experience works undertaken (within the past 5 years) for each of the following **TYPES OF WORKS**:

1	Construction of side, earth, mitre and subsoil drains
2	Re-gravelling of unpaved roads
3	Bulk earthworks and pavement layers
4	Construction of minor drainage structures
5	Stormwater pipework
6	Erosion protection works
7	Gabions
8	Reinforced concrete works
9	Repairs to paved road network

The following is a statement of works of similar nature (in relation to the scope of works) recently completed (within the past 5 years) by myself / ourselves.

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

[illegible]

Document Version: 01/04/2021 (b)

Document Version: 01/04/2021 (b)

Attach additional pages if more space is required

(Block Capitals)

DATE:

PROPOSED ORGANISATION and STAFFING

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

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

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

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

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

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

NAME : (Block Capitals)

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

EXPERIENCE OF KEY PERSONNEL

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

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

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

A CV of the 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

NAME : (Block Capitals)

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

CONTRACTOR'S HEALTH AND SAFETY DECLARATION

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

In terms of Clause 5(1)(h) of the OHS Act 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 OHS Act 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 OHS Act 1993 Construction Regulations 2014.
2. I hereby declare that my company has the competence and the necessary resources to safely carry out the construction work under this contract in compliance with the Construction Regulations and the Employer's Health and Safety Specifications.
3. I propose to achieve compliance with the Regulations by one of the following:

Tenderers are
to Circle Applicable

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

4. Details of resources I propose:

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

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

NAMES OF COMPETENT PERSONS	POSITIONS TO BE FILLED BY COMPETENT PERSONS

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

(i) By whom will training be provided?

(ii) When will training be undertaken?

(iii) List the positions to be filled by persons to be trained or hired:
.....
.....

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

Name of proposed subcontractor:

Qualifications or details of competency of the subcontractor:

.....

.....

5. I hereby undertake, if my tender is accepted, to provide, before commencement of the works under the contract, a suitable and sufficiently documented Health and Safety Plan in accordance with Regulation 7(1) of the Construction Regulations, which plan shall be subject to approval by the Client.

6. I confirm that copies of my company's approved Health and Safety Plan, the Client's Safety Specifications as well as the OHSA 1993 Construction Regulations 2014 will be provided on site and will at all times be available for inspection by the Principal Contractor's personnel, the Client's personnel, the Employer's Agent, visitors, and officials and inspectors of the Department of Labour.

7. I hereby confirm that adequate provision has been made in my tendered rates and prices in the Bill of Quantities to cover the cost of all resources, actions, training and all health and safety measures envisaged in the OHSA 1993 Construction Regulations 2014, and that I will be liable for any penalties that may be applied by the Client in terms of the said Regulations (Regulation 33) for failure on the Principal Contractor's part to comply with the provisions of the Act and the Regulations.

8. I agree that my failure to complete and execute this declaration to the satisfaction of the Client will mean that I am unable to comply with the requirements of the OHSA 1993 Construction Regulations 2014, and accept that my tender will be prejudiced and may be rejected at the discretion of the Client.

NAME : (Block Capitals)

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

RECORD OF ADDENDA TO TENDER DOCUMENTS

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

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

NAME : (Block Capitals)

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

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: **1M-18861**

Contract Title: **Emergency Works** – Frame work contract for the repair and rehabilitation of civil and structural works related to paved and unpaved road infrastructure for the Roads and Stormwater Maintenance department within Ethekwini Municipality for 24 months

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 employer will, based on the tenderers submission, determine the work type (e.g. Re-gravelling, Gabions, Stormwater pipework, etc) and category of works for any award made under this framework contract.**

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.

C1.2: CONTRACT DATA

C1.2.1 CONDITIONS OF CONTRACT

C1.2.1.1 GENERAL CONDITIONS OF CONTRACT

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

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

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

C1.2.2 CONTRACT DATA

C1.2.2.1 DATA TO BE PROVIDED BY THE EMPLOYER

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

1.1.1.14 The **time for achieving Practical Completion**, from the Commencement Date will be as stated in the task order. 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:
ENGINEERING UNIT : Deputy Head: RSWM .

1.2.1.2 The address of the Employer is:
Physical: **25 Archie Gumede Place, 166 K.E. Masinga Road, DURBAN, 4001**
Postal: **25 Archie Gumede Place, P O Box 680, DURBAN, 4000**
Telephone: **031-311-7428 (t)**
Fax: **031-311-7691 (f)**
E-Mail: **THANDANANI.ZULU@durban.gov.za**

1.1.1.16 The **name of the Employer's Agent** is **X. Mjaja (Pr. Tech Eng)**

1.2.1.2 The address of the Employer' Agent is:
Physical: **25 Archie Gumede Place, 166 K.E. Masinga Road, DURBAN, 4001**
Postal: **25 Archie Gumede Place, P O Box 680, DURBAN, 4000**
Telephone: **031 311 7001 (t)**
Fax: **031 311 7691 (f)**
E-Mail: **xola.mjaja@durban.gov.za**

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

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

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

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

- **Health and Safety Plan (refer to Clause 4.3)**
- **Initial programme (refer to Clause 5.6)**
- **Security (refer to Clause 6.2)**
- **Insurance (refer to Clause 8.6)**

5.3.2 The **time to submit the documentation** required before commencement with Works will be stated in the Task Order Contract Data.

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 be as stated in the Task Order.

5.8.1 The **non-working days** will be stated in the Task Order contract data
The service provider may be required to work on non-working days/weekends and special non-working days should emergencies require such.

(5.1.1) The **special non-working days** will be stated in the Task Order contract data
The service provider may be required to work on non-working days/weekends and special non-working days should emergencies require such.

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 shall be stated in the Task Order.

5.14.1 The **requirements for achieving Practical Completion** will be determined by the Employer's Agent as stated in the Task Order.

5.16.3 The **latent defect liability** period is **10 Years for all tasks awarded**.

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

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

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

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

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

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

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

- The proportion not subject to adjustment: **x = 0.10.**
- The base month will be the month prior to the month in which tenders close.
- The Index for Labour, Plant, and Materials shall be based on **December 2016 = 100.**
- The Index for Fuel shall be based on **December 2020 = 100.**

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

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

Bitumen - escalation will be calculated using the "Rise and Fall" method as determined by the Employer. The base price for bitumen on this contract shall be the ruling price of 40/50 grade bitumen from the Durban SAPREF Refinery, 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**: to be stated in the Task Order contract data and shall not be less than R10m, unless otherwise determined by the employer.

8.6.1.4 **Ground Support Insurance:**
Requirements to be stated in the Task Order Contract Data

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

Third Party Insurance (Public Liability)
Requirements to be stated in the Task Order Contract Data

Principal's own surrounding Property Insurance
Requirements to be stated in the Task Order Contract Data

Insurance of Works
Requirements to be stated in the Task Order Contract Data

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

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

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

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

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

C1.2.2.2 DATA TO BE PROVIDED BY CONTRACTOR

1.1.1.9 The legal name of Contractor is:

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.....

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.....

1.2.1.2 The Physical address of the Contractor is:

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.....

.....

.....

The Postal address of the Contractor is:

.....

.....

.....

.....

The contact numbers of the Contractor are:

Telephone:

Fax:

The E-Mail address of the Contractor is:

.....

C1.2.3 ADDITIONAL CONDITIONS OF CONTRACT

C1.2.3.1 COMMUNITY LIAISON OFFICER

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

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

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

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

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

C1.2.3.2 EMPLOYMENT OF LOCAL LABOUR

It is a condition of contract that the contractor will be required to employ local labour as specified in eThekweni Council Policy "The use of CLOs and Local Labour". The contractor will be required to ensure that a minimum of 50% of the labour force is made up of local labour. For the purposes of this contract, "Local labour" will be deemed to be any **persons who reside within the Ward(s) in which the works in Task Order are located, as to be stated in the Task Order**. 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)

The following provisions shall apply to all task orders issued under this Framework:

- All task orders with estimated value greater than R10m : Minimum 30% CPG as per Council policy, (unless it can be demonstrated that such is impossible to be achieved; detailed motivation required in any instance where deviation from 30% is proposed)

- All Tasks order awards (irrespective of value) made to CIDB grade 7 and above: Minimum 30% CPG, (unless it can be demonstrated that such is impossible to be achieved; detailed motivation required in any instance where deviation from 30% is proposed).
- Task orders with estimated value greater than R3m up to R10m: Minimum 15% CPG
- CPG will not be applicable for Task orders awarded for minor works (1,2 and 3CE contractors)

This will require the Contractor to subcontract the above minimum values of work to an enterprise/ enterprises which are 100% owned by black people, are registered on the eThekweni Municipality database and are registered with the CIDB in a CE grade. The contractor shall provide an implementation plan during the contract period and submit proof that the target has been achieved failing which a penalty shall be applied, which shall be 0.5% of the contract value (excluding PC sums and fixed cost allowances) for every 1% of CPG not achieved.

C1.2.3.4 FTE (Full Time Equivalent) EMPLOYMENT INFORMATION

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

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

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

The Contractor shall be subjected to “Performance Monitoring” assessments in terms of the applicable Section of the Employer’s Supply Chain Management Policy.

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

C1.2.3.6 EMPOWERMENT STRATEGIES

For contracts above R30m, the PPPFA encourages organs of State to identify tenders, where it is feasible, to subcontract. Under this enquiry, tenderers are expected to subcontract between 15 - 30% of the value of the contract to the following designated groups:

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

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

The following provisions shall apply to all task orders issued under this Framework:

- All task orders with estimated value greater than R10m : Minimum 30% CPG as per Council policy, (unless it can be demonstrated that such is impossible to be achieved; detailed motivation required in any instance where deviation from 30% is proposed)
- All Tasks order awards (irrespective of value) made to CIDB grade 7 and above: Minimum 30% CPG, (unless it can be demonstrated that such is impossible to be achieved; detailed motivation required in any instance where deviation from 30% is proposed).
- Task orders with estimated value greater than R3m up to R10m: Minimum 15% CPG
- CPG will not be applicable for Task orders awarded for minor works (1,2 and 3CE contractors)

This will require the Contractor to subcontract the above minimum values of work to an enterprise/ enterprises which are 76% owned by Priority Population Groups (PPG), are registered on the eThekweni Municipality (Mafukuzela) database and are registered with the CIDB in a CE grade. The contractor shall provide an implementation plan during the contract period and submit proof that the target has been achieved failing which a penalty shall be applied, which shall be 0.5% of the contract value (excluding PC sums and fixed cost allowances) for every 1% of CPG not achieved.

C1.2.3.7 EXCEPTED RISKS (Clause 8.3)

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

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

C1.2.3.8 MINOR WORKS PROCUREMENT

Minor works under this contract will consist of works up to R3m and will be issued to contractors with a CIDB grade of 1, 2 or 3. Due to the repetitive nature of the work and the urgent intervention needed to execute the works as soon as possible to ensure the day to day functioning of the City, the Deputy Head:RSWM or Head:Engineering will have the authority to approve the award, in this category of minor works, based on their delegations. These awards/approvals will then be reported on a quarterly basis to the Bid Adjudication committee for noting purposes.

The work issued to contractors appointed in this category will be on a rotational basis and with limitations to the number of task orders awarded to a contractor. Should a particular contractor be issued up to 2 task orders, then that contractor will be excluded from undertaking any further work until all contractors, in that particular CIDB grade, on the framework have been issued work.

C2.2: SCHEDULE OF RATES

The schedule of rates follows and tenderers are required to provide rates only for the item listed in the schedule under sections 1 to section 13.

Once task orders have been categorised and quantified, the rates provided will then be used to determine the cost of undertaking the task order. The lowest calculated offer will then be issued the instruction to complete the task order.

PART C3: SCOPE OF WORK

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C3.1: PROJECT DESCRIPTION AND SCOPE OF CONTRACT

C3.1 EMPLOYER'S OBJECTIVES

The Roads and Stormwater Maintenance Departments objective in entering into this Framework Contract is to provide for a range of civil engineering construction works over a two year term anywhere in the eThekweni Municipal area, on an as and when instructed basis to deal with emergencies.

The emergency works historically apply in a variety of conditions not limited to, but including adverse weather, flooding, slope erosions, undermining of road culverts, subsiding embankments, failures of slopes adjacent to streams affecting roads and buildings, formation of sinkholes associated with damaged or displaced stormwater pipes in servitudes adjacent to buildings, damage to road infrastructure, etc.

The emergency works will have varying complexities and associated risks, value and scope, environmental conditions and adverse traffic conditions and other circumstances.

Successful tenderers will be appointed to the Framework Contract to enable available pools of competent qualified Contractors contracted to serve the Employer's needs and requirements whenever such emergency works with associated services are required.

The Types of Emergency Works are broadly categorised as follows:

- Bulk Earthworks: cut to fill, cut to spoil, import to fill & undercut (dumprock)
- Formation & Gravel Wearing Course (Layerworks)
- Protection Works: gabions, reno mattresses, loffelstein retaining structures
- Surface & Sidewalk Repairs
- Cleaning of roads & stormwater structures
- Repairs to Guardrails, Speedhumps, Road Signs & refurbishment of road marking
- Landscaping
- Construction of minor drainage structures
- Stormwater pipework
- Reinforced concrete works
- Repairs to paved road network

C3.2 DESCRIPTION OF THE FRAMEWORK

The Employer will enter into a number of Framework Contracts with Contractors following a functionality selection process, for services for a term of two (2) years.

C3.2.1 Composition of the Framework

All qualifying tenderers per work type will be considered for inclusion in the Framework Contract.

Contractors will be evaluated in 3 categories for inclusion in the Framework Contract to be formed based on the estimated value of work. The 3 categories will be as follows:

- | | |
|----------------------|---------------------|
| - Minor works | (up to R3m) |
| - Intermediate works | (R3m up to R20m) |
| - Major works | (Greater than R20m) |

Minor works shall be for CIDB grades 1, 2 and 3 CE up to R3m, Intermediate works for 4,5 and 6 CE contractors up to R20m and major works only for 7CE and above contractors.

The Employer will make a discretion for any emergency works and the Employer reserves the right to appoint any civil engineering contractor in any category of the works for specialist works if it is deemed necessary.

The Employer will determine the category of work for the Tenderer based on the information provided. The Framework will consist of all responsive tenderers for each Type of Work in each category.

C3.2.2. Utilisation of the Framework

A Unit or Department of the Employer requiring services falling within the scope of a Framework Contract, may, following the preparation of a Task Order in accordance with the Employer's procurement procedures open competition amongst all Contractors having a Framework Contract, and who are eligible in terms of their CIDB grading (as determined by the agent's Task Order estimate), by inviting all such Contractors to submit quotations for a Task Order in terms of standardised documentation approved by the Bid Specification Committee and in accordance with the Framework Contract.

The value of works Task Orders will vary according to the scope of works.

Calls for quotations for a Task Order shall be invited in accordance with the latest applicable CIDB Standard Conditions of Tender and the Task Order shall be issued to the Contractor whose submission is deemed most responsive, (in terms of price and preference scoring). The Employer will consider the contractors' CIDB Grading and the estimated value of work for any invitation and appointment; only contractors at or higher than the estimated CIDB grade will be invited to tender.

All contractors appointed to the Framework Contract will be expected to respond to the Employers request to attend to the emergency at short or immediate notice.

Minor works under this contract will consist of works up to R3m and will be issued to contractors with a CIDB grade of 1, 2 or 3. Due to the repetitive nature of the work and the urgent intervention needed to execute the works as soon as possible to ensure the day to day functioning of the City, the Deputy Head:RSWM or Head:Engineering will have the authority to approve the award, in this category of minor works, based on their delegations. These awards/approvals will then be reported on a quarterly basis to the Bid Adjudication committee for noting purposes.

The work issued to contractors appointed in this category will be on a rotational basis and with limitations to the number of task orders awarded to a contractor. Should a particular contractor be issued up to 2 task orders, then that contractor will be excluded from undertaking any further work until all contractors, in that particular CIDB grade, on the framework have been issued work.

C3.2.3. Work Category

The Employer's Agent will consider the nature and scope of the emergency and determine the most appropriate Type of Work and assess the value of the work to determine whether it is categorised as minor, Intermediate or Major work.

C3.2.4 Contractor Selection process – Work Complexity

The Employer's Agent will determine whether the circumstances, nature or complexity of the work allows for competitive tenders or whether the complexity or situation warrants in his or her opinion, an appointment of the most qualified and competent contractor.

The Employer's Agent shall make written motivation and recommendation to the DH: RSWM on the proposed procurement method, where a direct appointment is proposed. The DH: RSWM, (or as may be stated in the Standard Operating Procedure, where available), shall make final determination and approval of the recommended approach; the motivation provided by the Employer's Agent shall be kept

on record, where necessary, (for audit purposes). The Employer's determination in any instance will be considered as final.

C3.2.5 Quantum of Work

No guarantee of any quantum of work is given under this Framework Contract.

C3.2.6 Contract Period

The term of the Framework contract is for 2 years (24 months). Contractors can only be issued with Task Orders to provide the services within the term of the Framework Contract. Task Orders issued may, however, have a completion date which extends beyond the term of the Framework Contract up to a maximum of 3 years.

C3.2.7 Contractor Performance

Any contractor who fails to perform satisfactorily during the term of the Framework Contract, and/or whose previous contract issued under the Emergency Works Framework has been terminated for non-performance, will be advised accordingly and will not be invited to tender again for any Emergency Works Order.

C3.2.8 Task Order Appeals Process

Emergency Works Task Orders will preclude the application of an appeal process. Any issues or queries in terms of any Emergency Works Order may be addressed to eThekweni Municipality Legal Services for a considered response.

C3.2.8 Limitation on number of concurrent awards

Contractors will not be eligible for the award of further Task Orders when the value of remaining work issued under prior Task Order(s), as determined by the Employer's Agent, exceeds 300% of the Upper Limit Tender Value of their CIDB grade, (unless, in the opinion of the Employer, the extent of emergencies experienced requires Contractors to work beyond such threshold).

Where a specific contractor is deemed to have been awarded such levels and extend of work that, in the opinion of the Employer, they would not be able to respond timeously or have been awarded a suitable proportion of the total works available, in order to ensure sharing of opportunities amongst contractors, such contractors will not be invited to tender for Emergency Works Task Orders arising.

C3.2.9 Method of reimbursement

Contractors may be awarded an Emergency Works Order and be remunerated on a re-measurement basis, lump sum basis or on a proven costs basis with a percentage mark-up for administration, profit and overhead costs, (as stated in the Contract Data); such mark-up shall be to a maximum of 15%, or as may be amended from time to time by the Employer; (such amendment shall be approved by the Accounting Officer); the method of payment will be determined by the Employer as and when the Task order is issued, based on the nature of the works.

The percentage mark-up shall cover all costs above site agent level, and shall include, buying department staff, administrative support, directors salaries and other non-direct / incidental costs.

C3.2.10 Award Process

Price Quotation value, as per SCM policy or as may be amended by council will be awarded by the Deputy Head: Roads and Stormwater Maintenance Department Management by signing acceptance of the Emergency Works Order.

Works over R200 000 will be awarded in terms of the Code of Delegation as Amended. Contractors can only be awarded an Emergency Works Order within the term of the Framework Contract. Emergency Works Orders may however, have a completion date which extends beyond the term of the Framework Contract. The extent of the scope of work to be undertaken will be as determined in accordance with the Unit's approved Standard Operating Procedure, as may be applicable at the time.

C3.2.11 Task Order structure

The Task Orders shall indicate who the Employer's Agent is. The Employer's Agent is fully empowered to act on behalf of the Employer for the services covered by the Task Order. The Employer's Agent will accept, or not accept, the Contractor's assessment of the amount due in terms of the contract.

The Task Orders will provide details of the precise nature of the services required and any task specific requirements. Where necessary, for specialist works, additional eligibility requirements relevant to nature of the services required may be included in the call for quotations for a Task Order.

The following will be covered in detail as part of the Scope of Works for each individual Task Order:

- Scope of Work
- Programme, Method of Work, and Accommodation of Traffic
- Services (general)
- Services (specific)
- Management of the Environment
- Occupational Health and Safety
- Preferential Procurement

C3.3 ONGOING MANAGEMENT OF THE FRAMEWORK

Experience of key personnel will be assessed at the time of tender. Staff reflected must be currently employed by the Tenderer at the time of tender. Should such key staff no longer be employed by the Contractor during the framework term, it is the Contractor's responsibility to immediately inform the Employer's Agent of such changes, who shall evaluate the replacement to ensure such is equivalent or better than originally tendered. Failure to provide required suitable staff will result in the Contractor being suspended from the panel.

C3.4 CONTRACT PARTICIPATION GOAL

The selection of CPG Contractors will further be in accordance with the Council's targeted strategy as may be applicable for contracts between R5m and R30m. Contracts above R30m will be subject to the requirements as stipulated in the PPPFA 2017 Regulations.

CPG percentages will be determined on a project specific basis, depending on the nature of works and CPG potential. The following provisions shall apply to Task orders issued under this Framework:

- All task orders with estimated value greater than R10m : Minimum 30% CPG as per Council policy, (unless it can be demonstrated that such is impossible to be achieved; detailed motivation required in any instance where deviation from 30% is proposed)
- All Task order awards (irrespective of value) made to CIDB grade 7 and above: Minimum 30% CPG, (unless it can be demonstrated that such is impossible to be achieved; detailed motivation required in any instance where deviation from 30% is proposed).
- Task orders with estimated value greater than R3m up to R10m: Minimum 15% CPG
- CPG will not be applicable for Task orders awarded for minor works (1,2 and 3CE contractors)

This will require the Contractor to subcontract the above minimum values of work to an enterprise/ enterprises which are 100% owned by black people, are registered on the eThekewini Municipality database and are registered with the CIDB in a CE grade. The contractor shall provide an implementation plan during the contract period and submit proof that the target has been achieved failing which a penalty shall be applied, which shall be 0.5% of the contract value (excluding PC sums and fixed cost allowances) for every 1% of CPG not achieved.

The contractor shall provide an implementation plan during the contract period and submit proof that the target has been achieved failing which a penalty shall be applied, which shall be 0.5% of the contract value (excluding PC sums and fixed cost allowances) for every 1% of CPG not achieved

The Contractor may source a CPG partner from the Central Supplier Database (once available), from qualifying ward based companies, from Municipality held CPG lists/databases (either existing or future), or alternatively, with the approval of the Employer, in the event suitable company cannot be identified through other options, the Contractor may propose a CPG company of his choice. Note that the Employer is under no obligation to accept such, and refusal of the Contractor's proposed CPG contractor does not absolve the Contractor of his CPG responsibilities in terms of the contract.

C3.3: STANDARD SPECIFICATIONS

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

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

PS.AA.12 Contractors Fixed Obligations

This item covers all the necessary fixed obligations of the contractor including but not limited to insurances, sureties, offices, office equipment, office furniture etc. The unit of payment shall be per month.

PS.AB.8 Contractors superintendence including transport and communication

The tendered rate shall include full compensation for the provision of continuous site supervision (qualified site agent, foremen, etc.), transportation, and communication requirements. The unit of measurement shall be per day.

PS.AB.9 Provision for a Community Liaison Officer

As per C1.2.3.1. Payment shall be processed upon submission of the time sheet/register that has been signed and indicating hours worked by the CLO or submission of proof of payment to the CLO for hours worked.

PS.AB.10 Accommodation of traffic

This item shall cover the accommodation of traffic as per the Southern African Development Community Roads Traffic Manual Volume 2 and in accordance with RTI at all times. The tendered rate shall include full compensation for the provision of all signs, traffic cones, delineators and flagmen as required for each worksite. The unit of measurement shall be per day.

PS.F.8.10 Re-instate fencing

The tendered rate shall include for full compensation for re-instating fencing removed as the result of the upgrade.

The unit of measurement shall be in meters (m).

PS.AB.13 Repairing of existing services

This item covers all necessary excavations, repairs to existing water reticulation pipes damaged while executing the works and backfilling as required.

Trenches must be 400mm wide and a minimum of 800mm below the finished road level. The pipe bedding (river sand) to be 300mm thick.

The tendered rate shall include the supply of all materials as required and the repairs to damaged pipes.

PS.AB.14 Lowering of existing services

This item covers all necessary excavations, lowering of existing pipes and backfilling of the trenches, for existing water reticulation pipes that require lowering.

Trenches must be 400mm wide and a minimum of 800mm below the road. The pipe bedding (river sand) to be 300mm thick.

The tendered rate shall include supply of all material required and the repairs to damaged pipes.

PS.GM.4 Supply and construct subsoil drainage

The tendered rate shall include for the supply of all necessary material and construction of the subsoil drain as per attached drawing (Drawing No. 38575).

The unit of measurement shall be in metres (m).

PS.C.8.4 Concrete lined open drains

Refer to clause C.8.1 of EThekweni Municipality Civil Engineering specifications, with the grade being 20/19.

PS.C.8.5 Expansion Joints

The tendered rate shall include for the supply of all necessary material, labour and construction of expansion joints.

The unit of measurement shall be in metres (m).

PS.PH.10 Clearing and grubbing at inlet and outlet of existing Stormwater structures:

Upon instruction from the engineer, the existing inlet and outlet areas to existing stormwater pipe crossings shall be cleared to ensure smooth and uninterrupted flow of stormwater. The tendered rate shall include full compensation of removal to spoil of all excess material, trimming and shaping of the inlet and outlet area.

The unit of measurement shall be the number(No.) of inlet and outlet areas cleared.

PS.PH.11 Removal of silt and sand by excavation at inlet and outlet Stormwater structures:

Upon instruction from the engineer, the contractor shall remove all silt and sand build up at the existing inlet and outlet areas to existing stormwater pipe crossings, by excavation, to ensure smooth and uninterrupted flow of stormwater. The tendered rate shall include full compensation of all excavation and removal to spoil of all excess material, trimming and shaping of the inlet and outlet area.

The unit of measurement shall be in cubic metres (m³) removed and disposed of.

PS.PH.12 Unblocking and cleaning of existing stormwater pipe crossings:

Upon instruction from the engineer, the existing stormwater pipe crossings (all sizes) that are blocked with sand and debris shall be cleared and cleaned thus ensuring smooth, uninterrupted flow of stormwater. The rate tendered shall include the disposing of the excavated material to spoil.

The unit measurement shall be the length (m) of pipe cleared.

PS.PH.8.10 Construct inlet or outlet type “A’ headwall structure to existing or new pipe crossings as per attached drawing (Drawing No. 38576).

The tendered rate shall include full compensation for constructing inlet or outlet type “A’ headwall structure to existing or new pipe crossings as per attached drawing (Drawing No. 38576).

The unit of measurement shall be the number of inlet or outlet headwalls constructed per crossing.

PS.PG.8.14 Lower existing stormwater pipes: All sizes

The tendered rate shall include full compensation for all excavation, removing existing pipes, storing existing pipes, and relaying the pipes as per Engineer’s instruction including for the backfilling thereof.

The unit of measurement shall be per meter (m).

PS.EL.9 A7 Geofabric or equivalent

The tendered rate shall include full compensation for supplying and wrapping A7 geofabric or equivalent around dump rock.

The unit of measurement shall be in square meters (m²).

PS.GM.5 Rip and re-compact existing road surface.

Where instructed, the existing road surface shall be ripped full width to a depth of 150mm. All stones larger than 100mm in diameter shall be removed and disposed of. The material shall then be mixed; water added if

necessary, placed and compacted to the specified MOD AASHTO to the correct shape profile with regards to cross-section. The unit of measurement shall be per km of road ripped and reworked.

PS.GM.10 Supply, place and process gravel material

Where instructed, the contractor shall be required to import, place, process and compact 150mm thick (after compaction) gravel selected pavement layer to the specified MOD AASHTO, to the correct shape profile with regards to cross-section on the road bed. The material shall comply with the requirements of specified gravel material quality (Refer to Table RSWM 1).

The tendered rate shall include full compensation for all costs associated with procuring the material, supply of material from an approved source, placing, processing, and compaction. **Haulage of the material is to be included in the tendered rate.** The unit of measurement shall be in cubic meters (m³).

PS.F.8.9 A4 Geofabric or equivalent

The tendered rate shall include full compensation for supplying and placing A4 geofabric. The unit of measurement shall be in square meters (m²).

PS.ED.9. Repair of existing surface (patching and pothole repairs)

(a) Category B

The existing asphalt surface (160mm) and crusher run (150mm) layer to be saw cut vertically and removed to spoil, a new layer of crusher run (G2) shall be laid and compacted to 98% Mod AASHTO to a final thickness of 150mm (i.e. compacted thickness). The formation will be compacted prior to placing of the crusher run layer.

The surface of this newly laid crusher layer to be swept of all loose material, a 60% anionic stable emulsion grade track coat applied at an application rate of 0,6l/m² to the bottom and the sides and then patched with minimum two layers of the wearing course layer to a final thickness of 160mm. After compaction the surface of the patch shall be flush with the adjacent road surface.

(b) Category C

The existing wearing course (80mm) and crusher run (150mm) layer to be saw cut vertically and removed to spoil. A new layer of crusher run (G2) shall be laid and compacted to 98% Mod AASHTO to a final thickness of 150mm (i.e. compacted thickness). The formation will be compacted prior to placing of the crusher run layer.

The surface of this newly laid crusher run layer to be swept of all loose material, a 60% anionic stable emulsion grade track coat applied at an application rate of 0,6l/m² to the bottom and the sides and then patched with a 80mm layer of asphalt wearing course. After compaction the surface of the patch shall be flush with the adjacent road surface.

(c) Category D

The existing wearing course (50mm) and crusher run (150mm) layer to be saw cut vertically and removed to spoil. A new layer of crusher run (G2) shall be laid and compacted to 98% Mod AASHTO to a final thickness of 150mm (i.e. compacted thickness). The formation will be compacted prior to placing of the crusher run layer.

The surface of this newly laid crusher layer to be swept of all loose material, a 60% anionic stable emulsion grade track coat applied at an application rate of 0,6l/m² to the bottom and the sides and then patched with a 50mm layer of asphalt wearing course. After compaction the surface of the patch shall be flush with the adjacent road surface.

(d) Category E

The existing wearing course (25mm) and crusher run (100mm) layer to be saw cut vertically and removed to spoil. A new layer of crusher run (G2) shall be laid and compacted to 98% Mod AASHTO to a final thickness of 100mm (i.e. compacted thickness). The formation will be compacted prior to placing of the crusher run layer.

The surface of this newly laid crusher layer to be swept of all loose material, a 60% anionic stable emulsion grade track coat applied at an application rate of 0,6l/m² to the bottom and the sides and then patched with a 25mm layer of asphalt wearing course. After compaction the surface of the patch shall be flush with the adjacent road surface.

(e) Extruded Asphalt Haunch

Asphalt to comply with Clause EG.3.1 of the EtheKwini Municipality Standard Departmental Engineering Specification. Standard 150mm high mould to be used with extrusion machine.

The tendered rates shall include for removal of the existing haunch/kerbing to spoil, supplying, processing, laying and compacting 150mm high extruded asphalt haunch, applying prime/tack coat as required. The unit of measurement shall be in metres (m)

PS.ED.10. Repair Surface (Asphalt Only)

(a) Patching/Pothole

In the areas to be patched the existing asphalt sides shall be saw cut vertically to the specified depth, be swept of all loose material, a 60% anionic stable emulsion grade track coat applied at an application rate of 0,6l/m² to the bottom and the sides and then patched with asphalt in layers (as per category specified in bill of quantity) . After compaction the surface of the patch shall be flush with the adjacent road surface.

The existing asphalt pavement which requires patching will be marked by the Engineer. Tendered rates shall include for removal of the insitu layers to spoil and trimming of all sides by any acceptable method of trimming (eg. saw cutting), supplying, applying prime/tack coat as required and supplying and laying of asphalt surface(as per thickness specified in bill of quantity) to the patch or pothole . The unit of measurement shall be in square metres (m²)

PS.ED.11. Saw cutting on asphalt.

Where instructed by the Engineer the contractor shall be required to saw cut by mechanical means on asphalt surfaces between 50 to 100mm on both sides of the kerb and channel. The unit of measurement shall be in metres (m) with each side measured separately.

Tendered rates shall include for the trimming of all sides by any acceptable method of trimming (eg. saw cutting) , the removal of the insitu layers to spoil and transportation to approved dump site.

PS.EG.5.1.1 Weed killer

The unit of measurement shall be square metres (m²) of the area to be paved and the rate shall cover the supply and two applications of weed killer as instructed by the engineer.

PS.ED.12. Saw cutting on concrete.

Where instructed by the Engineer the contractor shall be required to saw cut by mechanical means on concrete surfaces between 50 to 100mm on both sides of the kerb and channel. The unit of measurement shall be in metres (m) with each side measured separately.

Tendered rates shall include for the trimming of all sides by any acceptable method of trimming (eg. saw cutting) , the removal of the insitu layers to spoil and transportation to approved dump site.

PS.ED.13. Cast insitu concrete paving to suite precast concrete paving.

Refer clause EG.8.6 of the eThekweni Municipality Civil Engineering specifications. The rate shall also include removal of existing material to spoil at an approved tip site. Cast insitu concrete slabs will comprise of a full depth of 100mm, 75mm of which is concrete and 25mm Umgeni/cement topping. Both layers are required to be constructed simultaneously. Concrete shall be jointed to suit existing area.

PS.EF.14 Supply and lay new figure 6 barrier kerbs.

The unit of measurement shall be in meters (m) and the rate shall cover the supply of all precast (figure 6 barrier kerb items), including transporting, loading, laying and jointing (including all expansion joints, cast insitu concrete foundation, including mixing, laying, float finishing, setting out kerb and channel haunches, including the construction of the channel haunch, all supervision, plant, testing, labour, equipment, materials, protection and incidentals to complete the work as specified.

PS.EF.14 Supply and lay new figure 6 barrier kerbs.

The unit of measurement shall be in meters (m) and the rate shall cover the supply of all precast (figure 6 barrier kerb items), including transporting, loading, laying and jointing (including all expansion joints, cast insitu concrete foundation, including mixing, laying, float finishing, setting out kerb and channel haunches, including the construction of the channel haunch, all supervision, plant, testing, labour, equipment, materials, protection and incidentals to complete the work as specified.

PS TB.8.4 Remove existing lane, edge and painted island lines by grit blasting

The contractor shall remove existing lane lines and painted islands by sandblasting. The contractor shall ensure that the method of sandblasting used will not damage the road surface permanently. The contractor shall take necessary precautions to avoid damage to the public traffic during the removal of existing markings.

All loose material remaining on the road after obliteration of markings shall be suitably disposed of to avoid clogging the drainage systems.

The unit of measurement shall be the area in square metres(m²) of markings removed to the satisfaction of the Engineer.

The rate shall include for all the successful removal of the paint on the road surface, the continual sweeping and removal of grit and screening of the sand blasting apparatus to ensure that the dust from the operation does not become a hazard and the disposal of all loose material from the road.

PS TB.8.5 Setting out and pre-marking the lines

The unit of measurement for setting out lines shall be the metre(m) of lines set out and marked. Where two or three lines are to be painted next to each other, the setting out of lines shall be measured only once. The tendered rate shall include full compensation for setting out and premarking the lines as specified, including materials.

PS.TB.8.6 Removal of existing road markings by black painting

The works undertaken shall be in accordance with PS.TB.5. The unit of measurement shall be the area in square metres(m²). The rate shall include for the successful removal of existing road markings by the use of black paint.

PS TB.8.1.1 Lines

The unit of measurement shall be the metre (m). Separate items will be scheduled for each specified width, type of material, and colour of line and the quantity paid for shall be the actual length of line painted in accordance with the instructions of the Engineer, excluding the length of gaps in broken lines. The rates shall include for procuring and furnishing all material, including the retro-reflective beads in the case of retro-reflective paint, and the necessary equipment, and for painting, protecting and maintenance as specified, including the setting-out and premarking of the lines.

PS.SM.8.1.5 Cleaning of blocked stormwater manholes

The unit of measurement is per number and depth of manholes and inlets cleaned on written instruction:

- 0.0m – 1.5m depth
- > 1.5m – 3.0m depth
- > 3.0m – 5.0m depth and above

PS.SM.8.1.6 Cleaning of blocked pipes

The unit measurement is per meter of pipe cleaned/unblocked per pipe size from manhole to manhole (i.e the length between manhole inlets).:-

0mm – 450mm diameter pipe
<450mm – 600mm diameter pipe
<600mm – 900mm diameter pipe

PS.SM.8.1.7 Cleaning of pipe culverts

The unit measurement shall be measured per cubic metre (m³) of removed material. It will also include the removal of all loosened material and debris.

All blocked stormwater pipe culverts shall be jointly pre and post inspected by the Contractor and the Engineer for acceptance and payment purposes. Quantities of all removed material shall be measured and agreed with the Engineer before disposal

A pipe culvert is defined as any round pipe with a diameter of 900mm or more

PS.SM.8.1.8 Cleaning of box/portal culverts

The unit of measurement shall be measured per cubic metre (m³) of removed material. It will also include the removal of all loosened material and debris.

All blocked stormwater box/portal culverts shall be jointly pre and post inspected by the Contractor and the Engineer for acceptance and payment purposes. Quantities of all removed material shall be measured and agreed with the Engineer before disposal

PS.SM.8.1.9 Cleaning of lined open drains

The unit measurement shall be per cubic metre (m³) of area to be cleaned, which shall be pre-measured by the Engineer. It will also include the removal of all loosened material and debris from the closest manhole/interconnecting manholes/catchpits/inlets.

All lined open drains, V. Drains and U. drains shall be jointly pre and post inspected by the Contractor and the Engineer for acceptance and payment purposes. Quantities of all removed material shall be measured and agreed with the Engineer before disposal.

PS.SM.8.1.10 Cleaning of earth drains

The unit measurement shall be measured per cubic metre (m³) of material removed from the earth drain to be cleaned, which shall be pre-measured by the Engineer. It will also include the removal of all loose material.

All earth drains shall be jointly pre and post inspected by the Contractor and the Engineer for acceptance and payment purposes. Quantities of all removed material shall be measured and agreed with the Engineer before disposal.

PS.GM.4 Acceptance testing

The tendered rate shall include full compensation for on and/or off site testing, by an approved service provider appointed by the Engineer for acceptance testing purposes. All control testing is for the contractors account and shall be at frequencies agreed with the Engineer.

PS.GM.6 Supply, place and process dump rock as pioneering layer

Where instructed, the contractor shall be required to import, place, process and compact dump rock to the correct shape profile. The unit of measurement shall be in cubic meters (m³).

PS.GM.7 Supply of various items

The tendered rates shall be for the supply of items listed in the bill of quantities from approved sources.

PS.GM.8 Haulage of materials required

The tendered rate shall include full compensation for all costs associated with Haulage of the material as specified by the engineer for items listed under PS.GM.7.

PS PH.8.16 Supply and Place new precast concrete Element to Existing Inlets

The tendered rate shall include for the supply and placing of each item as described in the bill including reinstating and making good the surrounding surfaces. The unit of measurement shall be per unit supplied and placed. Where existing kerbs up to 5m on either side of the inlet are damaged, the contractor is to replace the kerbs accordingly to match the existing (Including 150mm x 150mm concrete haunching behind kerbing at joints only).

C3.4: PARTICULAR SPECIFICATIONS

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

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

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

C3.5: CONTRACT AND STANDARD DRAWINGS

C3.5.1 CONTRACT DRAWINGS / DETAILS

N/A

C3.5.2 STANDARD DRAWINGS

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

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