

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

Reference is to be made to  
Clause F.1.2 of the  
Tender Data.

## **WATER AND SANITATION UNIT**

### **SPECIAL PROJECT**

# **PROCUREMENT DOCUMENT**

# **INFRASTRUCTURE**

**CONTRACT No.: WS 7596**

**TITLE:** Appointment of contractors through a framework contract to undertake the implementation of projects on behalf of EThekweni Water and Sanitation Unit for a period of 36 months.

**Clarification Meeting:** There will be no clarification meetings. Bidders are requested to submit email queries related to the bid. All email queries are to be submitted to Oscar.Kunene@durban.gov.za by 2023/01/16. Email questions and answers will be consolidated and posted on the eTenders/Municipal website for the benefit of all tenderers by 2023/01/21.

Issued by:

**WATER AND SANITATION UNIT**  
**SPECIAL PROJECT**

Date of Issue: November 2022

Document Version: 02/03/2022

NAME OF TENDERER: .....

## INDEX

<b><u>PART</u></b>		<b><u>PAGE</u></b>
<b><u>TENDER</u></b>		
<b>T1 TENDERING PROCEDURES</b>		
T1.1 Tender Notice and Invitation to Tender	(white)	<b>2</b>
T1.2 Tender Data	(pink)	<b>3</b>
T1.2.1 Standard Conditions of Tender		
T1.2.2 Tender Data (applicable to this tender)		
<b>T2 RETURNABLE DOCUMENTS</b>		
T2.1 List of Returnable Documents	(yellow)	<b>17</b>
T2.2 Returnable Schedules, Forms and Certificates	(yellow)	<b>18</b>
<b><u>CONTRACT</u></b>		
<b>C1 AGREEMENT AND CONTRACT DATA</b>		
C1.1 Form of Offer and Acceptance	(yellow)	<b>53</b>
C1.1.1 Offer		
C1.1.2 Acceptance		
C1.1.3 Schedule of Deviations		
C1.2 Contract Data	(yellow)	<b>57</b>
<b>C2 PRICING DATA</b>		
C2.1 Pricing Assumptions / Instructions	(yellow)	<b>67</b>
C2.2 Bill of Quantities (with separate page numbering)	(yellow)	<b>100</b>
<b>C3 SCOPE OF WORK</b>		
C3.1 Project Description and Scope of Contract	(blue)	<b>101</b>
C3.2 Project Specifications	(blue)	
C3.3 Standard Specifications	(blue)	
C3.4 Particular Specifications	(blue)	
C3.5 Contract and Standard Drawings	(blue)	
C3.6 Annexures	(blue)	
<b>C4 SITE INFORMATION</b>		
C4.1 Locality Plan	(green)	
C4.2 Conditions on Site	(green)	
C4.3 Test Results	(green)	

---

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

Tenders are hereby invited for the works to [implement water and sanitation projects on behalf of eThekweni Water and Sanitation Unit for a period of 36 months.]

---

(F.1.1.1) The Employer is the eThekweni Municipality as represented by PROJECT EXECUTIVE: SPECIAL PROJECTS

---

Tenderers should have a CIDB contractor grading designation of 5 to 7CE for category A and 8 and above for category B (or higher).

---

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

- Electronically downloaded documentation is obtainable from the National Treasury's eTenders 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 email queries are to be submitted to Oscar.Kunene@durban.gov.za by 2023/01/16 Email questions and answers will be consolidated and posted on the eTenders/Municipal website for the benefit of all tenderers by 2023/01/21

---

(F.2.8) Queries relating to these documents may be addressed to the Employer's Agent's Representative whose contact details are: Oscar Kunene , 031 311 2474 (t) , Oscar.Kunene@durban.gov.za

---

(F.2.13) Tender offers shall be delivered to Engineering Unit, Municipal Centre, 166 K.E. Masinga Road (formerly Old Fort Road) DURBAN and placed in the tender box located in the ground floor foyer.

---

(F.2.15) Tender offers shall be delivered on or before 27, January, 2023 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: **PROJECT EXECUTIVE: SPECIAL PROJECTS**

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

- 1) This procurement document.
- 2) The Conditions of Contract are the New Engineering Contract NEC4, (2017) published by the South African Institution of Civil Engineering. Copies of these conditions of contract may be obtained from the South African Institution of Civil Engineering (Tel: 011-805-5947, Fax: 011-805-5971, E-mail: [civilinfo@saice.org.za](mailto:civilinfo@saice.org.za)).
- 3) In addition, Tenderers are advised, in their own interest, to obtain their own copies of the following acts, regulations, and standards referred to in this document as they are essential for the Tenderer to get acquainted with the basics of construction management, the implementation of preferential construction procurement policies, and the participation of targeted enterprise and labour.
  - The Occupational Health and Safety Act No 85 and Amendment Act No 181 of 1993, and the Construction Regulations (2014).
  - The Construction Industry Development Board Act No 38 of 2000 and the Regulations issued in terms of the Act (July 2013).
  - The Preferential Procurement Policy Framework Act No 5 of 2000, and the Preferential Procurement Policy Framework Act Regulations (January 2017).
  - SANS 1921:2004 – Construction and Management Requirements for Works Contract, Parts 1-3.
  - The Employer's current Supply Chain Management Policy.
  - Any other eThekweni Policy documents referenced in the Tender Documents.

Electronically downloaded documentation is obtainable from the National Treasury's **eTenders Website**:

- <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

- Oscar Kunene /Strategic Executive.
- Tel: 031 311 2474 (t)
- Email: Oscar.Kunene@durban.gov.za

## F.2: TENDERER'S OBLIGATIONS

**F.2.1 Eligibility: General**

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

- (a) the Tenderer does not comply with the legal requirements as stated in the Employer's current SCM Policy;
- (b) the Tenderer cannot provide proof that he is in good standing with respect to duties, taxes, levies and contributions required in terms of legislation applicable to the work in the contract;
- (c) in the case of JV submissions, two or more JV entities have common directors / shareholders or common entities tendering for the same works.
- (d) at the time of closing of tenders, the Tenderer is not registered on the National Treasury Central Supplier Database (CSD) as a service provider. In the case of a Joint Venture, this requirement will apply individually to each party in the Joint Venture.

**F.2.1.1 Eligibility: CIDB**

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

Joint ventures are eligible to submit tenders provided that:

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

**F.2.1.2 Eligibility: Tenderer's Experience**

Only those tenderers that have minimum 5 years' experience in water and sanitation infrastructure projects.

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

**F.2.6 Acknowledge addenda:**

"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 email queries are to be submitted to Oscar.Kunene@durban.gov.za by 2022/10/28. Email questions and answers will be consolidated and posted on the eTenders/Municipal website for the benefit of all tenderers by 2022/11/04.

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

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

- Contract No. : WS 7596
- Contract Title : Appointment of contractors through a framework contract to undertake the implementation of projects on behalf of EThekweni Water and Sanitation Unit for a period of 36 months.

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

Engineering Unit, Municipal Centre, 166 K.E. Masinga Road (formerly Old Fort Road) DURBAN 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 : 27, January, 2023
- 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.2.23 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 <b>affidavit</b> OR a <b>certificate</b> issued by the CIPC OR authorised <b>B-BBEE verification certificate</b> (as below)
EME: Contractor	< R3.0m	
Reference should be made to Cl.3.6.2.4.1 of the Amended Construction Sector Code regarding the above exceptions.		
EME: Built Environment Professional	< R6m	Must present an authorised <b>B-BBEE verification certificate</b> 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:** three working days.

**F.3.2 Issue addenda:** Addenda will be published, in electronic format, on the National Treasury's eTenders website.

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

**F.3.11 Evaluation of Tender Offers:** The procedure for evaluation of responsive Tender Offers will be in accordance with the Employer's current SCM Policy, the Preferential Procurement Policy Framework Act (5 of 2000), and the Preferential Procurement Policy Framework Act Regulations (January 2017)

The procedure for the evaluation of responsive tenders is **Method 2** (Price and Preference with functionality).

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

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

**F.3.11.9** The value of  $W_2$  is 100. The Functionality criteria (and sub criteria if applicable) and maximum score in respect of each of the criteria are as follows:

Functionality Criteria / Sub Criteria		Maximum Points Score
Tenderer's Experience		50
Project Organogram and Experience of Key Staff	Contracts Manager (Pr Tech/Pr Eng)	20
	Site agent (Pr Tech)	15
	Foremen	15
Maximum possible score for Functionality ( $M_s$ )		100

The minimum number of evaluation points for Functionality is **60**. Only those tenderers who achieve the minimum number of Functionality evaluation points (or greater) will be eligible to have their tenders further evaluated.

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

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



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

Functionality Criteria	Returnable Schedules
Tenderer's Experience	<ul style="list-style-type: none"> <li>Experience of Tenderer</li> </ul>
Project Organogram and Experience of Key Staff	<ul style="list-style-type: none"> <li>Proposed Organisation and Staffing</li> <li>Key Personnel</li> <li>CV's with Experience of Key Personnel</li> </ul>

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

- **“successfully completed”** implies a project has been completed on time and to specification;
- **“similar nature”** implies to Projects of a similar nature that will be considered shall be one, or a combination of water and sanitation projects with associated infrastructure;
- **“accredited degree / diploma”** implies a minimum 3 year qualification within the built environment, from a registered University or Institute of Technology.

Criterion: Tenderer's Experience for category A (Grade 5 to 7CE)	
Note: Projects of a similar nature that will be considered shall be one, or a combination of water and sanitation projects with associated infrastructure	
Level 0	No information provided; OR submission of no substance / irrelevant information provided
Level 1	To have successfully completed <u>1 project</u> of a similar nature within the past 7 years.
Level 2	To have successfully completed <u>2 projects</u> of a similar nature within the past 7 years.
Level 3	To have successfully completed <u>3 projects</u> of a similar nature within the past 7 years.
Level 4	To have successfully completed <u>4 projects</u> of a similar nature within the past 7 years.
Level 5	To have successfully completed <u>5 projects</u> of a similar nature within the past 7 years.

Criterion: Tenderer's Experience for category B (Grade 8CE and above)	
Note: Projects of a similar nature that will be considered shall be one, or a combination of, of water and sanitation projects with associated infrastructure	
Level 0	No information provided; OR submission of no substance / irrelevant information provided
Level 1	To have successfully completed <u>6 projects</u> of a similar nature within the past 10 years.
Level 2	To have successfully completed <u>7 projects</u> of a similar nature within the past 10 years.
Level 3	To have successfully completed <u>8 projects</u> of a similar nature within the past 10 years.
Level 4	To have successfully completed <u>9 projects</u> of a similar nature within the past 10 years.
Level 5	To have successfully completed <u>10+ projects</u> of a similar nature within the past 10 years.

**Criterion: Project Organogram and Experience of Key Staff for Category A**

Note: Projects of a similar nature that will be considered shall be one, or a combination of, of water and sanitation projects with associated infrastructure

	CONTRACTS MANAGER	SITE AGENT	FOREMAN
Level 0	No information provided OR submission of no substance / irrelevant information OR less than 1 year's relevant experience on projects of a similar nature.	No information provided OR submission of no substance / irrelevant information OR less than 1 year's relevant experience on projects of a similar nature.	No information provided OR submission of no substance / irrelevant information OR less than 1 year's relevant experience on projects of a similar nature.
Level 1	Minimum 1 year relevant experience including experience on projects of a similar nature.	Minimum 1 year relevant experience including experience on projects of a similar nature.	Minimum 1 year relevant experience including experience on projects of a similar nature.
Level 2	Minimum 2 years relevant experience including experience on projects of a similar nature.	Minimum 2 years relevant experience including experience on projects of a similar nature.	Minimum 2 years relevant experience including experience on projects of a similar nature.
Level 3	Minimum 3 years relevant experience including experience on projects of a similar nature.	Minimum 3 years relevant experience including experience on projects of a similar nature.	Minimum 3 years relevant experience including experience on projects of a similar nature.
Level 4	Minimum 5 years or more relevant experience including experience on projects of a similar nature.	Minimum 5 years or more relevant experience including experience on projects of a similar nature.	Minimum 5 years or more relevant experience including experience on projects of a similar nature.
Level 5	Minimum 10 years relevant experience including experience on projects of a similar nature.	Minimum 10 years relevant experience including experience on projects of a similar nature.	Minimum 10 years relevant experience including experience on projects of a similar nature.

**Criterion: Project Organogram and Experience of Key Staff for category B**

	CONTRACTS MANAGER	SITE AGENT	FOREMAN
Level 0	No information provided OR submission of no substance / irrelevant information provided OR less than 2 year's experience. OR Relevant accredited diploma / degree and less than 1 year's experience.	No information provided OR submission of no substance / irrelevant information provided OR less than 2 year's experience. OR Relevant accredited diploma / degree and less than 1 year's experience.	No information provided OR submission of no substance / irrelevant information OR Less than 2 year's experience.
Level 1	Relevant accredited diploma / degree and minimum 1 year's experience.	Relevant accredited diploma / degree and minimum 1 year's experience.	Minimum 2 year's experience.
Level 2	Relevant accredited diploma / degree and minimum 2 year's experience.	Relevant accredited diploma / degree and minimum 2 year's experience.	Minimum 3 year's experience.
Level 3	Relevant accredited diploma / degree and minimum 4 year's experience.	Relevant accredited diploma / degree and minimum 4 year's experience.	Minimum 5 year's experience.
Level 4	Relevant accredited diploma / degree and minimum 7 year's experience.	Relevant accredited diploma / degree and minimum 7 year's experience.	Minimum 8 year's experience.
Level 5	Relevant accredited diploma / degree and minimum 9 year's experience.	Relevant accredited diploma / degree and minimum 9 year's experience.	Minimum 10 year's experience.

**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.

**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.

## **PART T2: RETURNABLE DOCUMENTS**

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

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

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

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

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

##### **Company Specific**

Certificate of Attendance at Clarification Meeting	19
Certificate of Authority	20
Declaration of Municipal Fees	21
Compulsory Enterprise Questionnaire	22
Tax Compliance Status PIN / Tax Clearance Certificate	24
B-BBEE Status Level of Contribution Certificate	25
CSD Registration Report	26
Contractor's Health and Safety Declaration	27

##### **Eligibility**

Audited Financial Statements	29
Verification of CIDB Registration and Status	30
Experience of Tenderer	31

##### **Consolidated MBD Documents**

MBD2: Tax Clearance Certificate Requirements	33
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	
MBD9: Certificate of Independent Bid Determination	

##### **Technical and Evaluation**

Experience of Tenderer	41
Proposed Organisation and Staffing	42
Key Personnel	43
Experience of Key Personnel	44
Preliminary Programme	45
Construction Approach, Methodology, and Quality Control	46
Schedule of Proposed Subcontractors	47
Plant and Equipment	48
Contractor's Health and Safety Plan	49

##### **Contractual**

Joint Venture Agreements (if applicable)	50
Record of Addenda to Tender Documents	51
Amendments, Qualifications and Alternatives	52
Form of Offer	53
Bill of Quantities	104

### **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](http://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 18 to 49.

**CERTIFICATE OF ATTENDANCE AT CLARIFICATION MEETING / SITE INSPECTION**

This is to certify that:

(tenderer name) .....

of (address) .....

.....

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

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

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

Name: .....

Name: .....

Signature: .....

Signature:.....

Capacity: .....

Capacity:.....

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

Name: .....

Signature: .....

Date: .....

## **CERTIFICATE OF AUTHORITY**

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

<b>COMPANY</b>		<b>CLOSE CORPORATION</b>		<b>PARTNERSHIP</b>		<b>JOINT VENTURE</b>		<b>SOLE PROPRIETOR</b>	
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. WS 7596** and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

## **Notes**

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

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

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



## **DECLARATION OF MUNICIPAL FEES**

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

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

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

Account

Account Number: to be completed by tenderer.

Consolidated Account No.

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

Electricity

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

Water

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

Rates

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

JSB Levies

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

Other

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

Other

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

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

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

NAME : .....

(Block Capitals)

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

DATE: .....

## **COMPULSORY ENTERPRISE QUESTIONNAIRE**

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

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

Full Name	Identity number*	Personal income tax number *

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

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

Company registration number, if applicable: .....

Close corporation number, if applicable: .....

Tax Reference number, if any: .....

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

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

- |  |   |
|--|---|
| <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 the National Assembly or the National Council of Province | <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity  |
| <input type="checkbox"/> a member of the board of directors of any municipal entity            |   |
| <input type="checkbox"/> an official of any municipality or municipal entity                   | <input type="checkbox"/> an employee of Parliament or a provincial legislature  |

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

Insert separate page if necessary

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

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

Signed ..... Date .....

Name ..... Position .....

Enterprise Name .....

---

**TAX COMPLIANCE STATUS PIN / TAX CLEARANCE CERTIFICATE**

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

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

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

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

NAME : ..... (Block Capitals)

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

## **B-BBEE STATUS LEVEL OF CONTRIBUTION CERTIFICATE**

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

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

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

The requirements are summarised in the following table:

<b>Enterprise Type</b>	<b>Total Annual Revenue (R million)</b>	<b>Ownership and Annual Turnover</b>
EME: Built Environment Professional	< R1.8m	May present an <b>affidavit</b> OR a <b>certificate</b> issued by the CIPC
EME: Contractor	< R3.0m	OR authorised <b>B-BBEE verification certificate</b> (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>B-BBEE verification certificate</b> 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)


## **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.

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

NAME : ..... (Block Capitals)

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

## **CONTRACTOR'S HEALTH AND SAFETY DECLARATION**

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

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

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

### **Declaration by Tenderer**

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

Tenderers are  
to Circle Applicable

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

4. Details of resources I propose:

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

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

NAMES OF COMPETENT PERSONS	POSITIONS TO BE FILLED BY COMPETENT PERSONS

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

(i) By whom will training be provided? .....

(ii) When will training be undertaken? .....

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

.....  
.....

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

Name of proposed subcontractor: .....

Qualifications or details of competency of the subcontractor:

.....  
.....

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

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

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

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

NAME : .....

(Block Capitals)

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

DATE: .....



---

**ELIGIBILITY: AUDITED FINANCIAL STATEMENTS or PUBLIC INTEREST SCORE**

If the tenderer is required by law to prepare annual financial statements for auditing, the tenderer must submit their audited annual financial statements:

- for the past three years; or
- since their establishment if established during the past three years;

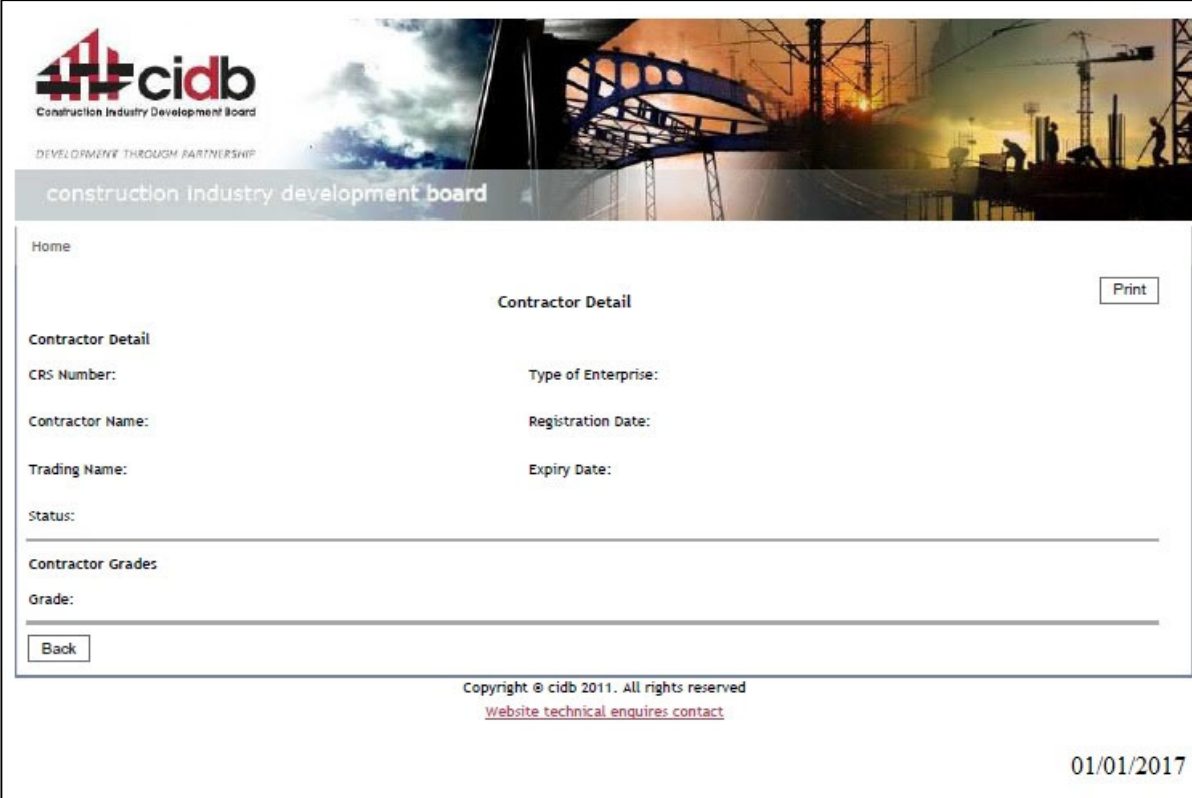
## **ELIGIBILITY: VERIFICATION OF CIDB REGISTRATION AND STATUS**

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

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

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

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



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

NAME : ..... (Block Capitals)

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

## **ELIGIBILITY: EXPERIENCE OF TENDERER**

Experience Eligibility are specified in **Clause F.2.1.1.2** of the Conditions of Tender in Part T1.2.

This form is to be copied and used for each submission of experience, as may be required. Contractor must have 5 years experience in water and sanitation works.

Where options are provided ( ), only one (1) selected option should be clearly marked with a "X".

Tenderer's CIDB Grade:	1*	2*	3*	4*	5*	6*	7*	8*	9*	Experience as a:	Sub-Contractor*	Main Contractor*
<b>Client / Employer:</b>	Entity Name:											
	Contact Name:											
	Contact Tel:											
	Contact Cell:											
	Contact email / other:											
<b>Employer's Agent (Engineer) OR Main Contractor's Details</b>	Entity Name:											
	Contact Name:											
	Contact Tel:											
	Contact Cell:											
	Contact email / other:											
<b>Contract Details</b>	Contract Number:											
	Contract Title:											
	Has this Contract been completed?									Y*	N*	
Tendered Value (Contract Sum) OR Sub-Contract Value:	R									Final Contract Price OR Final Value of Sub-Contract:		
										R		

Contract Scope-of-Work (Description of Works components)	If available in hard copy, the Scope-of-Work can be attached. Only include the Scope-of-Work (contract description). <u>The Specification is not required.</u>

In addition to the Scope-of-Work (entered above or attached) the following documentation / information is required to be attached to the back of this form.					
Contractor Type and Contract Status	Proof of Sub-Contract Agreement	Letter of Award OR Form of Offer & Acceptance	Most recent Payment Certificate with Quantities summary	Final Payment Certificate with Quantities summary	Completion Certificate
Completed Contract as Sub-Contractor	X			X	
Completed Contract as Main Contractor		X		X	X
Failure to submit this returnable form, and provide the above supporting documentation/ information, for each submission of experience, will invalidate that experience submission					

NAME : ..... (Block Capitals)

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

## **CONSOLIDATED MUNICIPAL BIDDING DOCUMENTS**

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

<b><u>Section</u></b>	<b><u>Description</u></b>	<b><u>Required?</u></b>
<b>A</b>	General Enterprise Information .....	<b>Yes</b>
<b>B</b>	MBD2: Tax Clearance Certificate Requirements .....	<b>Yes</b>
<b>C</b>	MBD4: Declaration of Interest .....	<b>Yes</b>
<b>D</b>	MBD5: Declaration for Procurement Above R10 Million .....	<b>Yes</b>
<b>E</b>	MBD6.1: Preference Points Claim Form ITO the Preferential Regulations .....	<b>Yes</b>
<b>F</b>	MBD6.2: Declaration Certificate for Local Production and Content for Designated Sectors.....	<b>Yes</b>
<b>G</b>	MBD8: Declaration of Bidder's Past SCM Practices .....	<b>Yes</b>
<b>H</b>	MBD9: Certificate of Independent Bid Determination .....	<b>Yes</b>
<b>I</b>	Confirmations, Authorities, Certifications, Acknowledgements and Signatures .....	<b>Yes</b>

### **NOTES**

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

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

### 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 eThekweni Supplier Database:  
Reference number (PR), if any:
- 2.7 South African Revenue Service:  
Tax Compliance Status PIN:
- 2.8 National Treasury Central Supplier Database  
Registration number
- 2.9 Department of Labour:  
Registration number
- 2.10 Department of Labour:  
Letter of Good Standing Certificate 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](http://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](http://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 <b>SECTION A</b> of these <b>Consolidated Municipal Bidding documents</b> .		

Ref	Description	Complete or Circle Applicable	
<b>SECTION D: MBD 5: DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED)</b>			
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

<b>SECTION E: MBD 6.1: PREFERENCE POINTS CLAIM ITO THE PREFERENTIAL REGULATIONS</b>		
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.		

<b>SECTION F: MBD 6.2: DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS</b>	
This Municipal Bidding Document (MBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably). Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017 and the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].	
1.0	General Conditions
1.1	Preferential Procurement Regulations, 2017 (Regulation 8) makes provision for the promotion of local production and content.
1.2	Regulation 8.1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
1.3	Where necessary, for bids referred to in paragraph 1.2 above, a two-stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
1.4	A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.

Ref	Description	Complete or Circle Applicable								
1.5	<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 <a href="http://www.thedti.gov.za/industrial%20development/ip.jsp">http://www.thedti.gov.za/industrial development/ip.jsp</a> 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 <a href="http://www.reservebank.co.za">www.reservebank.co.za</a>.</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>. 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 ( <a href="http://www.treasury.gov.za">www.treasury.gov.za</a> ) 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 ( <a href="http://www.treasury.gov.za">www.treasury.gov.za</a> ) 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).<sup>2</sup> 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 consortium<sup>3</sup> will not be construed as collusive bidding. (Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.
- 7.0 In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - a) prices;
  - b) geographical area where product or service will be rendered (market allocation);
  - c) methods, factors or formulas used to calculate prices;
  - d) the intention or decision to submit or not to submit, a bid;
  - e) the submission of a bid which does not meet the specifications and conditions of the bid;
  - f) bidding with the intention not to win the bid.
- 8.0 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 9.0 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 10.0 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No. 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004 or any other applicable legislation.

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

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

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

Signed ..... Date .....

Name ..... Position .....

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

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

[illegible]

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

## **PROPOSED ORGANISATION and STAFFING**

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

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

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

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

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

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

NAME : ..... (Block Capitals)

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

## **KEY PERSONNEL**

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

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

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

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

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)





---

## **CONSTRUCTION APPROACH, METHODOLOGY, AND QUALITY CONTROL**

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

### **Construction Approach and Methodology**

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

### **Quality Control**

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

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

NAME : ..... (Block Capitals)

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

The following firms have been identified as possible subcontractors for work in this contract.

[illegible]

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

## **PLANT and EQUIPMENT**

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

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

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

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

*Attach additional pages if more space is required*

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

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

*Attach additional pages if more space is required*

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

NAME : ..... (Block Capitals)

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

---

## **CONTRACTOR'S HEALTH AND SAFETY PLAN**

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

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

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

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

NAME : ..... (Block Capitals)

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

---

## **JOINT VENTURES AGREEMENTS**

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

## **RECORD OF ADDENDA TO TENDER DOCUMENTS**

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

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

NAME : ..... (Block Capitals)

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

## **AMENDMENTS, QUALIFICATIONS AND ALTERNATIVES**

**(This is not an invitation for amendments, deviations or alternatives** but should the Tenderer desire to make any departures from the provisions of this contract he shall set out his proposals clearly hereunder. The Employer will not consider any amendment, alternative offers or discounts unless forms (a), (b) and (c) have been completed to the satisfaction of the Employer).

I / We herewith propose the amendments, alternatives and discounts as set out in the tables below:

### **(a) AMENDMENTS**

<b>PAGE, CLAUSE OR ITEM NO</b>	<b>PROPOSED AMENDMENT</b>

- (1) *Amendments to the General and Special Conditions of Contract are not acceptable;*  
(2) *The Tenderer must give full details of all the financial implications of the amendments and qualifications in a covering letter attached to his tender.*

### **(b) ALTERNATIVES**

<b>PROPOSED ALTERNATIVE</b>	<b>DESCRIPTION OF ALTERNATIVE</b>

- (1) *Individual alternative items that do not justify an alternative tender, and an alternative offer for time for completion should be listed here.*  
(2) *In the case of a major alternative to any part of the work, a separate Bill of Quantities, programme, etc, and a detailed statement setting out the salient features of the proposed alternatives must accompany the tender.*  
(3) *Alternative tenders involving technical modifications to the design of the works and methods of construction shall be treated separately from the main tender offer.*

### **(c) DISCOUNTS**

<b>ITEM ON WHICH DISCOUNT IS OFFERED</b>	<b>DESCRIPTION OF DISCOUNT OFFERED</b>

- (1) *The Tenderer must give full details of the discounts offered in a covering letter attached to his tender, failing which, the offer will be prejudiced.*

NAME : .....

(Block Capitals)

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

DATE: .....

**PART C1: AGREEMENT AND CONTRACT DATA**

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

**C1.1.1: OFFER**

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

Contract No: **WS 7596**

Contract Title: **Appointment of contractors through a framework contract to undertake the implementation of projects on behalf of EThekweni Water and Sanitation Unit for a period of 36 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 offered total of the prices inclusive of Value Added Tax is:**

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

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

**For the Tenderer:**

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

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

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

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

**Address** : .....

: .....

**Telephone** : .....

**Witness:**

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

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

**Notes:**



---

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

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

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

### **C1.1.2: FORM OF ACCEPTANCE**

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

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

The terms of the contract are contained in:

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

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

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

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

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

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

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

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

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

**Address** : .....

: .....

**Witness:**

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

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

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

**C1.1.3: SCHEDULE OF DEVIATIONS**

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

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

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

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

**FOR THE TENDERER**

**FOR THE EMPLOYER**

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

## **C1.2: CONTRACT DATA**

### **C1.2.1 CONDITIONS OF CONTRACT**

#### **C1.2.1.1 NEW ENGINEERING CONTRACT4**

The Conditions of Contract are the **New Engineering Contract NEC4, (2017)** 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).

### **C1.2.2 CONTRACT DATA**

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

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

1.1.1.14 The **time for achieving Practical Completion**, from the Commencement Date is **36 Months**. The period as stated in 5.3.2, and the 7 days referred to in 5.3.3, are included in the above time for achieving Practical Completion. The special non-working days as stated in 5.8.1 are excluded from the above time for achieving Practical Completion.

1.1.1.15 The Employer is the eThekweni Municipality as represented by:  
**WATER AND SANITATION UNIT: PROJECT EXECUTIVE: SPECIAL PROJECTS.**

1.2.1.2 The address of the Employer is:

Physical: **Water and Sanitation Unit, 3 Prior Road, DURBAN, 4001**

Postal: **Water and Sanitation Unit, P O Box 1038, DURBAN, 4000**

Telephone: **031-311-2474 (t)**

Fax: **031-311-3493 (f)**

E-Mail: **Oscar.Kunene@durban.gov.za**

1.1.1.16 The **name of the Employer's Agent** is **Oscar Kunene /Strategic Executive**.

1.2.1.2 The address of the Employer' Agent is:

Physical: **3rd Floor, Shell House, 221 Anton Lembede street, DURBAN, 4001**

Postal: **3rd Floor, Shell House, P O Box 3858, DURBAN, 4000**

Telephone: **031 311 2474 (t)**

Fax: **031-311-3493 (f)**

E-Mail: **Oscar.Kunene@durban.gov.za**

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

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

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

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

Note:

- i) “similar nature” implies to projects of a similar nature that will be considered shall be one, or a combination of water and sanitation projects with associated infrastructure.
- ii) “experience” implies experience on projects of a similar nature.
- iii) “accredited degree / diploma” implies a minimum 3-year qualification within the built environment, from a registered University or Institute of Technology.

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

- Health and Safety Plan (refer to Clause 4.3)
- Initial Programme (refer to Clause 5.6)
- Security (refer to Clause 6.2)
- Insurance (refer to Clause 8.6)
- CV(s) of Key Site Staff (refer to Clause 4.11.1)
- CPG Implementation Plan (if applicable)

5.3.2 The **time to submit the documentation** required before commencement with Works is **21 Days**.

5.3.3 Add the following paragraph:

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

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

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

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

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

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

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

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

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

5.13.1 The **penalty for delay** in failing to complete the Works is **R 2 500.00** (per Day).

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

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

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

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

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

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

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

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

6.8.2 **Contract Price Adjustment Factor:** The value of the certificates issued shall be adjusted in accordance with the Contract Price Adjustment Schedule with the following Indices / Descriptions / Coefficients:

- The proportion not subject to adjustment: **x = 0.10**.
- The base month will be the month prior to the month in which tenders close.
- The Index for Labour, Plant, and Materials shall be based on **December 2021 = 100**.
- The Index for Fuel shall be based on **December 2020 = 100**.

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

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

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.

8.6.1.1.3 The **amount to cover professional fees** for repairing damage and loss to be included in the insurance sum: **R 250,000.00**.

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

8.6.1.3 The limit of indemnity for **liability insurance**: **R 10 000 000.00**

8.6.1.4 **Ground Support Insurance:**

- Minimum amount for any one occurrence, unlimited as to the number of occurrences, against any claim for damages or loss caused by vibration and / or removal of lateral support: **R 2,000,000**.
- Maximum first excess: **R10,000,000**

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

### Third Party Insurance (Public Liability)

- Minimum amount for any one occurrence, unlimited as to the number of occurrences, for the period of the contract, inclusive of the maintenance period: **R 1 000 000.**
- Consequential loss to be covered by policy: **Yes**
- Liability section of policy to be extended to cover blasting: **R 500 000.**
  - Maximum excess per claim or series of claims arising out of any one occurrence: **R50 000.**

### Principal's own surrounding Property Insurance

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

### Insurance of Works

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

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

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

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

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

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



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

1.1.1.9 The legal name of Contractor is:

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

1.2.1.2 The Physical address of the Contractor is:

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

The Postal address of the Contractor is:

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

The contact numbers of the Contractor are:

Telephone: .....

Fax: .....

The E-Mail address of the Contractor is:

.....

## **C1.2.3 ADDITIONAL CONDITIONS OF CONTRACT**

### **C1.2.3.1 COMMUNITY LIAISON OFFICER**

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

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

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

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

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

### **C1.2.3.2 EMPLOYMENT OF LOCAL LABOUR**

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

### **C1.2.3.4 FTE (Full Time Equivalent) EMPLOYMENT INFORMATION**

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

- Initials (per ID doc)
- Last Name (per ID doc)
- ID Number

- Disability (y / n)

- Education Level

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

- Category of Employment

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

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

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

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

#### 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

As per SCM Policy 52(24)(1) tenders, where it is feasible, are required to subcontract a minimum of 30% of the value of the contract to the following designated groups:

- an EME or QSE;
- an EME or QSE which is at least 51% owned by black people;
- an EME or QSE which is at least 51% owned by black people who are youth;
- an EME or QSE which is at least 51% owned by black people who are women;
- an EME or QSE which is at least 51% owned by black people with disabilities;
- an EME or QSE which is 51% owned by black people living in rural or underdeveloped areas or townships;
- a cooperative which is at least 51% owned by black people;
- an EME or QSE which is at least 51% owned by black people who are military veterans; or
- 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 penalty for not achieving the specified CPG will be 0.5% of the contract value (excluding PC Sum items and Fixed Cost allowances) for every 1% of CPG not achieved.

#### **C1.2.3.7    EXCEPTED RISKS (Clause 8.3)**

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

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

### **1 The Contract**

#### **1.1 How the contract prices work in ECC3 Option B**

Clause 11 in NEC4 Engineering and Construction Contract, April 2013 (ECC3) Option B states:

<b>Identified and defined terms</b>	11 11.2	(21) The Bill of Quantities is the <i>bill of quantities</i> as changed in accordance with this contract to accommodate implemented compensation events and for accepted quotations for acceleration.
-------------------------------------	------------	---

- (28) The Price for Work Done to Date is the total of
- the quantity of the work which the *Contractor* has completed for each item in the Bill of Quantities multiplied by the rate and
  - a proportion of each lump sum which is the proportion of the work covered by the item which the *Contractor* has completed.

Completed work is work without Defects which would either delay or be covered by immediately following work.

(31) The Prices are the lump sums and the amounts obtained by multiplying the rates by the quantities for the items in the Bill of Quantities.

This confirms that Option B is a re-measurement contract and the bill comprises only items measured using quantities and rates or stated as lump sums. Value related items are not used. Time related items are items measured using rates where the rate is a unit of time.

#### **1.2 Function of the Bill of Quantities in ECC3 Option B**

Clause 55.1 in Option B states, "Information in the Bill of Quantities is not Works Information or Site Information". This confirms that instructions to do work or how it is to be done are not included in the Bill, but in the Works Information. This is further confirmed by Clause 20.1 which states, "The Contractor Provides the Works in accordance with the Works Information". Hence the Contractor does not Provide the Works in accordance with the Bill of Quantities. The Bill of Quantities is only a pricing document.

#### **1.3 Sectional Completion, Individual Projects and the Prices in this Contract**

As indicated in the Contract Data, the Master bill of quantities is in section C2 of the Contract, as priced by the Contractor. This Master Bill of Quantities contains items representative of the types of work that could be undertaken by the Contractor when Sections of work (projects) are allocated to the Contractor by the Project/Programme Manager.

The bill of quantities for each Section of work (project) that will be utilized for the pricing of that Section of work (project) and for the ongoing measurement of, management of and payment for, that Section of work (project), as required by the conditions of contract, will be determined in accordance with the forecast quantities for each BoQ item relevant to that Section (project) and the rates in the master Bill of Quantities for the matching item(s).

The resulting Section/project specific bill of quantities will be the bill of quantities for that Section/project, to be utilized as an individual, stand-alone bill of quantities for that Section/project.

The quantities set out in the Master Bill of Quantities are for reference only and do not represent the actual amount of work to be done.

### **2 General**

2.1 The General Conditions of Contract, the Contract Data, the Specifications (including the Project Specifications), the Employer's Works Information, the Site Information and the drawings shall be read in conjunction with the Master Bill of Quantities.

- 2.2 The Master Bill comprises items covering the Contractor's profit and costs of general liabilities and of the construction of Temporary and Permanent Works.

Although the Tenderer is at liberty to insert a rate of his own choosing for each item in the Master Bill, he should note the fact that the Contractor is entitled, under various circumstances, to payment for additional work carried out and that the Project Manager is obliged to determine his assessment of the rates to be paid for such additional work on the rates the Contractor inserted in the Master Bill and in accordance with the conditions of contract.

Clause 8 of each SANS 1200 Standardized Specification, and the measurement and payment clause of each Particular Specification, read together with the relevant clauses of the Project Specifications and the Employer's Standard Specifications, all set out which ancillary or associated activities are included in the rates for the specified operations.

- 2.3 Descriptions in the Master Bill of Quantities are abbreviated and may differ from those in the Standardized Specifications and Scope of Work. No consideration will be given to any claim by the Contractor submitted on such a basis. The Bill has been drawn up generally in accordance with the latest issue of Civil Engineering Quantities<sup>a</sup>. Should any requirement of the measurement and payment clause of the appropriate Standardised or Project or Employer's Specification(s) be contrary to the terms of the Bill or, when relevant, to the Civil Engineering Quantities, the requirement of the appropriate Standardised, Project, Employer's or Particular Specification as the case may be, shall prevail.

- 2.4 Unless stated to the contrary, items are measured net in accordance with the drawings without any allowance having been made for waste.

- 2.5 The amounts and rates to be inserted in the Master Bill of Quantities shall be the full inclusive amounts to the Employer for the work described under the several items. Such amounts shall cover all the costs and expenses that may be required in and for the construction of the work described, and shall cover the costs of all general risks, profits, taxes (but excluding value-added tax), liabilities and obligations set forth or implied in the documents on which the Tender is based.

- 2.6 Prices included in the Master Bill of Quantities are to be based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards applicable at the time in South Africa

- 2.7 An amount or rate shall be entered against each item in the Master Bill of Quantities, whether or not quantities are stated. An item against which no amount or rate is entered will be considered to be covered by the other amounts or rates in the Bill.

The Tenderer shall also fill in a rate against the items where the words "rate only" appear in the amount column. Although no work is foreseen under these items and no quantities are consequently given in the quantity column, the tendered rates shall apply should work under these items actually be required.

Should the Tenderer group a number of items together and tender one sum for such group of items, the single tendered sum shall apply to that group of items and not to each individual item, or should he indicate against any item that full compensation for such item has been included in another item, the rate for the item included in another item shall be deemed to be nil.

The tendered rates, prices and sums shall, subject only to the provisions of the Conditions of Contract, remain valid irrespective of any change in the quantities during the execution of the Contract.

- 2.8 The quantities of work as measured and accepted and certified for payment in accordance with the Conditions of Contract for each Section of work, and not the quantities stated in the Bill of Quantities, will be used to determine payments to the Contractor. The validity of the Contract shall in no way be affected by differences between the quantities in the Bills of Quantities and the quantities certified for payment.

---

a South African Institution of Civil Engineers, *The Standard System of Measurement of Civil Engineering Quantities*

The quantities set out in the Master Bill of Quantities **do not** represent the actual amount of work to be done. On a Sectional / project basis, the quantities of work accepted and certified for payment will be used for determining payments due. Notwithstanding the relevant NEC4 ECC3 clauses, such differences will not be regarded as Compensation events for a particular Section / project

**Ordering of materials** are not to be based on the Bills of Quantities, but only on information issued for construction purposes.

- 2.9 Certain items in the Bills of Quantities (e.g. the container ablution facilities) will have to be procured from Employer approved suppliers or will be provided as free-issue Materials by the Employer. Notwithstanding this arrangement, the Contractor will be responsible for the delivery of the entire Section of work (project) according to the provided specifications
- 2.10 Where this contract requires detailed drawings, designs or other information to be provided, and no rates or prices are included in the bill specifically for such matters, then the Contractor is deemed to have allowed for all costs associated with such requirements within the tendered rates in the Bill of Quantities
- 2.11 For the purposes of this Bill of Quantities, the following words shall have the meanings hereby assigned to them:
- Unit : The unit of measurement for each item of work as defined in the Standardized, Project or Particular Specifications
- Quantity : The number of units of work for each item
- Rate : The payment per unit of work at which the Tenderer tenders to do the work
- Amount: The quantity of an item multiplied by the tendered rate of the (same) item
- Sum : An amount tendered for an item, the extent of which is described in the Bill of Quantities, the Specifications or elsewhere, but of which the quantity of work is not measured in units
- 2.12 The units of measurement indicated in the Bill of Quantities are metric units. The following abbreviations may appear in the Bill of Quantities:
- mm = millimetre
- m = metre
- km = kilometre
- km-pass = kilometre-pass
- m<sup>2</sup> = square metre
- m<sup>2</sup>-pass = square metre-pass
- ha = hectare
- m<sup>3</sup> = cubic metre
- m<sup>3</sup>-km = cubic metre-kilometre
- kW = kilowatt
- kN = kilonewton
- kg = kilogram
- t = ton (1 000 kg)
- % = per cent
- MN = meganewton
- MN-m = meganewton-metre
- PC Sum = prime cost sum
- Prov Sum = provisional sum

### 3 Management Overheads

This project comprises the “rapid rollout” of a significant number of discrete packages, projects or sites of work (Sections). Each of these are typically of similar arrangement and in accordance with a somewhat limited number of layout options and therefore similar in terms of delivery requirements.

However, the precise number and allocation of sites is not pre-defined and the Employer, along with his design and programme management team, will be completing design work and defining allocation of Sections of work (projects) to the Contractor as the project proceeds. The Contractor will therefore be required to be flexible in their working methodology and be able to tackle a varying number of site allocations on a monthly basis.

It is acknowledged that this causes complexity in management structures and overheads for the Contractor, including difficulties in defining site camp arrangements and laydown areas and so forth, especially with the scattered nature of sites across the relevant area of eThekweni Municipality.

The Contractor's prices will be required to take account of the envisaged flexibility required as changes to the rates in the Master Bill of Quantities will not be permitted based on variations in the overall quantity or location of work allocated – there is no specific minimum or maximum quantity of work guaranteed and any forecasts of potential available work made by the Programme/Project Manager are not in any way binding upon the Employer. Whilst all efforts will be made to provide a sensible and consistent allocation of Sections of works (projects) to the Contractor, it is entirely possible that some periods may see the allocation of limited numbers of Sections / projects, whilst other periods may require substantial efforts to achieve completion of a much larger number of Sections / projects.

Further to the above, it is noted that various potential risks and delay issues to the planned completion of individual Sections of work (projects) will not be considered grounds for any price adjustments. Rates will be regarded as fixed and inclusive of all various risks, flexibility, management overheads, profit and so forth required by the Contractor to provide the allocated numbers of completed Sections of work (projects).



## **C2.2: BILL OF QUANTITIES**

The Bill of Quantities follows and comprises of 31 pages. The pages are numbered BoQ 72 to 101 BoQ

## PART C3: SCOPE OF WORK

### PART E3 : INDICATIVE SCOPE OF WORK

	<u>PAGE</u>
<b>C3.1 THE SCOPE OF WORK</b> .....	69
<b>C3.1.1 EMPLOYER'S OBJECTIVES</b> .....	69
<b>C3.1.2 OVERVIEW OF THE WORKS</b> .....	69
<b>C3.1.3 EMPLOYER'S DELIVERY MODEL</b> .....	70
<b>C3.1.4 EXTENT OF WORKS</b> .....	71
<b>C3.1.5 LOCATION OF THE WORKS</b> .....	72
<b>C3.1.6 ALLOCATION OF WORK</b> .....	73
<b>C3.1.7 LABOUR INTENSIVE CONSTRUCTION AND SOCIO-ECONOMIC REQUIREMENTS</b> .....	73
<b>C3.2 ENGINEERING</b> .....	73
<b>C3.2.1 DESIGN</b> .....	73
<b>C3.2.2 EMPLOYER'S DESIGN</b> .....	73
<b>C3.2.3 CONTRATOR'S DESIGN</b> .....	74
<b>C3.2.4 DRAWINGS</b> .....	74
<b>C3.2.5 INSTALLATION, MAINTENANCE AND OPERATING MANUALS AND DATA BOOKS</b> 75	
<b>C3.3 PROCUREMENT</b> .....	75
<b>C3.3.1 PREFERENTIAL PROCUREMENT</b> .....	75
<b>C3.3.2 SUBCONTRACTING</b> .....	75
<b>C3.4 CONSTRUCTION</b> .....	77
<b>C3.4.1 WORKS SPECIFICATIONS</b> .....	77
<b>C3.4.2 SITE ESTABLISHMENT</b> .....	77
<b>C3.4.3 PLANT AND MATERIALS</b> .....	86
<b>C3.4.4 CONSTRUCTION EQUIPMENT</b> .....	87
<b>C3.4.5 EXISTING SERVICES</b> .....	87
<b>C3.5 MANAGEMENT OF THE WORKS</b> .....	88
<b>C3.5.1 GENERIC SPECIFICATIONS</b> .....	88
<b>C3.5.2 PLANNING AND PROGRAMME</b> .....	89
<b>C3.5.2.2 FORMAT</b> .....	89
<b>C3.5.2.3 FAILURE TO MAINTAIN CONSTRUCTION PROGRAMME</b> .....	89
<b>C3.5.2.4 SPECIFIC PROGRAMME REQUIREMENTS</b> .....	89
<b>C3.5.3 CLAIMS AND CERTIFICATES</b> .....	90
<b>C3.5.3.3 INVOICING</b> .....	90
<b>C3.5.4 REPORTING</b> .....	91
<b>C3.5.5 MANAGEMENT MEETINGS</b> .....	91
<b>C3.5.6 DOCUMENTATION CONTROL</b> .....	91
<b>C3.5.7 COMPLETION</b> .....	92
<b>C3.5.8 ENVIRONMENTAL MANAGEMENT</b> .....	92

<b><u>C3.5.9</u></b>	<b><u>QUALITY ASSURANCE</u></b>	92
<b><u>C3.6</u></b>	<b><u>HEALTH AND SAFETY</u></b>	93
<b><u>C3.6.1</u></b>	<b><u>HEALTH AND SAFETY REQUIREMENTS AND PROCEDURES</u></b>	93
<b><u>C3.6.2</u></b>	<b><u>PROTECTION OF THE PUBLIC</u></b>	93
<b><u>C3.6.3</u></b>	<b><u>BARRICADES AND LIGHTING</u></b>	93
<b><u>C3.6.4</u></b>	<b><u>TRAFFIC CONTROL ON ROADS</u></b>	94
<b><u>C3.6.5</u></b>	<b><u>MEASURES AGAINST DISEASE AND EPIDEMICS</u></b>	94
<b><u>C3.6.6</u></b>	<b><u>AIDS AWARENESS</u></b>	94
<b><u>C3.7</u></b>	<b><u>SPECIFICATIONS</u></b>	95
<b><u>C3.7.1</u></b>	<b><u>LIST OF APPLICABLE SPECIFICATIONS</u></b>	95
<b><u>C3.7.2</u></b>	<b><u>VARIATIONS AND ADDITIONS TO SANS 1200 STANDARDIZED SPECIFICATIONS</u></b>	96
<b><u>C3.7.3</u></b>	<b><u>PARTICULAR SPECIFICATIONS</u></b>	97
<b><u>C3.8</u></b>	<b><u>DUTIES OF THE PARTIES</u></b>	100
<b><u>C3.8.1</u></b>	<b><u>Duties of the Project Manager, Supervisor and Contractor</u></b>	100
<b><u>C4.1</u></b>	<b><u>BACKGROUND</u></b>	109
<b><u>C4.2</u></b>	<b><u>DESCRIPTION OF THE SITE</u></b>	109
<b><u>C4.2.1</u></b>	<b><u>GENERAL</u></b>	109
<b><u>C4.2.2</u></b>	<b><u>BOUNDARIES OF THE SITE</u></b>	109
<b><u>C4.2.3</u></b>	<b><u>ACCESS TO THE SITE</u></b>	109
<b><u>C4.2.4</u></b>	<b><u>COMMUNITY CONSTRAINTS</u></b>	109
<b><u>C4.3</u></b>	<b><u>GROUND CONDITIONS</u></b>	109

## **STATUS**

In the event of any discrepancy between the Employer's Works Information and a part or parts of the SANS 1200 Standardized Specifications, the Bill of Quantities or the Drawings, the Project Specifications shall take precedence and prevail in the Contract.

### **C3.1 THE SCOPE OF WORK**

#### **C3.1.1 EMPLOYER'S OBJECTIVES**

The Employer's objective is to use the services of suitably qualified contractors to implement water and water borne sanitation projects to EThekwini Municipal areas and schools, as well as building work and other special projects on behalf of EThekwini Municipality, over a period of 3 years. Building work will include but not limited to water reservoirs, pump station, etc...

The Employer is aiming at appointing contractors into a framework contract using the standardised rates. Contractors will be grouped according to their CIDB levels, allocated work on a rotation depending on work availability and their performance on completed projects. The employer intends to invoke S24 of the SCM policy to negotiate terms & condition of contract with the intention to standardise the rates in line with market related & preferred bidders. Tenderers will be listed on the panel for each category based on their initial price offers, for the purposes of allocation of work. Work will be allocated based on CIDB Levels. Contractors will be invited to quote for projects with rates not covered by the standardised bill of quantity.

For the rapid rollout purposes the approval of task order with a value of R2 million will be delegated to the Head of the Unit. Anything above that amount will be approved by SCM.

A quarterly report on project progress & spent analysis will be submitted to SCM / Bid Adjudication Committee.

As part of transformation/ developmental objectives the employer will evaluate this framework into two categories, namely:

**Category A:** only for contractors with a CIDB grading from 5 to 7

**Category B:** only for contractors with a CIDB from 8 upward

It is the intention of the employer to appoint 30 contractors per category, which makes a total of 60 contractors.

The expected outcome of the multiyear programme is that the budget provided in respect of each financial year will be efficiently and effectively spent on providing the infrastructure in a manner that contributes to the eThekwini's social and economic development agenda.

The Employer's further objectives are to deliver public infrastructure using labour-intensive methods.

The Employer expects the works to be undertaken safely, efficiently and effectively with due attention paid to environmental and social concerns, finally delivering a fit for purpose solution to identified communities not yet satisfactorily provided with such services.

#### **C3.1.2 OVERVIEW OF THE WORKS**

The works generally comprise water and sanitation infrastructure, spread over four (4) geographical areas within the eThekwini Municipality. The successful contractors will be appointed into a framework contract for a panel of contractors to participate on the close tender, where applicable, of the following work:

- 1) Bulk sewer and water infrastructure, providing primary infrastructure within particular areas

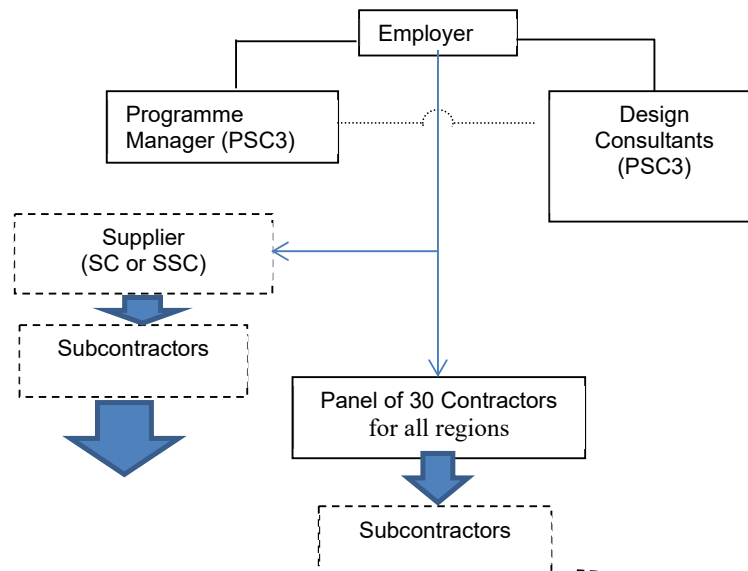
It is noted that the actual scope of work for any specific Site/Section/Project could vary from the primary categories listed above, depending on the requirements of the Programme Manager and Employer.

- 2) Water and Sanitation reticulation, including the associated infrastructure;
- 3) Water and Sanitation infrastructure for Schools under the Department of Education;
- 4) Refurbishment of the municipal assets, which include but not limited to Communal Ablution Blocks;
- 5) Miscellaneous Building work for EThekweni municipality.
- 6) Relays of Water and Sanitation pipelines and associated infrastructure.
- 7) Maintenance of water and sanitation infrastructure, including schools.
- 8) Any other special projects for EThekweni Municipality.

### C3.1.3 **EMPLOYER'S DELIVERY MODEL**

eThekweni Water Services has/will procure the services of:

ECC3



#### **Legend for NEC4 contracts**

PSC: Design Consultant Contract  
 ECC: Engineering and Construction Contract  
 ECS: Engineering and Construction Subcontract  
 ECSS: Engineering and construction Short Subcontract  
 SC: Supply contract  
 TSSC: Term service short contract

**Figure 1: Programme management contract**

- 1) a Programme Manager to convert the budget into works packages (sections/sites/projects), manage the delivery of the works, act as the Employer's Agent in terms of the Design Consultants PSC3 Contracts, act as the Project Manager in terms of the Contractors ECC4 Contracts and to provide cost consultancy services

- 2) several Design Consultants to provide design services and to monitor the quality of the constructed works and certify quantities as well as act as the Supervisor in terms of the Contractors ECC3 Contracts
- 3) Several Contractors to construct the works under various categories of contract and in various geographically specific regions of the eThekweni Municipality using the NEC4 family of contracts and in a manner that fully satisfies the requirements of the CIDB's Standard for Uniformity in Construction Procurement.

The Programme Manager acts as the Employer in the NEC4 Professional Services Contract with the Design Consultants, save for making payments due, and as the Project Manager in the NEC4 Engineering and Construction Contract with the Contractors. The Employer will generally interface with the Contractors and Design Consultants through the appointed Programme Manager.

The Programme Manager is responsible for converting the delivery plan into work packages for the Design Consultants who will develop the scope of work for each section / site / project and provide the drawings, individual bills of quantities and project specifications for each work package / section / site / project.

The Contractors within the panel will be invited to tender on the works packages produced by Design Consultants and approved by EThekweni Municipality.

### **C3.1.4            EXTENT OF WORKS**

The contract does not contain detailed works information, individual bills of quantity or project specifications for any specific section / site / project at the outset. Instead, the works information prescribes the standard aspects of the work anticipated to be performed by the Contractor and prescribes the overall management arrangements and constraints to be placed on the Contractor.

Individual sections / sites / projects will be allocated to the Contractor by the EThekweni Municipality Through Competitive bidding process per work package during the course of the contract. Work package will contain standard conditions, specifications, bill of quantities and project / particular specifications for that particular section / site / project, with the relevant details as outlined elsewhere in this contract document.

The works to be carried out by the Contractor under this Contract comprise mainly the following:

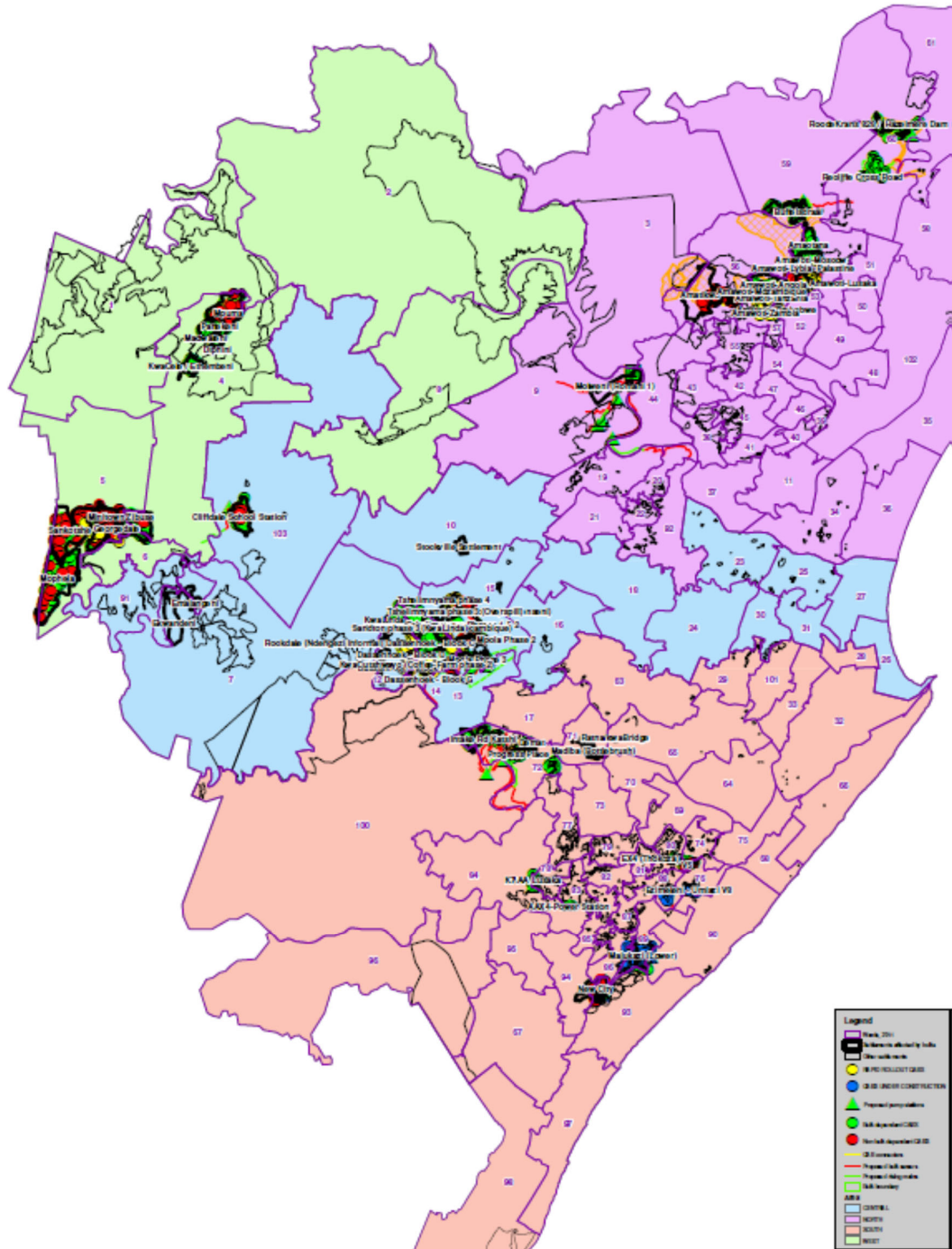
- a) Construction of bulk water supply infrastructure
- b) Construction of sewer infrastructure, including communal ablution blocks.
- c) Construction of pump station and reservoir. Including connection to an adjacent sewer terminal manhole and adjacent water supply
- d) Refurbishment of existing water and sanitation infrastructure
- e) Location and protection of existing services
- f) Correction of defects in the works in accordance with the requirements specified in the contract documents.
- g) Construction of water and sanitation reticulation, including the associated infrastructure;
- h) Construction of water and sanitation infrastructure for schools;
- i) Refurbishment of the municipal assets, which include but not limited to communal ablution blocks;
- j) Miscellaneous building work.
- k) Relays of water and sanitation pipelines and associated infrastructure.
- l) To provide mentorship program through Subcontractor development.

This description of the Works is not necessarily complete and shall not limit the work to be carried out by the Contractor under this Contract.

### C3.1.5

### LOCATION OF THE WORKS

This contract is for the all geographic region of eThekweni as outlined in the sketch below:



It is possible that work may be allocated to the Contractor outside of the specific area noted above. Any such allocations of work will be made by the Programme Manager in discussion with the Contractor, approved by the Employer.

It is possible that work within the above area for this contract may be allocated to other Contractors under other contracts. Such allocation will be at the discretion of the Employer.

Individual Sections (projects) may be allocated anywhere within the indicated area.

#### **C3.1.6 ALLOCATION OF WORK**

A Service Provider may not be considered for award under this panel if they have 2 contracts awarded under the panel and are in progress/under construction and have not achieved practical completion. Bidders will be limited to no more than 3 awards for the duration of the panel.

#### **C3.1.7 LABOUR INTENSIVE CONSTRUCTION AND SOCIO-ECONOMIC REQUIREMENTS**

The works shall be constructed in such a manner that temporary work opportunities are created for unemployed persons in accordance with the latest edition of Guidelines for the Implementation of Labour-Intensive Infrastructure Projects ([www.epwp.go.za](http://www.epwp.go.za)) in so far as these guidelines may be applied.

The Employer may provide bonus incentives to achieve key performance indicators relating to socio-economic objectives.

**For clarity, it is explicitly noted that the Contractor will not be permitted to utilize his own unskilled labour and that only local labour will be permitted at the unskilled level.**

Only skilled and supervisory resources from the Contractor's own staff may be utilized on site to manage the works and deliver the site. The Contractor will therefore be required to employ unskilled local labour on a temporary basis, typically per Section / site and usually per eThekweni Ward, in accordance with appropriate policies and procedures in this regard. Wages and minimum wage rates for the local, temporary employees will typically be determined in accordance with South African legislation and any bargaining council agreements for the construction industry that may be relevant at the time.

The Contractor is also to note that the employment of local labour is often a time consuming task, requiring the involvement of and liaison with the relevant local political structures and furthermore that no guarantee of labour productivity can be given. The Contractor's programmes must take this into account.

Training and developmental opportunities shall be given to target groups as may be specified by the Employer from time to time.

### **C3.2 ENGINEERING**

#### **C3.2.1 DESIGN**

The Employer, using designated Design Consultants, is responsible for the design of the permanent Works unless otherwise stated.

The Contractor is responsible for the design of the temporary Works and their compatibility with the permanent Works

#### **C3.2.2 EMPLOYER'S DESIGN**

The Employer's design covers the following:

##### **C3.2.2.1 Water Infrastructure**

Water infrastructure consists of the provision of either bulk supply, typically from appropriate zone reservoirs or take-off nodes as appropriate to the Employer's water network and existing infrastructure, or primary reticulation from existing bulks.



The infrastructure is designed with a view to providing all future planned requirements for the area concerned, particularly in respect of planned future housing projects, however it typically ends at a bulk metering point adjacent to identified sites on which individual ablution facilities will be provided.

#### **C3.2.2.2 Sewer Infrastructure**

Sewer infrastructure consists of the provision of bulk sewers, gravity and rising mains and pump stations. The infrastructure typically ends at a terminal manhole adjacent to identified sites on which individual ablution facilities will be provided.

The infrastructure is designed with a view to providing all future planned requirements for the area concerned, particularly in respect of planned future housing projects.

#### **C3.2.3 CONTRATOR'S DESIGN**

##### **C3.2.3.1 Parts of the works which the Contractor is to design**

The Contractor is to design the following parts of the works:

- 1) any temporary works that the Contractor considers necessary for the Works
- 2) Concrete mix designs
- 3) Asphalt mix designs
- 4) any alternative proposals.

##### **C3.2.3.2 Procedure for submission and acceptance of Contractor's design**

Alternative designs shall be submitted as a proposal in detail to the Supervisor for approval, prior to the Contractor commencing with the detail design.

The Contractor undertakes design safety reviews in conjunction with the Supervisor.

Acceptance of documentation/design by the Supervisor or Project Manager will in no way relieve the Contractor of their responsibility for the correctness of information, or conformance with the requirements. This responsibility rests solely with the Contractor

#### **C3.2.4 DRAWINGS**

The Contractor shall use only the dimensions stated in figures on the Drawings in setting out the Works, and dimensions shall not be scaled from the Drawings, unless required by the Supervisor or Project Manager. The Supervisor or Project Manager will, on the request of the Contractor in accordance with the provisions of the Conditions of Contract, provide such dimensions as may have been omitted from the Drawings.

The Contractor shall ensure that accurate as-built records are kept of all infrastructure installed or relocated during the Contract. The position of pipe bends, junction boxes, duct ends and all other underground infrastructure shall be given by either co-ordinates, or stake value and offset. Where required by the Supervisor, levels shall also be given. A marked-up set of drawings shall also be kept and updated by the Contractor. This information shall be supplied to the Supervisor or Project Manager on a regular basis.

The Contractor shall supply all details required by the Supervisor to assist the Supervisor in the compilation of the as-built drawings.

All information in possession of the Contractor, required by the Supervisor or Project Manager to complete the as-built/record drawings, must be submitted to the Supervisor or Project Manager before a Certificate of Completion will be issued.

The Drawings prepared by the Employer will be issued to the Contractor as part of the documentation package mentioned in C3.1.6, Allocation of Work, Item (1) above. The Employer reserves the right to issue amended and/or additional drawings during the Contract.

### **C3.2.5 INSTALLATION, MAINTENANCE AND OPERATING MANUALS AND DATA BOOKS**

These shall be supplied by the Contractor as manuals in an A4 hard covered, grease and waterproof binder using 2 ring type binders.

Drawings and charts larger than A4 shall be folded and those greater than A3 shall be enclosed in an A4 plastic pocket of adequate strength.

Manuals shall be well indexed and user friendly. Manuals shall include a summarized Table of Contents and in manuals comprising a number of files/volumes there should be one summarized Table of Contents in each of the files/volumes. The draft Table of Contents shall be submitted for review to the Supervisor prior to the compilation and official submittal of the manuals. The technical content of manuals shall be specified by the Supervisor.

The originals of all brochures shall be issued to the Supervisor. When a general brochure is applicable to a range of equipment, then the specific item, catalogue number or model number shall be stated, which is best achieved by introducing a separate index page, which cross-references the specific item to a tag number.

The address, phone numbers, fax numbers and reference numbers of all Subcontractors shall be provided.

Where manuals include drawings that still need to be revised to "As-Built" status, and such manuals are required prior to 'As-Built' status, the manual will not be considered to be in its final form until the "As-Built" version of each such drawing has been incorporated.

The required number of copies of the manual (s) shall be as specified by the Supervisor and submitted per type or model number of equipment included in the contract, or as specified by the Supervisor.

### **C3.3 PROCUREMENT**

#### **C3.3.1 PREFERENTIAL PROCUREMENT**

##### **C3.3.1.1 Requirements**

The Contractor shall ensure, to the best of his ability, that: all Plant, Materials and Equipment purchased or hired in respect of this contract is purchased or hired from enterprises as local to the vicinity of the particular Section of work (project) as practically possible.

#### **C3.3.2 SUBCONTRACTING**

##### **C3.3.2.1 Scope of mandatory subcontract works**

The Contractor is required to support the Employer's goals regarding the participation of smaller and emerging contractors in the programme of works in which this Contract forms a part. The Employer's general goal is to ensure that a number of these smaller contractors are able to participate in the programme and that their activities in this regard assist in improving their CIDB contractor grading by at least two levels.

The Contractor shall sub-contract a minimum of 30% of the value of works allocated to him by the Programme Manager (by gross certified works value at completion of the whole of the works, excluding VAT) to up to two (2) sub-contractors selected from a panel of sub-contractors established by the Municipality specifically in respect of this project.

It is required that these sub-contract allocations consist of an appropriate number of Sections / projects, with 25% of the works for a particular Section / project being undertaken by the relevant sub-contractor.

The Project Manager, Supervisor and Employer may provide input regarding the selection of which Sections (projects) of work allocated to the Contractor are in turn allocated to sub-contractors. Specifically, in support of the Employer's objectives, it will generally not be

acceptable for the Contractor to allocate only “difficult” or otherwise challenging Sections of work to the sub-contractors. A balanced approach is required and will be enforced by the Project Manager if deemed necessary by the Employer. No claim from the Contractor will be entertained in this respect.

#### **C3.3.2.2 Subcontracting procedures**

The Contractor shall enter into the sub-contract arrangements in terms of the conditions of contract and shall use the NEC4 Engineering and Construction Subcontract (ECS3) as the conditions of sub-contract.

The terms of the sub-contract agreement shall be no more onerous than the terms set out in this Contract, except where this is naturally required by the Contract / Sub-contract arrangements (for example, the period for response in the sub-contract may be suitably shorter than the period for response required by this contract).

#### **C3.3.2.3 Mentoring Requirements**

The Contractor shall ensure that the sub-contractor is supported, mentored and developed in accordance with the following requirements:

- 1) Contractual understanding and management, particularly the NEC4
- 2) Financial management and handling of contractual and construction financial affairs, including cash flow, procurement, claim, invoicing and payment processes and similar
- 3) Construction and site management of general construction activities, particularly with a view to efficiency improvements and cost effective operations
- 4) Management and operations in respect of Health and Safety and Environmental requirements

In order to assist with the mentoring provided by the Contractor to the sub-contractor, the Employer will separately appoint a roving/general mentoring consultant who will have oversight and provide assistance with respect to the detailed mentoring activities to be provided by the various contractors appointed by the Employer. This will also ensure consistency in approach for the entire programme.

#### **C3.3.2.4 Performance Monitoring**

The Contractor is required to monitor the performance of each appointed sub-contractor and report the performance to the Employer in formats and details as will be indicated from time to time by the Project Manager.

#### **C3.3.2.5 Record Keeping and Reporting**

The Contractor shall keep comprehensive records of all aspects relating to these sub-contracts. In addition to all requirements specified elsewhere in the Employer's Works Information, the Contractor shall additionally keep records of:

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

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

#### **C3.3.2.6 Pricing**

The Prices (and related documents such as the bill of quantities) shall be the same in the sub-contract as in this contract, with the exception of items in the Master Bill of Quantities in this contract that apply only to this Contract (for example: attendance on these specific subcontracts).

#### **C3.3.2.7 Attendance on subcontractors**

All obligations and requirements in respect of the mandatory sub-contracting requirements are deemed to have been taken into account in the pricing of the Master Bill of Quantities and no claim from the Contractor will be entertained in respect of any of the items above.

### **C3.4 CONSTRUCTION**

#### **C3.4.1 WORKS SPECIFICATIONS**

##### **C3.4.1.1 Applicable SANS 1200 Standardized Specifications**

The SANS 1200 Standardized Specifications for civil engineering construction that are applicable are listed in C3.7.1.

##### **C3.4.1.2 Particular Specifications**

The Particular Specifications for work not covered by the SANS 1200 Standardized Specifications are listed in C3.7.1 and included in C3.7.3.

##### **C3.4.1.3 Other Standards**

The eThekweni Municipality's Engineering Specifications that are applicable are listed in C3.7.1

##### **C3.4.1.4 Variations and Additions to the SANS 1200 Standardized Specifications**

Variations and additions to the SANS 1200 Standardized Specifications listed in C3.7.1 are given in section C3.7.2.

#### **C3.4.2 SITE ESTABLISHMENT**

As explained elsewhere in the Works Information, various Sections of work (projects) will be allocated to the Contractor by the Programme Manager as the programme proceeds.

As the anticipated works consist types of projects, each Section shall be considered to have individual site establishment requirements and the following matters shall be addressed for each Section of work

##### **C3.4.2.1 Services and facilities provided by the Employer**

###### **(a) Water sources**

The Contractor shall, at his own cost, make all arrangements necessary for the supply and distribution of water required for construction purposes as well as for use in and about his site establishment(s) and for human consumption.

###### **(b) Electricity supply**

The Contractor shall, at his own cost, make all arrangements necessary for the supply and distribution of electrical power required for construction purposes as well as for use in and about his site establishment(s).

The Contractor shall comply with all prevailing legislation in respect of the generation and distribution of electricity and shall, when required by the Project Manager, produce proof of such compliance.

###### **(c) Excrement disposal**

The Contractor shall, at his own cost, be responsible for making all necessary arrangements with the excrement disposal authority for the disposal of excrement and for the provision of all buckets and other things as may be required by the disposal authority.

No warranty is offered or given by the Employer that the existing available reticulated water-borne sewage disposal will necessarily be adequate for the Contractor's purposes nor that its operation is in any way guaranteed.

All charges that may be levied by the responsible disposal authority in respect of the disposal of excrement generated on the Site in consequence of the execution of the Contract shall be for the Contractor's account and payment to the Contractor in respect thereof shall be deemed to be included in the sums tendered by the Contractor.

The Contractor shall, when reasonably required by the Project Manager, produce documentary proof that all amounts as may have become due and payable by the Contractor to the responsible disposal authority have been promptly paid in full.

**(d) Area for Contractor's site establishment**

The Employer has no suitable areas available where the Contractor may erect offices, workshops, stores and other facilities that he requires for the purposes of the Contract. The Contractor shall, at his own cost, be responsible for locating and making all arrangements necessary for securing area(s) suitable to meet his needs in respect of the erection of the Contractor's offices, stores and other facilities, including the facilities to be provided for the Project Manager and Supervisor in accordance with the Contract.

Any potential area proposed by the Contractor shall be within reasonable proximity to the works and its location shall be subject to the approval of the Supervisor, which approval shall not be unreasonably withheld.

**C3.4.2.2 Facilities provided by the Contractor**

**(a) Facilities for the Project Manager and Supervisor**

No separate office or facilities are required for the Project Manager. The Project Manager shall be allowed free use of all the Contractor's site facilities as may be required.

The Contractor shall provide at a suitable location or locations, for the duration of the Contract and for the exclusive use of the Supervisor, the various facilities described hereunder. All such facilities shall be provided promptly on the commencement of the Contract and failure on the part of the Contractor to provide any facility required in terms of this specification shall constitute grounds for the Project Manager to withhold payment until the facility has been provided or restored as the case may be.

**(i) Office accommodation**

At the site camp established by the Contractor, a separate, air-conditioned office is required for the exclusive use of the Supervisor, consisting of suitable accommodation for a minimum of two (2) staff, including office desks with lockable drawers, chairs, a plan cupboard, a filing cabinet, a plan table and ancillary furniture and fittings as may be required by the Supervisor.

The Supervisor shall be allowed free use of all the Contractor's site facilities.

The Supervisor shall be allowed free use of survey equipment and assistants to carry out control work as and when required, and the Contractor shall provide all pegs, concrete, tools and other necessary items as well as all necessary labour for excavation, bush clearing, mixing and placing of concrete, as and when required for the control of the setting out of the Works.

**(ii) Carports**

At the site camp established by the Contractor, the Contractor shall provide on Site for the duration of the Contract, carport for the use of the Supervisor and his staff. Each carport shall be constructed so that the vehicle parked under it is always protected against the direct rays of the sun. The carport area shall be at least 20 m<sup>2</sup> and the floor shall be covered with a layer of crushed stone to alleviate dusty and muddy conditions. The carport(s) shall be positioned so as to provide easy and convenient access to the Supervisor's office.

(iii) Site meeting venue

The Contractor shall provide within his own site establishment facilities, a suitably furnished office or other venue capable of comfortably accommodating a minimum of six (6) persons at site meetings. The Supervisor shall be allowed free use of such venue for conducting any other meetings concerning the Contract at all reasonable times.

(iv) Contract name boards

At each Section (project), the Contractor shall provide, erect and maintain two (2) Contract name boards at such positions and locations directed by the Project Manager, which name boards shall, unless otherwise specified elsewhere in the Contract, comply with the recommendations for the standard board of the South African Association of Consulting Engineers, with regard to size, painting, decorating and detail, and the requirements described hereunder.

Each name board shall be made of tempered hardboard with a thickness of at least 12 mm, so braced on the reverse side as to prevent warping and shall be mounted on two or more, as necessary, firmly planted poles. The painting of the boards shall comply with the relevant requirements of CKS 193 and the colours of the paints shall be an acceptable match to the applicable colours given in SANS 1091.

The Contractor shall keep the Contract name boards in good state of repair for the duration of the Contract and shall remove them on completion of the Contract.

(v) Survey equipment and assistants

The Contractor shall, for the duration of the Contract, provide the following survey equipment for the exclusive use of the Supervisor and his staff:

- 1 upright reading automatic level with tripod;
- 1 metric levelling staff with protective cover bag;
- 6 ranging rods;
- 1 100 metre Stilon tape measure;
- 1 ± 2 kg hammer.

Whenever reasonably required by the Supervisor, the Contractor shall make available to the Supervisor or his representative, the following additional survey equipment:

- 1 tacheometer with tripod;
- 1 survey staff for tacheometer;

All such survey equipment provided by the Contractor shall be in good condition, properly calibrated and fit for the purpose and shall be kept fully serviceable at all times by the Contractor at his own cost. The Contractor shall have any defective equipment repaired or replaced at his own cost within 12 hours after notification by the Supervisor's staff.

Where required by the Supervisor, the Contractor shall at his own cost, promptly arrange for the recalibration of survey equipment provided.

(vi) Telephone facilities

The Contractor does not need to provide telephone facilities for the Project Manager or Supervisor

(vii) Computer and copying/printing/scanning facilities

The Contractor does not need to provide computer facilities for the Project Manager or Supervisor

The Contractor provides a networked, multi-purpose, black and white photocopy/scanning/printing machine. This machine may be shared with the

Contractor's own facilities and does not need to be for the exclusive use of the Supervisor. Appropriate computer network facilities shall be installed to permit all of the Supervisor's staff to connect their own computer facilities to this machine.

All equipment provided shall be kept fully serviceable at all times by the Contractor. The Contractor shall have any defective equipment repaired or replaced at his own cost within 12 hours after notification by the Supervisor's staff.

The Contractor shall further provide at his own cost, all paper and black ink cartridges and other consumables reasonably required by the Supervisor.

(viii) Fax facilities

The Contractor does not need to provide fax facilities for the Project Manager or Supervisor

(ix) Electricity supply for the Supervisor

All electricity supply to the Supervisor's office(s), whether provided by the Contractor by way of a reticulated supply from a local authority or other authorised electricity supply, or by way of on-site generators, shall be regulated by the Contractor to within limits such as to prevent damage due to fluctuations in the electrical current supply that may occur to any electrical plant and equipment provided by the Contractor or the Supervisor. Continuity of supply shall be ensured by appropriate means (e.g. generator) by the Contractor, particularly with reference to the current South Africa environment and load shedding practices presently occurring.

The Contractor shall be liable for and pay to the Supervisor on demand, all costs that the Supervisor may incur in the repair or replacement of any electrical equipment provided by the Supervisor on the Site. Reliance by the Contractor on the regulation of the electrical supply by the supplier or on current regulators fitted to generators shall not absolve the Contractor of his liabilities and, where appropriate, the Contractor shall provide and install at his own cost, all such electrical current-regulating equipment as is necessary to prevent damage to the said equipment.

(x) Site instruction book

The Contractor shall keep a triplicate book for site instructions on the Site at all times.

**(b) Water**

The Contractor shall, at his own expense, be responsible for obtaining and distributing all water as may be required for the purposes of executing the Contract, including water for both construction purposes and domestic use, as well as for making all arrangements in connection therewith. The Contractor shall further, at his own expense, be responsible for providing all necessities for procuring, storing, transporting and applying water required for the execution of the Contract, including but not limited to all piping, valves, tanks, pumps, meters and other plant and equipment, as well as for all work and superintendence associated therewith.

The sources of all water utilised for the purposes of the Contract shall be subject to the prior approval of the Supervisor, which approval shall not be unreasonably withheld.

The Contractor shall comply with all prevailing legislation in respect of drawing water from natural and other sources and shall, when required by the Supervisor, produce proof of such compliance. The distribution of water shall be carried out by the Contractor strictly in accordance with the applicable laws and regulations.

All water provided by the Contractor for construction purposes shall be clean, free from undesirable concentrations of deleterious salts and other materials and shall comply with any further relevant specifications of the Contract. The Contractor shall, whenever reasonably required by the Supervisor, produce test results demonstrating such

compliance. Water provided by the Contractor for human consumption shall be healthy and potable to the satisfaction of the health authorities in the area of the Site.

No separate payment will be made to the Contractor for the obtainment, distribution and consumption of water, the costs of which will be deemed to be included in the Contractor's tendered rates.

**(c) Electricity**

The Contractor shall, at his own expense, be responsible for obtaining and distributing all electricity as he may require for the purposes of executing the Contract, including electricity for both construction purposes and domestic use, as well as for making all arrangements in connection therewith.

The distribution of electricity shall be carried out by the Contractor strictly in accordance with the applicable laws and regulations.

No separate payment will be made to the Contractor for the obtainment, distribution and consumption of electricity, the costs of which will be deemed to be in the Contractor's tendered rates and prices.

**(d) Excrement disposal**

The Contractor shall, at his own expense, be responsible for safely and hygienically dealing with and disposing of all human excrement and similar matter generated on the Site during the course of the Contract, to the satisfaction of the responsible health authorities in the area of the Site and the Engineer. All such excrement shall be removed from the Site and shall not be disposed of by the Contractor on the Site.

The Contractor shall further comply with any other requirements in this regard as may be stated in the Contract.

No separate payment will be made to the Contractor in respect of discharging his obligations in terms of this subclause and the costs thereof shall be deemed to be included within the Contractor's tendered Preliminary and General Items.

**C3.4.2.3 Site usage**

Sections of work may consist primarily of narrow linear corridors. Working conditions on each site are typically restrictive in nature with limited opportunity for laydown areas and the like.

If the Contractor chooses to establish a centralized camp, it is noted that this does not form part of the Site in terms of the conditions of contract.

**C3.4.2.4 Permits and wayleaves**

The Employer shall be responsible to obtain all the wayleave required for this Contract.

**C3.4.2.5 Features requiring special attention**

**(a) Site maintenance**

During progress of the work and upon completion thereof, the Site of the Works shall be kept and left in a clean and orderly condition. The Contractor shall store materials and equipment for which he is responsible in an orderly manner, and shall keep the Site free from debris and obstructions.

**(b) Testing and quality control**

**(i) Contractor to engage services of an independent laboratory**

Notwithstanding the requirements of the Specifications pertaining to testing and quality control, the Contractor shall engage the services of an approved independent laboratory to undertake all testing of materials, the results of which are specified in, or may reasonably be inferred from, the Contract. These results will



be taken into consideration by the Supervisor in deciding whether the quality of materials utilised and workmanship achieved by the Contractor comply with the requirements of the Specifications. The foregoing shall apply irrespective of whether the specifications indicate that the said testing is to be carried out by the Supervisor or by the Contractor.

The Contractor shall be responsible for arranging with the independent testing laboratory for the timeous carrying out of all such testing specified in the Contract, at not less than the frequencies and in the manner specified. The Contractor shall promptly provide the Supervisor with copies of the results of all such testing carried out by the independent laboratory.

For the purposes of this clause, an "independent laboratory" shall mean an "approved laboratory" (as defined in sub clause PSA 7.2) which is not under the management or control of the Contractor and in which the Contractor has no financial interest, nor which has any control or financial interest in the Contractor.

- (ii) **Additional testing required by the Engineer**  
In addition to the provisions of subclause C3.4.2.5(b)(i): Contractor to engage services of an independent laboratory, the Supervisor shall be entitled at times during the Contract to require that the Contractor arrange with the independent laboratory to carry out any such tests, additional to those described in subclause C3.4.2.5(b)(i), at such times and at such locations in the Works as the Supervisor shall prescribe. The Contractor shall promptly and without delay arrange with the independent laboratory for carrying out all such additional testing as required by the Supervisor, and copies of the test results shall be promptly submitted to the Supervisor.

- (iii) **Costs of testing**

- (a) Tests in terms of subclause C3.4.2.5(b)(i)

The costs of all testing carried out by the independent laboratory in accordance with the requirements of subclause C3.4.2.5(b)(i), above shall be borne by the Contractor and shall be deemed to be included in the tendered rates and prices for the respective items of work as listed in the Bill of Quantities and which require testing in terms of the Specifications. No separate payments will be made by the Employer to the Contractor in respect of any testing carried out in terms of subclause C3.4.2.5(b)(i).

Where, as a result of the consistency of the materials varying or as a result of failure to meet the required specifications for the work, it becomes necessary to carry out additional tests (e.g. re-tests on rectified work and/or replacement materials), the costs of such additional testing shall be for the Contractor's account.

- (b) Additional tests required by the Supervisor

The costs of any additional tests required by the Supervisor in terms of subclause C3.4.2.5(b)(i): Additional testing required by the Supervisor, shall be reimbursed to the Contractor against substitution of the Provisional Sum allowed therefore in the Bill of Quantities; provided always that the costs of any such additional tests ordered by the Supervisor, the results of which indicate that the quality of the materials utilised and/or the standard of workmanship achieved are/is not in accordance with the specifications, shall not be reimbursable to the Contractor.

- (c) **Contractor supplied equipment**

The Contractor shall when required to supply any testing, measuring and/or survey equipment for the Supervisor's use provide calibration certificates or verification certificates (as appropriate) for all equipment. This shall apply for both shared equipment as well as for equipment specified to be provided for the Supervisor's use on site.

Calibration or verification, by certified authorities shall be subject to the Supervisor's approval:

- prior to the delivery of any equipment to the Supervisor; and
- thereafter at intervals as prescribed for the relevant equipment but not less than every twelve (12) months.

The calibration/verification certificate for each item of equipment shall be submitted to the Supervisor for approval prior to its use or within seven (7) days of subsequent re-calibration/verification.

Unless otherwise provided for in the bill of quantities the cost of providing the above specified equipment.

Failure to submit certificates shall result in payment for the equipment being withheld.

**(d) Subcontractors**

All matters pertaining to subcontractors and the work executed by them shall be dealt with directly between the Supervisor or Project Manager, as the contract may require, and the Contractor in the context of all subcontract work being an integral part of the Works for which the Contractor is responsible.

The Supervisor and Project Manager will not liaise directly with any subcontractors nor will they issue instructions concerning the subcontract works directly to any subcontractor.

All matters arising from the subcontract agreements shall be dealt with directly between the Contractor and the subcontractors and the Supervisor and Project Manager will not become involved.

**(e) Opening up and closing down of designated borrow pits**

Measurement and payment for opening up and closing down designated borrow pits, including removing and stockpiling overburden and restoring the Site, shall be made under item 8.3.4 of SANS 1200 D. This item applies to all borrow material required under this Contract.

The requirements of sub clause 5.2.2.2 of SANS 1200 D regarding the opening up, maintenance and closing down of borrow pits shall be adhered to.

**(f) Access to properties**

The Contractor shall organise the work to cause the least possible inconvenience to the public and to the property owners adjacent to or affected by the work, and except as hereunder provided, shall at all times provide and allow pedestrian and vehicular access to properties within or adjoining or affected by the area in which he is working.

If, as a result of restricted road reserve widths and the nature of the work, the construction of bypasses is not feasible, construction shall be carried out under traffic conditions to provide access to erven and properties.

Notwithstanding the foregoing, the Contractor may, with the prior approval of the Supervisor (which approval shall not be unreasonably withheld), make arrangements with and obtain the acceptance of the occupiers of erven and properties to close off part of a street, road, footpath or entrance temporarily, provided that the Contractor duly notifies the occupiers of the intended closure and its probable duration, and reopens the route as punctually as possible. Where possible, such streets, roads, footpaths and entrances shall be made safe and reopened to traffic overnight. Such closure shall not absolve the Contractor from his obligations under the Contract to provide access at all times. Barricades, traffic signs, drums and other safety measures appropriate to the circumstances shall be provided by the Contractor to suit the specific conditions.

**(g) Existing residential areas**



Electricity and water supply interruptions in existing residential areas shall be kept to a minimum. The Supervisor's approval shall be obtained prior to such interruptions and residents shall be notified in writing at least 24 hours but not more than 48 hours in advance. Supplies shall be normalised by 16:00 on the same day.

**(h) Labour-intensive competencies of supervisory and management staff**

Contractor having a CIDB Contractor grading designation of 5CE and higher shall only engage supervisory and management staff in labour intensive works who have either completed, or for the period 1 April 2004 to 30 June 2006, are registered for training towards, the skills programme outlined in Table 1.

The managing principal of the Contractor, namely, a sole proprietor, the senior partner, the managing director or managing member of a close corporation, as relevant, having a Contractor grading designation of 1CE, 2CE, 3CE and 4CE shall have personally completed, or for the period 1 April 2004 to 30 June 2006 be registered on a skills programme for the NQF level 2. All other site supervisory staff in the employ of such Contractors must have completed, or for the period 1 April 2004 to 30 June 2006 be registered on a skills programme, for the NQF level 2 unit standards or NQF level 4 unit standards.

**Table 1: Skills programme for supervisory and management staff**

<b>Personnel</b>	<b>NQF level</b>	<b>Unit standard titles</b>	<b>Skills programme description</b>
Team leader/supervisor	2	Apply Labour-intensive Construction systems and Techniques to Work Activities	This unit standard must be completed, <b>and</b>
		Use Labour-intensive Construction Methods to Construct and Maintain roads and Storm water Drainage	 one of these 3 unit standards be used
		Use Labour-intensive Construction Methods to Construct and Maintain Water and Sanitation Services	
		Use Labour-intensive Construction methods to Construct, Repair and Maintain Structures	
Foreman/supervisor	4	Implement Labour-intensive Construction systems and Techniques	This unit standard must be completed, <b>and</b>
		Use Labour-intensive Construction Methods to Construct and Maintain Roads and Storm water Drainage	 any one of these 3 unit standards be used
		Use Labour-intensive Construction Methods to Construct and Maintain Water and Sanitation Services	
		Use Labour-Intensive Construction Methods to Construct, Repair and Maintain Structures	
Site agent/Manager (i.e. the Contractor's most senior representative who is resident on the site)	5	Manage Labour-intensive Construction Processes	Skills Programme against this single unit standard

**(i) Monthly statements and payment certificates**

The procedures for monthly claims are described in Section C.3.5.3 of the Works Information

**(j) Construction in restricted areas**

Working space is sometimes restricted. The construction method used in these restricted areas largely depends on the Contractor's Plant. Notwithstanding, measurement and payment will be strictly according to the specified cross-sections and dimensions

irrespective of the method used, and the rates and prices tendered will be deemed to include full compensation for any difficulties encountered by the Contractor while working in restricted areas. No extra payment nor any claim for payment due to these difficulties will be considered.

**(k) Notices, signs, barricades and advertisements**

All notices, signs and barricades, as well as advertisements, may be used only if approved by the Supervisor or Project Manager. The Contractor shall be responsible for their supply, erection, maintenance and ultimate removal and shall make provision for this in his tendered rates.

The Supervisor shall have the right to instruct the Contractor to move any sign, notice or advertisement to another position, or to remove it from the Site of the Works if in his opinion it is unsatisfactory, inconvenient or dangerous.

**(l) Workmanship and quality control**

The onus to produce work that conforms in quality and accuracy of detail to the requirements of the Specifications and Drawings rests with the Contractor, and the Contractor shall, at his own expense, institute a quality control system and provide suitably qualified and experienced engineers, foremen, surveyors, materials technicians, other technicians and technical staff, together with all transport, instruments and equipment to ensure adequate supervision and positive control of the Works at all times.

The cost of supervision and process control, including testing carried out by the Contractor, will be deemed to be included in the rates tendered for the related items of work.

The Contractor's attention is drawn to the provisions of the various Standardized Specifications regarding the minimum frequency of testing required. The Contractor shall, at his own discretion, increase this frequency where necessary to ensure adequate control.

On completion and submission of every part of the work to the Supervisor for examination and measurement, the Contractor shall furnish the Supervisor with the results of the relevant tests, measurements and levels to demonstrate the achievement of compliance with the Specifications.

**(m) Security**

The Contractor shall be responsible for the security of his personnel and constructional plant on and around the site of the works and for the security of his camp, and no claims in this regard will be considered by the Employer. The Contractor will also be responsible for security of the areas around the Supervisor's offices

**C3.4.2.6 Extension of time due to abnormal rainfall**

Weather events resulting in interruptions to the works will be dealt with in accordance with the Compensation Event procedure in the *conditions of contract*.

**C3.4.3 PLANT AND MATERIALS**

**C3.4.3.1 Plant and materials supplied by the Employer**

**C3.4.3.2 Plant and materials supplied by the Contractor**

The Contractor shall ensure that the Works are constructed in accordance to and comply with the quality requirements of the technical specifications and drawings

The Contractor provides Plant and Materials for inclusion in the works in accordance with SANS1200, unless otherwise stated elsewhere in the Works Information provided by the Employer. All Plant and Materials are new, unless the use of old or refurbished goods and/or materials are expressly permitted as stated elsewhere in this Works Information or as may be subsequently instructed by the Project Manager or Supervisor.

Where Plant and Materials for inclusion in the works originate from outside the Republic of South Africa, all such Plant and Materials are new and of merchantable quality, to a recognised national standard, with all proprietary products installed to manufacturers' instructions.

The Contractor replaces any Plant and Materials subject to breakages (whether in the Working Areas or not) or any Plant and Materials not conforming to standards or specifications stated and notifies the Project Manager and the Supervisor on each occasion where replacement is required.

The Contractor's procurement of Plant and Materials shall be in accordance with the technical specifications.

The Employer reserves the right to instruct the Contractor to provide a certificate as proof of compliance to SABS or other stated standard, for all Plant and Materials used and to be incorporated into the Works.

The Contractor shall request in writing from the Project Manager exact details as to how Plant and Materials should be marked if the Contractor proposes working outside of the Working Areas.

#### **C3.4.4            CONSTRUCTION EQUIPMENT**

##### **C3.4.4.1 Requirements for equipment**

The Contractor keeps daily records of his Equipment used on Site and the Working Areas (distinguishing between owned and hired Equipment) with access to such daily records available for inspection by the Supervisor or Project Manager at all reasonable times.  
The Contractor shall keep daily records of all activities that take place on site.

##### **C3.4.4.2 Equipment provided by the employer**

No Equipment will be provided by the Employer.

#### **C3.4.5            EXISTING SERVICES**

##### **C3.4.5.1 Known services**

Work Information issued for each Section/project shall describe services known to the Employer. Underground services, other existing services, cable and pipe trenches and covers shall be dealt with the Contractor as specified in the specification.

##### **C3.4.5.2 Treatment of existing services**

Underground services, other existing services, cable and pipe trenches and covers shall be dealt with the Contractor as specified in the Works Information for the relevant Section/project or as otherwise instructed by the Supervisor.

##### **C3.4.5.3 Use of detection equipment for the location of underground services**

The Contractor shall be obliged to investigate the site of each Section/project and determine the details of any services that could be affected by his construction activities before undertaking those activities.

#### **C3.4.5.4 Damage to services**

The responsibility for damages to services shall be in accordance with the Conditions of Contract.

*For clarity, this means that the responsibility for damages to existing services rests with the Contractor, which risk may or may not be an insurable event, depending on the Contractor's provided insurances.*

### **C3.5 MANAGEMENT OF THE WORKS**

#### **C3.5.1 GENERIC SPECIFICATIONS**

The following Specifications are applicable:

- (i) The SANS 1200 Standardized Specifications listed in C3.7.1;
- (ii) The Variations and Additions to the SANS 1200 Standardized Specifications given in C3.7.2;
- (iii) The Particular Specifications given in C3.7.3.

Where the SANS 1200 Standard Specifications are used within the Works Information, the following interpretations and meanings shall apply.

In case of any conflict in interpretation, ambiguity or discrepancy between the SANS Specification (whether standard or written as a particular project specification) contained in the Works Information and the conditions of contract, the conditions of contract take precedence within the ECC3 contract.

In case of any conflict in interpretation, ambiguity or discrepancy between the SANS Specification (whether standard or written as a particular project specification) contained in the Employer's Works Information and specific statements contained elsewhere in the Employer's Works Information, the specific statements contained elsewhere shall prevail, without prejudice to the Project Manager's express duty to resolve any ambiguity or inconsistency in the Works Information under ECC3 Clause 17.1.

Within SANS Standard Specifications, the following amendments and interpretations shall apply:

Where the word or expression "Employer" is used, read "Employer";

Where the word or expression "Contractor" is used, read "Contractor";

Where the word or expression "Engineer" is used, read "Project Manager" or "Supervisor" as the context requires;

Where the word or expression "schedule of quantities or bill of quantities" is used, this is deleted in entirety. Assessment and payment is in accordance with the conditions of contract (and the ECC3 main and secondary options stated therein);

Within SANS specifications, the following apply:

"Acceptable. Approved (Approval)" is interpreted as either a Project Manager or a Supervisor communication or instruction in relation to Works Information compliance, consistent with the conditions of contract as the context requires;

"Adequate" is deleted. The Project Manager or Supervisor notifies the Contractor where the Contractor has not complied with the Works Information;

"Measurement and payment" and its further definitions are deleted. Assessment and payment is in accordance with the conditions of contract (and the ECC3 main and secondary options stated therein);

Within SANS Standard Specifications, the following applies:

Where the word or expression "Plant" is used, read "Equipment".

### **C3.5.2 PLANNING AND PROGRAMME**

#### **C3.5.2.1 GENERAL**

The Contractor's Programme to be submitted in terms of Clause 31.2 of the Conditions of Contract shall take into account all matters that may impact the Contractor's sequence of executing the various components of the Works and the requisite rate of progress of the Works, as may be specified in or reasonably inferred from the Contract.

#### **C3.5.2.2 FORMAT**

The Construction Programme to be submitted by the Contractor shall;

- (a) Be in the form of a GANTT chart
- (b) Clearly indicate the start and end dates and duration of all construction activities and identify the critical path
- (c) Include all requirements specified in Clause 31.2 of the conditions of contract
- (d) In addition to (c) above, include the following:
  - All activities with abnormal shift requirements, such as two shifts per day, six-day workweek, specified overtime, or work at times other than the normal working days or hours, clearly identified
- (e) Take full cognizance of all the Contractor's risks and obligations in terms of the Contract
- (f) Include a covering report containing the following information:
  - A summary of actual progress versus planned progress
  - A summary of deviations and the reasons for the same
  - A key milestone summary
  - An updated cash flow forecast
  - A critical actions items list

The Programme and all revisions thereto shall also be provided to the Supervisor and Project Manager in electronic digital format using the MS PROJECT software (version 2010 or later).

The Contractor shall use the Critical Path Method for time analysis, planning and scheduling of all activities required to complete the work, showing all necessary logic diagrams and clearly demonstrating the sequence of operations. All tasks and activities shown on any programme shall have properly linked and scheduled predecessors and successors, except for the starting and completion milestones, which shall only have successors and predecessors respectively. Scheduling details (such as relationships, duration and resources etc.) shall only be allocated to individual tasks – summary tasks may be summary tasks only and may not be utilized for programming/scheduling purposes.

The Project Manager will not accept any programme that uses float suppression techniques such as preferential sequences, special lead/lag logic restraints, extended activity times, or imposed dates, other than as required by the Contract.

The data provided in the Contractor Daily Reports/Dairies is the sole basis for updating the programme. For every in progress or completed activity the Actual Start and Finish dates and Remaining Durations on the Schedule must match the dates in the Contractor's Daily Reports/Dairy.

#### **C3.5.2.3 FAILURE TO MAINTAIN CONSTRUCTION PROGRAMME**

If the Construction Programme has to be revised in terms of the Conditions of Contract, because the Contractor is falling behind in its programme, the Contractor shall submit to the Supervisor and Project Manager details of how it intends to regain lost time to ensure completion of the Works before the Due Completion Date.

#### **C3.5.2.4 SPECIFIC PROGRAMME REQUIREMENTS**

The Contractor's programme shall also take full account of the matters described in the sub-clauses hereunder. No additional payments will be made to the Contractor in respect of any additional costs as it may incur in consequence of arranging or adjusting its programme to accommodate the said matters and the Contractor's various tendered rates and prices



shall be deemed to fully inclusive of such costs.

No construction activities will be permitted which require the complete shut-down of existing works and operations.

### **C3.5.3 CLAIMS AND CERTIFICATES**

#### **C3.5.3.1 GENERAL**

The Contractor will undertake multiple Sections of work (projects) simultaneously. Each Section of work (project) will be dealt with on an individual basis for the purposes of claiming and certification.

As noted elsewhere in the Works Information and Contract, the Supervisor will be responsible for the measurement and certification of the quantities of work completed during the assessment period.

#### **C3.5.3.2 PROCEDURE FOR CLAIMING AND CERTIFICATION**

The Contractor shall, on a chosen date suitably prior to each assessment date prepare at his own cost a detailed schedule of all work undertaken up to the chosen date and submit this to the Supervisor. This schedule will usually comprise an updated bill of quantities reflecting the scheduled quantity, total quantity completed to date, quantity completed this period, all extended to values using the rates in the bill of quantities, along with appropriate summary tables. The format of this schedule will be as prescribed by the Project Manager and/or Supervisor and may vary from time to time.

The Supervisor shall be responsible for certifying the accuracy and correctness of this schedule and shall return it so certified to the Contractor within a period agreed between the Contractor and Supervisor and before the assessment date. Any communications and/or corrections to the claim schedule that may be required between the Supervisor and Contractor shall be dealt with promptly by both the Contractor and Supervisor, ensuring that the certified schedule is completed prior to the assessment date.

The Contractor shall submit to the Project Manager the Supervisor certified schedules for each section of work, along with any supporting or back-up documentation as may be requested by the Project Manager from time to time. These submissions must be made in the formats and using both the hardcopy and electronic digital systems prescribed by the Project Manager, which may vary from time to time.

Any failure to submit the required, Supervisor certified claim information by the agreed date will result in the assessment by the Project Manager being held over until the assessment interval following the correct submission of the required information. These assessments and certificates shall not be regarded as late and interest shall not be applicable.

Only following receipt of the complete and properly certified claim, per Section of Work, will the Project Manager make his assessments and issue payment certificates in accordance with the conditions of contract.

#### **C3.5.3.3 INVOICING**

When the Project Manager certifies payment (see ECC3 Clause 51.1) following an assessment date, the Contractor complies with the Employer's procedure and format for invoice submission, as may be indicated to the Contractor by the Project Manager from time to time.

Invoices may only be submitted to the Employer through the Project Manager

The invoice must correspond to the Project Manager's assessment of the amount due to the Contractor as stated in the payment certificate

### **C3.5.4 REPORTING**

#### **C3.5.4.1 GENERAL**

The Contractor submits summary progress reports to the Supervisor and Project Manager at weekly intervals in addition to the intervals for submission of revised programmes stated in the Contract Data.

The Contractor completes an assessment of all activities in progress and to completion to determine percentage complete, forecast completion dates, deviations from the Accepted Programme and proposes remedial actions to rectify deviations.

The reports shall indicate “progress this period” and “progress to date”, along with any other requirements indicated in the Works Information, as well as key information that will be indicated by the Project Manager and/or the Supervisor from time to time.

The Contractor’s monthly programme narrative report is submitted a week before the last Friday of each month, or as required by the Project Manager. The report shall indicate “progress this period” and “progress to date” and shall include, but is not limited to, the following (for each Section of the works):

- Progress achieved during the reporting period
- Latest Accepted Programme
- Deviations from the current Accepted Programme and action plans to rectify
- Project Milestones table – planned versus actual and forecast
- Status and performance of operations on the Site and Working Areas
- Status and performance of operations outside the Working Areas
- Cash Flow Forecast Report (See paragraph 2.7 to this Works Information)
- Digital photographic record of the progress of the works
- Critical action items list (top 10).

### **C3.5.5 MANAGEMENT MEETINGS**

#### **C3.5.5.1 GENERAL**

It is the Employer’s specific intention that the parties and their agents use the techniques of partnering to manage the contract by holding meetings designed to pro-actively and jointly manage the administration of the contract with the objective of minimizing the adverse effects of risks and surprises for both parties.

Regular meetings of a general nature may be convened and chaired by the Project Manager or Supervisor and the Contractor’s attendance will be required.

At these meetings the Contractor presents all relevant data including safety, health and environmental issues, progress, quality plans, subcontractor management, as may be required.

Meetings of a specialist nature may be convened as specified elsewhere in this Works Information, or if not so specified, be convened by persons at times and locations to suit the Parties, the nature and the progress of the works. Records of these meetings shall be submitted to the Project Manager and/or Supervisor as may be relevant by the person convening the meeting, within five days of the meeting.

All meetings shall be recorded in a register, using minutes prepared and circulated by the person who convened the meeting. Such minutes or register shall not be used for the purpose of confirming actions or instructions under the contract as these shall be done separately by the person identified in the conditions of contract to carry out such actions or instructions.

### **C3.5.6 DOCUMENTATION CONTROL**

#### **C3.5.5.1 GENERAL**

The Contractor submits all documentation in accordance with the Project Manager's document control procedure, as may be instructed from time to time.

### **C3.5.7 COMPLETION**

#### **C3.5.7.1 GENERAL**

On or before the Completion Date for each Section of the works (project) the Contractor shall have done everything required to provide the works which is to be done before the Completion Date for that Section and in any case before the Completion Date for the whole of the works. The Project Manager cannot certify Completion until all the work has been done and is also free of Defects, which would have, in his opinion, prevented the Employer from using the works and others from doing their work.

#### **C3.5.7.2 WORK AFTER COMPLETION**

After the Completion of each Section of work, the Contractor is permitted to carry out the rectification of minor defects identified prior to the Completion Date for that Section of work.

### **C3.5.8 ENVIRONMENTAL MANAGEMENT**

#### **C3.5.7.1 GENERAL**

The Contractor will be responsible for managing his activities so that damage to the environment is minimized, as per the Environmental Management Policy.

The Contractor performs the works and all construction activities within the Site and Working Areas in accordance with the provisions of the Environmental Specification and Construction Environmental Management Plan.

### **C3.5.9 QUALITY ASSURANCE**

#### **C3.5.9.1 GENERAL**

The Contractor shall have, maintain and demonstrate its use to the Project Manager and/or the Supervisor, a documented Quality Management System to be used in the performance of the works.

#### **C3.5.9.2 SPECIFIC REQUIREMENTS**

The Contractor's Quality Management System shall conform to International Standard ISO 9001 (or an equivalent standard acceptable to the Project Manager and Supervisor) as a minimum

The Contractor submits his Quality Management System documents to the Supervisor and Project Manager as part of his programme under ECC3 Clause 31.2 to include details of:

- Project Quality Plan (PQP) for the Contract;
- Quality Policy
- Index of Procedures to be used;
- A schedule of internal and external audits, and
- Inspections and Testing during the Contract

The Contractor's PQP includes or reference the quality plans of his Subcontractor(s).

The Contractor develops and maintains a comprehensive register of documents that will be generated throughout the Contract including all quality related documents as part of its PQP.

The Project Manager and/or Supervisor indicates those documents required to be submitted for either information, review or acceptance and the Contractor indicates such

requirements within his register of documents. The register shall indicate the dates of issue of the documents with the Project Manager and/or Supervisor responding to documents submitted by the Contractor for review or acceptance within the period for reply prior to such documents being used by the Contractor.

The Project Quality Plan means the Contractor's statements, which outlines strategy, methodology, resources allocation, Quality Assurance and Quality Control co-ordination activities to ensure that the works meet the standards stated in the Works Information

Inspection and testing means:

- Quality Control Plans
- Inspection Points
- Schedule of Inspections
- Field Inspection Checklists
- Inspection notification
- Inspection and testing
- Inspection release
- Special processes
- Welding Procedures
- Material traceability and certification

### **C3.6 HEALTH AND SAFETY**

The contractors to comply with Occupational Health and Safety Act and Construction Regulations.

#### **C3.6.1 HEALTH AND SAFETY REQUIREMENTS AND PROCEDURES**

##### **(a) Construction Regulations, 2014**

The Contractor shall be required to comply with the Occupational Health and Safety Act, 1993: Construction Regulations, 2014 (the regulations) as promulgated in Government Gazette No 37305 and Regulation Gazette No 10113 of 7 February 2014. Non-compliance with these regulations, in any way whatsoever, will be adequate reason for suspending the Works.

The proposed type of work, materials to be used and potential hazards likely to be encountered on this Contract are detailed in the Project Specifications, Bill of Quantities and Drawings, as well as in the Employers' health and safety specifications (Regulation 5(1)(b) of the Construction Regulations 2014.

The Contractor shall in terms of Regulation 7(1)(a) provide a comprehensive health and safety plan detailing his proposed compliance with the regulations, for approval by the Employer.

The Contractor shall at all times be responsible for full compliance with the approved plan as well as the Construction Regulations and no extension of time will be considered for delays due to non-compliance with the abovementioned plan or regulations.

Payment items are included in the Bill of Quantities to cover the Contractor's cost for compliance with the OHS Act and the abovementioned regulations.

#### **C3.6.2 PROTECTION OF THE PUBLIC**

Refer to the Occupational Health and Safety Act, 1993 and the Construction Regulations, 2014.

#### **C3.6.3 BARRICADES AND LIGHTING**

Refer to the Occupational Health and Safety Act, 1993 and the Construction Regulations, 2014.

**C3.6.4        TRAFFIC CONTROL ON ROADS**

Refer to the Occupational Health and Safety Act, 1993 and the Construction Regulations, 2014.

**C3.6.5        MEASURES AGAINST DISEASE AND EPIDEMICS**

Refer to the Occupational Health and Safety Act, 1993 and the Construction Regulations, 2014.

**C3.6.6        AIDS AWARENESS**

Refer to the Occupational Health and Safety Act, 1993 and the Construction Regulations, 2014.

## C3.7 SPECIFICATIONS

### C3.7.1 LIST OF APPLICABLE SPECIFICATIONS

#### C3.7.1.1 Applicable SANS 1200 Standardized Specifications

The following SANS 1200 Standardized Specifications for civil engineering construction are applicable:

SANS 1200 A	:	General (1986)
SANS 1200 AB	:	Engineer's office (1986)
SANS 1200 C	:	Site clearance (1980)
SANS 1200 D	:	Earthworks (1988)
SANS 1200 DB	:	Earthworks (pipe trenches) (1989)
SANS 1200 DE	:	Small earth dams (1984)
SANS 1200 DK	:	Gabions and pitching (1996)
SANS 1200 DM	:	Earthworks (roads, subgrade) (1981)
SANS 1200 F	:	Piling (1983)
SANS 1200 G	:	Concrete (structural) (1982)
SANS 1200 GE	:	Precast concrete (structural) (1984)
SANS 1200 GF	:	Prestressed concrete (1984)
SANS 1200 H	:	Structural steelwork (1990)
SANS 1200 HA	:	Structural steelwork (sundry items) (1990)
SANS 1200 HB	:	Cladding and sheeting (1985)
SANS 1200 HC	:	Corrosion protection of structural steelwork (1988)
SANS 1200 HE	:	Structural aluminium work (1983)
SANS 1200 L	:	Medium-pressure pipelines (1983)
SANS 1200 LB	:	Bedding (pipes) (1983)
SANS 1200 LC	:	Cable ducts (1981)
SANS 1200 LD	:	Sewers (1982)
SANS 1200 LE	:	Storm water drainage (1982)
SANS 1200 LF	:	Erf connections (water) (1983)
SANS 1200 LG	:	Pipe jacking (1983)
SANS 1200 M	:	Roads (general) (1996)
SANS 1200 ME	:	Subbase (1981)
SANS 1200 MF	:	Base (1981)
SANS 1200 MFL	:	Base (light pavement structures) (1996)
SANS 1200 MG	:	Bituminous surface treatment (1996)
SANS 1200 MH	:	Asphalt base and surfacing (1996)
SANS 1200 MJ	:	Segmented paving (1984)
SANS 1200 MK	:	Kerbing and channelling (1983)
SANS 1200 MM	:	Ancillary roadworks (1984)

The term "project specification" must be replaced by "scope of works" wherever it appears in these standardized specifications.

### **C3.7.1.2 Particular Specifications**

The following Particular Specifications for work not covered by the SANS 1200 Standardized Specifications are also included hereunder:

PA	:	Fencing
PB	:	Miscellaneous work for reservoirs
PC	:	No-fines concrete
PD	:	Building work
PE	:	Concrete pavements

### **C3.7.2 VARIATIONS AND ADDITIONS TO SANS 1200 STANDARDIZED SPECIFICATIONS**

SANS 1200 A	:	General
SANS 1200 AB	:	Engineer's office
SANS 1200 C	:	Site clearance
SANS 1200 D	:	Earthworks
SANS 1200 DB	:	Earthworks (pipe trenches)
SANS 1200 DE	:	Small earth dams
SANS 1200 DK	:	Gabions and pitching
SANS 1200 DM	:	Earthworks (roads, subgrade)
SANS 1200 F	:	Piling
SANS 1200 G	:	Concrete (structural)
SANS 1200 GE	:	Precast concrete (structural)
SANS 1200 GF	:	Pre-stressed concrete
SANS 1200 H	:	Structural steelwork
SANS 1200 HA	:	Structural steelwork (sundry items)
SANS 1200 HB	:	Cladding and sheeting
SANS 1200 HC	:	Corrosion protection of structural steelwork
SANS 1200 HE	:	Structural aluminium work
SANS 1200 L	:	Medium-pressure pipelines
SANS 1200 LB	:	Bedding (pipes)
SANS 1200 LC	:	Cable ducts
SANS 1200 LD	:	Sewers
SANS 1200 LE	:	Storm water drainage
SANS 1200 LF	:	Erf connections (water)
SANS 1200 LG	:	Pipe jacking
SANS 1200 M	:	Roads (general)
SANS 1200 ME	:	Subbase
SANS 1200 MF	:	Base
SANS 1200 MG	:	Bituminous surface treatment
SANS 1200 MH	:	Asphalt base and surfacing
SANS 1200 MJ	:	Segmented paving
SANS 1200 MK	:	Kerbing and channelling
SANS 1200 MM	:	Ancillary roadworks

The following variations and additions to the SANS 1200 Standardized Specifications referred to above apply to this Contract. The prefix PS indicates an amendment to SANS 1200. The letters and numbers following these prefixes respectively indicate the relevant Standardized Specification and clause numbers in SANS 1200 to which the variation or addition thereto applies.

### **C3.7.3 PARTICULAR SPECIFICATIONS**

#### **PLI: GENERIC LABOUR-INTENSIVE SPECIFICATION**

##### **PLI 1 SCOPE**

This specification establishes general requirements for activities which are to be executed by hand involving the following:

- (a) trenches having a depth of less than 1,5 metres
- (b) storm water drainage
- (c) low-volume roads and sidewalks

##### **PLI 2 PRECEDENCE**

Where this specification is in conflict with any other standard or specification referred to in the Scope of Works to this Contract, the requirements of this specification shall prevail.

##### **PLI 3 HAND EXCAVATABLE MATERIAL**

Hand excavatable material is material:

###### **(a) Granular materials:**

- (i) whose consistency when profiled may in terms of table 1 be classified as very loose, loose, medium dense, or dense; or
- (ii) where the material is a gravel having a maximum particle size of 10 mm and contains no cobbles or isolated boulders, no more than 15 blows of a dynamic cone penetrometer is required to penetrate 100 mm.

###### **(b) Cohesive materials:**

- (i) whose consistency when profiled may in terms of table 1 be classified as very soft, soft, firm, stiff and stiff/very stiff; or
- (ii) where the material is a gravel having a maximum particle size of 10 mm and contains no cobbles or isolated boulders, no more than 8 blows of a dynamic cone penetrometer is required to penetrate 100 mm;

Note: (1) A boulder, a cobble and gravel is material with a particle size greater than 200 mm, between 60 and 200 mm.

- (2) A dynamic cone penetrometer is an instrument used to measure the insitu shear resistance of a soil comprising a drop weight of approximately 10 kg which falls through a height of 400 mm and drives a cone having a maximum diameter of 20 mm (cone angle of 60° with respect to the horizontal) into the material being used.



**Table 1: Consistency of materials when profiled**

Granular materials		Cohesive materials	
Consistency	Description	Consistency	Description
Very loose	Crumbles very easily when scraped with a geological pick.	Very soft	Geological pick head can easily be pushed in as far as the shaft of the handle.
Loose	Small resistance to penetration by sharp end of a geological pick.	Soft	Easily dented by thumb; sharp end of a geological pick can be pushed in 30 - 40 mm; can be moulded by fingers with some pressure.
Medium dense	Considerable resistance to penetration by sharp end of a geological pick.	Firm	Indented by thumb with effort; sharp end of geological pick can be pushed in up to 10 mm; very difficult to mould with fingers; can just be penetrated with an ordinary hand spade.
Dense	Very high resistance to penetration by the sharp end of geological pick; requires many blows for excavation.	Stiff	Can be indented by thumb-nail; slight indentation produced by pushing geological pick point into soil; cannot be moulded by fingers.
Very dense	High resistance to repeated blows of a geological pick.	Very stiff	Indented by thumb-nail with difficulty; slight indentation produced by blow of a geological pick point.

**PLI 4 TRENCH EXCAVATION**

All hand excavateable material in trenches having a depth of less than 1,5 metres shall be excavated by hand.

**PLI 5 COMPACTION OF BACKFILLING TO TRENCHES (AREAS NOT SUBJECT TO TRAFFIC)**

Backfilling to trenches shall be placed in layers of thickness (before compaction) not exceeding 100 mm. Each layer shall be compacted using hand stampers

- (a) to 90% Proctor density;
- (b) such that in excess of 5 blows of a dynamic cone penetrometer (DCP) is required to penetrate 100 mm of the backfill, provided that backfill does not comprise more than 10% gravel of size less than 10 mm and contains no isolated boulders, or
- (c) such that the density of the compacted trench backfill is not less than that of the surrounding undisturbed soil when tested comparatively with a DCP.

**PLI 6 EXCAVATION**

All hand excavateable material including topsoil classified as hand excavateable shall be excavated by hand. Harder material may be loosened by mechanical means prior to excavation by hand.

The excavation of any material which presents the possibility of danger or injury to workers shall not be excavated by hand.

**PLI 7 CLEARING AND GRUBBING**

Grass and small bushes shall be cleared by hand.

**PLI 8 SHAPING**

All shaping shall be undertaken by hand.

**PLI 9 LOADING**

All loading shall be done by hand, regardless of the method of haulage.

**PLI 10 HAUL**

Excavation material shall be hauled to its point of placement by means of wheelbarrows where the haul distance is not greater than 150 m.

**PLI 11 OFFLOADING**

All material, however transported, is to be off-loaded by hand, unless tipper-trucks are utilised for haulage.

**PLI 12 SPREADING**

All material shall be spread by hand.

**PLI 13 COMPACTION**

Small areas may be compacted by hand provided that the specified compaction is achieved.

**PLI 14 GRASSING**

All grassing shall be undertaken by sprigging, sodding, or seeding by hand.

**PLI 15 STONE PITCHING AND RUBBLE CONCRETE MASONRY**

All stone required for stone pitching and rubble concrete masonry, whether grouted or dry, must to be collected, loaded, off loaded and placed by hand.

Sand and stone shall be hauled to its point of placement by means of wheelbarrows where the haul distance is not greater than 150 m.

Grout shall be mixed and placed by hand.

**PLI 16 MANUFACTURED ELEMENTS**

Elements manufactured or designed by the Contractor, such as manhole rings and cover slabs, precast concrete planks and pipes, masonry units and edge beams shall not individually, have a mass of more than 320 kg. In addition, the items shall be large enough so that four workers can conveniently and simultaneously acquire a proper handhold on them.

### C3.8 DUTIES OF THE PARTIES

#### C3.8.1 Duties of the Project Manager, Supervisor and Contractor

The duties of the Project Manager, Supervisor and Contractor include those as set out in the table below:

Clause	Project Manager	Supervisor	Contractor
<b>Core clauses</b>			
10.1	To act as stated in the contract and in a spirit of mutual trust and co-operation	To act as stated in the contract and in a spirit of mutual trust and co-operation	To act as stated in the contract and in a spirit of mutual trust and cooperation
13.1	To communicate in a form which can be read, copied, and recorded	To communicate in a form which can be read, copied, and recorded	To communicate in a form which can be read, copied and recorded
13.3	To reply to a communication within the <i>period for reply</i>	To reply to a communication within the <i>period for reply</i>	To reply to a communication within the <i>period for reply</i>
13.4	To reply to a communication submitted or resubmitted for acceptance. To state reasons for non-acceptance		To resubmit a communication which is not accepted within the <i>period of reply</i>
13.5	To notify any agreed extension to the <i>period for reply</i>		Agree/not agree to extension to <i>period for reply</i>
13.6	To issue certificates to the <i>Employer</i> and the <i>Contractor</i>	To issue certificates to the <i>Project Manager</i> and the <i>Contractor</i>	
13.7	To communicate notifications separately from other communications.		To communicate notifications separately from other communications
13.8	May withhold acceptance of a submission by the <i>Contractor</i> .		
14.2	To notify the <i>Contractor</i> before delegating any actions or cancelling any delegation	To notify the <i>Contractor</i> before delegating any actions or cancelling any delegation	
14.3	May give an instruction which changes the Works Information or a Key Date		
14.4			
15.1	To reply to the <i>Contractor's</i> proposal for adding to the Working Areas. To state reasons for non-acceptance		May submit a proposal for adding to the Working Areas to the <i>Project Manager</i> for acceptance
16.1	To give early warning of matters with delay, cost, performance implications or meeting a Key Date. To enter early warning matters in the Risk Register.		To give early warning of matters with delay, cost or performance implications or delay meeting a Key Date
16.2	May give instructions to <i>Contractor</i> to attend risk reduction meeting. May instruct others to attend if Other agrees.		May give instruction to <i>Project Manager</i> to attend risk reduction meeting and may instruct others to attend if Other agrees
16.3	To co-operate at early warning / risk reduction meetings		To cooperate at early warning / risk reduction meetings
16.4	To record decisions made by revising the Risk Register and issuing to <i>Contractor</i> . To instruct change to Works Information, if required, at the same time as issuing the revised Risk Register.		
17.1	To give notice of ambiguities or inconsistencies in the documents. To give instructions resolving ambiguities or inconsistencies.		To give notice of ambiguities or inconsistencies in the documents
18.1	To give instructions changing the Works Information in the event of illegality or impossibility in the Works Information		To give notice of any illegality or impossibility in the Works Information
19.1	To give an instruction dealing with an event described		
20.1			To Provide the Works in accordance with the Works Information
21.1			To design such parts of the works as stated in the Works Information
21.2	To accept particulars of the <i>Contractor's</i> design or give reasons for non- acceptance		To submit particulars of his design for acceptance as

Clause	Project Manager	Supervisor	Contractor
<b>Core clauses</b>			
			required by the Works Information
23.1	To accept particulars of the design of Equipment or to give reasons for non-acceptance		To submit when instructed particulars of design of items of Equipment
24.1	To accept replacement persons proposed by the <i>Contractor</i> or to give reasons for non-acceptance		To employ key persons as stated in the Contract Data or acceptable replacements. To submit the name, qualifications and experience of proposed replacement person
24.2	May instruct the Contractor to remove an employee having stated his reasons		To remove any employee on the <i>Project Manager's</i> instructions
25.1			To cooperate with Others in obtaining and providing information. To share the Working Areas with Others as stated in the Works Information
25.2	To assess the cost incurred if the Contractor does not provide the services and other things		To provide services and other things. To pay the cost assessed for not providing facilities and services
25.3	To assess the additional cost		To pay <i>Employer's</i> cost incurred if work does not meet a condition for a Key Date
26.2	To accept proposed Subcontractors or to give reasons for non-acceptance		To submit the names of proposed Subcontractors for acceptance. To appoint a Subcontractor only after the <i>Project Manager</i> has accepted him
26.3	To accept proposed subcontract conditions or to give reasons for non-acceptance		To submit the proposed conditions of contract for each subcontract for acceptance. To appoint a Subcontractor on the proposed conditions of subcontract only after the <i>Project Manager</i> has accepted them
27.1			To obtain approval of his own design from Others where necessary
27.2			To provide access to the works to the <i>Project Manager</i> , <i>Supervisor</i> and Others
27.3			To obey instructions given by the <i>Project Manager</i> or the <i>Supervisor</i> which are in accordance with the contract
27.4			To act in accordance with health and safety regulations
30.1			To start work on Site on or after the first possession / access date. To do the work so that Completion is on or before the Completion Date
30.2	To decide the date of Completion. To certify Completion within one week of completion		
30.3			To do the work so that the condition stated for each Key Date is met by the Key Date.
31.1			To submit a programme for acceptance within a period stated in the Contract Data
31.2			To show details in each programme as listed
31.3	To accept the <i>Contractor's</i> programme within two weeks of submission or to give reasons for non-acceptance		To do the work so that the condition stated for each Key Date is met by the Key Date
32.1			To show details in revised programmes as listed

Clause	Project Manager	Supervisor	Contractor
<b>Core clauses</b>			
32.2 and 31.3	To accept a revised programme or to give reasons for non-acceptance		To submit a revised programme when instructed to or as required in the Contract Data
33.1			
34.1	May instruct <i>Contractor</i> to stop or not start any work and later to re-start or start it.		
35.1			
35.2			
35.3	To certify within one week the date when the <i>Employer</i> takes over any part of the works		
36.1	May instruct the <i>Contractor</i> to submit a quotation for acceleration. To state changes to the Key Dates to be included in the quotation.		
36.2			To submit a quotation for acceleration when so instructed or give reasons for not doing so
40.2			To provide materials, facilities and samples for tests and inspections as stated in the Works Information
40.3	-	To notify the <i>Contractor</i> of his tests and inspections before they start and afterwards of the results.	To notify the <i>Supervisor</i> of tests and inspections before they start. To notify the <i>Supervisor</i> of the results of tests and inspections. To notify the <i>Supervisor</i> before doing work which would obstruct tests or inspections
40.4			To correct Defects revealed by tests or inspections and to repeat such tests or inspections
40.5	-	To do tests and inspections without causing unnecessary delay to work or payment	
40.6	To assess the cost incurred by the <i>Employer</i> in repeating a test or inspection after a Defect is found.	-	To pay the assessed cost incurred by the <i>Employer</i> in repeating tests or inspections
41.1		To notify the <i>Contractor</i> of the results of the test or inspection on Plant and Materials required by the Works Information to be tested or inspected before delivery.	To wait for notification from the <i>Supervisor</i> before bringing to the Working Areas those Plant and Materials that the Works Information states are to be inspected or tested before delivery
42.1		May instruct the <i>Contractor</i> to search for a Defect and to give reasons for searches which are instructed	To carry out searches as instructed by the <i>Supervisor</i>
42.2		To notify the <i>Contractor</i> of Defects found before the defects date	To notify the <i>Supervisor</i> of Defects found before the <i>defects date</i>
43.1			To correct Defects
43.2			To correct notified defects before the end of the <i>defect correction period</i>
43.3		To issue the Defects Certificate at the later of the defects date and the last defect correction period	
43.4	To arrange for the <i>Employer</i> to allow access and use to the <i>Contractor</i> of any part of the works needed for the correction of Defects after taking over		
44.1	May propose to <i>Contractor</i> that Works Information should be changed to avoid correction of a Defect		May propose to <i>Project Manager</i> that Works Information should be changed to avoid correction of a Defect
44.2	To change the Works Information, the Prices and the Completion Date if a quotation for not correcting Defects is accepted		To submit a quotation for reduced Prices or an earlier Completion Date or both
45.1	To assess the cost of having Defects corrected by others if the <i>Contractor</i> fails to correct notified Defects within the <i>defect</i>		To pay the assessed costs of notified Defects being corrected by others because they were not

Clause	Project Manager	Supervisor	Contractor
<b>Core clauses</b>			
	<i>correction period</i> even though access was given		corrected within the <i>defect correction period</i> even though access was given
45.2	To assess the cost of correcting Defect where Contractor not given access to correct it		To pay cost assessed of correcting Defect where access not given
50.1	To assess the amount due for payment at each assessment date. To decide the first assessment date to suit the procedures of the parties	Measures and certifies the work	
50.3	To retain one quarter of the Price for Work Done to Date until the <i>Contractor</i> has submitted a first programme showing information required		
50.4	To consider any application from the <i>Contractor</i> when assessing amounts due for payment. To give the Contractor details of how amounts due have been assessed		May submit application for payment on or before the assessment date
50.5	To correct any wrongly assessed amount due in a later payment certificate		
51.1	To certify payment within one week of each assessment date		To pay <i>Employer</i> if an interim assessment reduces the amount due from that already paid
51.2			
51.3	To assess interest to be paid on correcting amounts		
61.1	To notify the Contractor of compensation events which arise from the giving of instructions or changing of earlier decisions. To instruct the contractor to submit quotations		To put instructions or changed decisions into effect
61.2	May instruct the contractor to submit quotations for a proposed instruction or proposed changed decision		
61.3			To give notice of a compensation event
61.4	To decide within one week of notification (or such longer period as the <i>Contractor</i> agrees) whether the Prices, the Key Dates and the Completion Date should be changed when the Contractor notifies a compensation event. To notify the <i>Contractor</i> of the decision and instruct the contractor to submit quotations		May notify the <i>Project Manager</i> if the <i>Project Manager</i> does not notify his decision to the <i>Contractor</i> within one week (or longer if agreed)
61.5	To decide whether the Contractor did not give any early warning of a compensation event which could have been given and to notify the Contractor of his decision		
61.6	To state assumptions for the assessment of compensation events in the event that the effects are too uncertain to be forecast reasonably To notify a correction to any assumptions later found to have been wrong		
62.1	To discuss with the Contractor different ways of dealing with the compensation event that are practicable May instruct the <i>Contractor</i> to submit alternative quotations		To discuss with the <i>Project Manager</i> different ways of dealing with the compensation event that are practicable. To submit alternative quotations for compensation events if instructed to do so. May submit quotations for other methods of dealing with the compensation event
62.2			To submit details of his assessment with each quotation. To include alterations to the Accepted Programme with the quotation if the compensation event has altered the programme for the remaining work
62.3	To reply to quotations for compensation events within two weeks of the submission		To submit quotations for compensation events within

Clause	Project Manager	Supervisor	Contractor
<b>Core clauses</b>			
			three weeks of being instructed to do so
62.4	To give reasons to the Contractor when instructing the submission of a revised quotation		To submit revised quotations for compensation events within three weeks of being instructed to do so
62.5	To extend the time allowed for the submission of quotations and replies if the Contractor agrees To notify the Contractor of any agreed extensions for the submission of quotations or replies		
62.6			May notify the <i>Project Manager</i> if the <i>Project Manager</i> does not reply to a quotation within the time allowed. To state which quotation is to be treated as having been accepted
63.5	To assess the event as if the Contractor had given an early warning if the Project Manager has notified the Contractor of his decision under clause 61.5		To assess the event as if the Contractor had given an early warning if the <i>Project Manager</i> has notified the Contractor of his decision under clause 61.5
63.9	To correct the description of a condition for a Key Date if a change to the Works Information makes the description incorrect To take the correction into account when assessing the compensation event for the change to the Works information		To take the correction into account when assessing the compensation event for the change to the Works Information
64.1	To assess a compensation event: <ul style="list-style-type: none"> <li>If the Contractor has not submitted a quotation and details within the time allowed</li> <li>If the <i>Project Manager</i> decides the Contractor has not assessed the compensation event correctly</li> <li>If the Contractor has not submitted a required programme</li> <li>If the <i>Project Manager</i> has not accepted the Contractor's latest programme</li> </ul>		
64.2	To assess a compensation event using his own assessment of the programme: <ul style="list-style-type: none"> <li>If there is no Accepted Programme</li> <li>If the Contractor has not submitted a revised/alterd programme for acceptance as required</li> </ul>		
64.3	To notify the Contractor of any assessments made (inclusive of details) of a compensation event within the period allowed to the Contractor for his quotation		
64.4			May notify the <i>Project Manager</i> if <i>Project Manager</i> did not assess a compensation event within the time allowed. To state which quotation is to be treated as having been accepted
65.1	To implement compensation events notifying the Contractor of accepted quotations; or his own assessments; or a Contractor's quotation treated as having been accepted by the <i>Project Manager</i>		
71.1		To mark Equipment, Plant and Materials outside the Working Areas for payment purposes	
72.1			To remove Equipment from the Site when it is no longer needed
73.1	To instruct the Contractor how to deal with objects of value, historical or other interest		To notify the finding of any object of value, historical or other interest.

Clause	Project Manager	Supervisor	Contractor
<b>Core clauses</b>			
			Not to move the object without instructions
81.1			To carry risks which are not the <i>Employer's</i> risk from the starting date until the Defects Certificate is issued
82.1			To replace loss or repair damage to the <i>works</i> , Plant and Materials until the Defects Certificate is issued
83.1			To indemnify the <i>Employer</i> against claims etc., due to <i>Contractor's</i> risks
84.1			To provide insurances as required by the contract
85.1	To accept policies and certificates of insurance submitted by the <i>Contractor</i> or to give reasons for non-acceptance		To submit insurance policies and certificates for acceptance as required by the contract
85.3			To comply with the terms and conditions of insurance policies
86.1			To pay the costs incurred by the <i>Employer</i> in covering insurances which are the <i>Contractor's</i> responsibility
87.1	To submit to the <i>Contractor</i> policies and certificates for insurances to be provided by the Employer as required by the contract		To accept insurance policies and certificates provided by the <i>Employer</i> if they comply with the contract
87.3			May insure a risk which the <i>Employer</i> should insure if the <i>Employer</i> does not submit a required policy or certificate
90.1	To issue a termination certificate promptly when either Party gives notice of termination for reasons complying with the contract		To notify the <i>Project Manager</i> and the <i>Employer</i> , giving details of reasons before terminating
90.4	To certify final payment within 13 weeks of termination		
90.5			To do no further work to Provide the Works after the termination certificate has been issued
92.1			
92.2	To notify the <i>Contractor</i> that the <i>Employer</i> no longer needs Equipment to which the <i>Contractor</i> has title		To leave the Working Areas and remove Equipment on termination. To remove Equipment promptly from Site when <i>Project Manager</i> notifies him that <i>Employer</i> no longer needs it
<b>Option A: Priced contract with activity schedule</b>			
31.4			To provide information which shows how each activity on the current <i>activity schedule</i> relates to the operations on each programme submitted for acceptance
36.3	To change the Completion Date, the Prices and the Key Dates when a quotation for acceleration is accepted and to accept the revised programme		
54.2			If the <i>Contractor</i> changes a planned method of working at his discretion to submit revisions to the <i>activity schedule</i> so that it is compatible with the Accepted Programme
60.6	To correct mistakes in the <i>bill of quantities</i> which are departures from the rules in the <i>method of measurement</i> or due to ambiguities or inconsistencies		
63.14			To assess a compensation event using rates or lump sums instead of Defined Cost if the <i>Project Manager</i> agrees



Clause	Project Manager	Supervisor	Contractor
<b>Core clauses</b>			
65.4	To include changes to the Prices, the Completion Date and to Key Dates when notifying implementation of a compensation event		To include changes to the Prices, the Completion Date and to Key Dates when notifying implementation of a compensation event
<b>Option B: Priced contract with bill of quantities</b>			
36.3	To change the Completion Date, the Prices and Key Dates when a quotation for acceleration is accepted and to accept the revised programme.		
60.6	To correct mistakes in the <i>bill of quantities</i> which are departures from the rules in the <i>method of measurement</i> due to ambiguities or inconsistencies		
63.11	Make his own assessment using the Shorter Schedule of Cost Components		
63.13	To include changes to the Prices and to the Completion Date when notifying implementation of a compensation event		To assess a compensation event using rates or lump sums instead of Defined Cost if the <i>Project Manager</i> agrees
65.4	To include changes to the Prices, the Completion Date and to Key Dates when notifying implementation of a compensation event		To include changes to the Prices, the Completion Date and to Key Dates when notifying implementation of a compensation event
<b>Option C: Target cost with activity schedule</b>			
20.3			To advise the <i>Project Manager</i> on the practical implications of the design of the <i>works</i> and on the subcontracting arrangements
20.4	To consult with the <i>Contractor</i> on the preparation of forecasts of total Defined Costs		To prepare forecasts of the total Defined Cost for the whole of the <i>works</i> and submit them to the <i>Project Manager</i>
26.4	To accept proposed contract data for subcontracts or to give reasons for non-acceptance		To submit the proposed contract data for each subcontract for acceptance
31.4			To provide information which shows how each activity on the current <i>activity schedule</i> relates to the operations on each programme submitted for acceptance
36.3	To change the Completion Date, the Prices and the Key Dates when a quotation for acceleration is accepted and to accept the revised programme		
40.7	To not include amounts due to the <i>Contractor</i> for the cost of carrying out the repeat test or inspection		
52.2			To keep the described records of costs and payments
52.3			To allow the <i>Project Manager</i> to inspect accounts and records
53.1	To assess the <i>Contractor's</i> share of the difference between the total of the Prices and the Price for Work Done to Date		
53.3	To make a preliminary assessment of the <i>Contractor's</i> share at Completion		
53.4	To assess the <i>Contractor's</i> share in the final amount due using the final Price for Work Done to Date and the final total of the Prices		
54.2	To accept a revision to the <i>activity schedule</i> or to give reasons for non-acceptance		To submit a revision to the <i>activity schedule</i> if the <i>Contractor</i> changes a planned method of working
63.15	May make his own assessments using the Shorter Schedule of Cost Components		To assess a compensation event using the Shorter Schedule of Cost Components if the <i>Project Manager</i> agrees
65.4	To include changes to the Prices, the Completion Date and to Key Dates when notifying implementation of a compensation event		To include changes to the Prices, the Completion Date and to Key Dates when notifying

Clause	Project Manager	Supervisor	Contractor
<b>Core clauses</b>			
			implementation of a compensation event
93.4	To assess the Contractor's share after certifying termination		
<b>Option D: Target cost with bill of quantities</b>			
20.3			To advise the <i>Project Manager</i> on the practical implications of the design of the <i>works</i> and on the subcontracting arrangements
20.4	To consult with the Contractor on the preparation of forecasts of total Defined Costs		To prepare forecasts of the total Defined Cost for the whole of the <i>works</i> and submit them to the <i>Project Manager</i>
26.4	To accept proposed contract data for subcontracts or to give reasons for non-acceptance		To submit the proposed contract data for each subcontract for acceptance
36.3	To change the Completion Date, the Prices and the Key Dates when a quotation for acceleration is accepted and to accept the revised programme		
40.7	To not include amounts due to the Contractor for the cost of carrying out the repeat test or inspection		
52.2			To keep the described records of costs and payments
52.3			To allow the <i>Project Manager</i> to inspect accounts and records
53.5	To assess the Contractor's share of the difference between the Total of the Prices and the Price for Work Done to Date		
53.7	To make a preliminary assessment of the Contractor's share at Completion		
53.8	To assess the Contractor's share in the final amount due using the final Price for Work Done to Date and the final Total of the Prices		
60.6	To correct mistakes in the <i>bill of quantities</i> which are departures from the rules in the method of measurement or due to ambiguities or inconsistencies		
63.15	May make his own assessments using the Shorter Schedule of Cost Components		To assess a compensation event using the Shorter Schedule of Cost Components if the Project Manager agrees
65.4	To include changes to the Prices, the Completion Date and to Key Dates when notifying implementation of a compensation event		To include changes to the Prices, the Completion Date and to Key Dates when notifying implementation of a compensation event
<b>Option E: Cost reimbursable contract</b>			
20.3			To advise the Project Manager on the practical implications of the design of the work and on the subcontracting arrangements
20.4	To consult with the Contractor on the preparation of forecasts of total Defined Cost		To prepare forecasts of the total Defined Cost for the whole of the works and submit them to the <i>Project Manager</i>
26.4	To accept proposed contract data for subcontracts or to give reasons for non-acceptance		To submit the proposed contract data for each subcontract for acceptance
36.4	To change the Completion Date, the Key Dates and the forecast of the total Defined Cost of the whole of the works when a quotation for acceleration is accepted and to accept the revised programme		
52.2			To keep the described records of costs and payments
52.3			To allow the Project Manager to inspect accounts and records
63.15	May make his own assessments using the Shorter Schedule of Cost Components		To assess a compensation event using the Shorter Schedule of

Clause	Project Manager	Supervisor	Contractor
<b>Core clauses</b>			
			Cost Components if the Project Manager agrees
65.3	To include changes to the forecast amount of the Prices, the Completion Date and the Key Dates in the notification implementing a compensation event		To include changes to the forecast amount of the Prices, the Completion Date and the Key Dates in the notification implementing a compensation event
<b>Option F: Management contract</b>			
20.2			To manage the Contractor's design, the provision of the Site services and the construction and installation of the works. To subcontract he Contractor's design, the provision of the Site services and the construction and installation of the works except work which the Contract Data states he will do himself
20.3			To advise the Project Manager on the practical implications of the design of the works and on subcontracting arrangements
20.4	To consult with the Contractor on the preparation of forecasts of total Defined Costs		To prepare forecasts of the total Defined Cost for the whole of the works in conjunction with the <i>Project Manager</i> and to submit them to the <i>Project Manager</i>
20.5	To agree the change to the price for the work and any change to the Key Dates and Completion Date if the work the Contractor is to do himself is affected by a compensation event. To decide the change if the Contractor and the Project Manager cannot agree		To agree the change to the price for the work and any change to the Key Dates and Completion Date if the work the Contractor is to do himself is affected by a compensation event
26.4	To accept proposed contract data for subcontracts or to give reasons for non-acceptance		To submit the proposed contract data for each subcontract for acceptance
36.4	To change the Completion Dates and the forecast of the total defined Cost of the whole of the works when a quotation for acceleration is accepted and to accept the revised programme		
52.2			To keep the described records of costs and payments
52.3			To allow the <i>Project Manager</i> to inspect accounts and records
65.3	To include changes to the forecast amount of the Prices, the Completion Date and the Key Dates in the notification implementing a compensation event		To include changes to the forecast amount of the Prices, the Completion Date and the Key Dates in the notification implementing a compensation event

#### **C4.1 BACKGROUND**

The Site Information presented is indicative only. The Project / Programme Manager will, in accordance with the procedures outlined above, allocate Sections of work (projects) to the Contractor. Each Section of Work will be issued with its own, specific Site Information, which will be read in conjunction with the Site Information presented below.

#### **C4.2 DESCRIPTION OF THE SITE**

##### **C4.2.1 GENERAL**

The respondent's attention is drawn to the fact that this project comprises the "rapid rollout" of a significant number of discrete packages or sites of work (Sections). Each of these are typically of similar arrangement and in accordance with a somewhat limited number of layout options and therefore similar in terms of delivery requirements

##### **C4.2.2 BOUNDARIES OF THE SITE**

Each individual section of the works (site) is typically a discrete location at the proposed location of the ablution facility, measuring in the order of 80 square meters, along with typically narrow pipeline routes for water and sewer connections, but can be larger or smaller, depending on the individual circumstances. Some Sections of work that comprise bulk infrastructure may consist mainly of linear corridors. Working conditions on each site are typically restrictive in nature with limited opportunity for laydown areas and the like.

If the Contractor chooses to establish a centralized camp, it is noted that this does not form part of the Site in terms of the *conditions of contract*.

##### **C4.2.3 ACCESS TO THE SITE**

Access to the individual sites is expected to vary significantly. Some of the sites will be adjacent to normal public roads with easy access for delivery of materials etc. Other sites will be found in extremely congested locations with no practical access other than manual transportation, potentially over fairly significant distances. It is usually possible to negotiate with the local community regarding access matters, but it is explicitly noted that some sites may be extremely awkward to access. It is noted that there can be significant health and safety concerns with respect to illegal (and therefore sub-standard and dangerous) electricity connections, a matter that must also be negotiated by the Contractor and local community where necessary from an access perspective.

##### **C4.2.4 COMMUNITY CONSTRAINTS**

Each Site will be subject to complexities relating to the involvement of the local communities. Some communities may be hostile to the works and some communities may be obstructive to the contractor's activities.

The project process will require the Contractor to appoint a Community Liaison Office (CLO) for various packages of work (requirements for a CLO vary from one per individual Site to one covering multiple Sites). This CLO will assist the Contractor in dealing with the local community and will also liaise with the local political structures as may be required.

The CLO will also assist the Contractor in obtaining local labour. Despite these project processes, the Contractor may find his activities obstructed for undefined durations on particular Sites due to unforeseen community issues that arise. These matters will not be Compensation Events under the *conditions of contract*.

#### **C4.3 GROUND CONDITIONS**

Sites are not typically issued with detailed geotechnical reports per site. Contractors can expect to encounter a wide range of physical ground conditions, including hard rock, through which excavations must be made using appropriate methodologies for the circumstances encountered (blasting is usually not permitted due to the proximity of dwellings).

## **SECTION PSDA: EARTHWORKS (SMALL WORKS)** (Applicable to SABS 1200 DA - 1990)

### **PSDA 8 MEASUREMENT AND PAYMENT**

#### **PSDA 8.1.1 Basic Principles**

Delete the third line of the first sentence and substitute:

“material in backfilling, forming embankments, etc., including any necessary additional offloading, stock-piling and reloading and the cost of disposal of any”

#### **PSDA 8.3.9 Construction of working platform (New Sub-Clause)**

In steep areas, with gradients steeper than **1: 10**, temporary platforms may be required for the setting up and operation of heavy plant equipment during pipe excavations, pipe laying and backfilling. The Contractor shall take all necessary precautions and steps to prepare the platform....Unit m3.

The rate shall also include for all additional plant, labour and materials deemed necessary to create the platforms by the Contractor.