



CLUSTER
Human Settlement, Engineering, and Transport

UNIT
Engineering

DEPARTMENT
Development Engineering

PROCUREMENT DOCUMENT
INFRASTRUCTURE

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

Contract No: 4V - 24407

Contract Title: Provision of Incremental Services within the Northern Region:
Smithfield Road, Kenville: Roads, Footpaths and Associated
Stormwater Control (Ward 34)

Est. CIDB Grade/ Class: 3 CE

CLARIFICATION MEETING AND QUERIES

Clarification Meeting: Compulsory Clarification Meeting

Meeting Location, Date, Time: Ottawa Community Hall, 51 Maharaj Road, Ottawa, Verulam, 4043
[GPS co-ordinates – 29°40'14.38"(S); 31°01'58.48"(E)] on Thursday,
17 May 2024 at 10:00am, there will be a site visit thereafter.

Queries can be addressed to: Sidesh Sirputh
The Employer's Agent's: Tel: 031 309 5831
Representative: eMail: sidesh@mapafrica.co.za. Consolidated answers to questions
will be uploaded 20 May 2024.

TENDER SUBMISSION

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

Closing Date/ Time: Friday, 24 May 2024 at 11:00am

FACSIMILE, eMAIL, or POSTED TENDERS WILL NOT BE ACCEPTED

Issued by:

ETHEKWINI MUNICIPALITY

Deputy Head: Development Engineering

Date of Issue: 10/05/2024

Document Version 24/02/2023(c)

FOR OFFICIAL USE ONLY

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

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

Tenders are hereby invited for the implementation of Contract 4V - 24407 – Provision of Incremental Services within the Northern Region: Smithfield Road, Kenville: Roads, Footpaths and Associated Stormwater Control (Ward 34) for a period of 3 months.

Subject	Description	Tender Data Ref.
Employer	The Employer is the eThekweni Municipality as represented by: Deputy Head: Development Engineering	F.1.1
Tender Documents	Documents can only be obtained in electronic format, issued by the eThekweni Municipality. Documentation can be downloaded from the National Treasury's eTenders website or the eThekweni Municipality's Website . The <u>entire document</u> should be printed (on A4 paper) and suitably bound by the tenderer.	F.1.2
Communication and Employer's Agent	Queries relating to these documents are to be addressed to the Employer's Agent's Representative whose contact details are: Sidesh Sirputh Tel: 031 309 5831 eMail: sidesh@mapafrica.co.za. Consolidated answers to questions will be uploaded 20 May 2024.	F.1.3
Eligibility	It is <u>estimated</u> that tenderers should have a CIDB contractor grading designation of 3 CE (or higher). The CIDB provisions in relation to a Contractor's Potentially Emerging (PE) status <u>do not</u> apply.	F.2.1
Clarification Meeting	Ottawa Community Hall, 51 Maharaj Road, Ottawa, Verulam, 4043 [GPS co-ordinates – 29°40'14.38"(S); 31°01'58.48"(E)] on Thursday, 17 May 2024 at 10:00am, there will be a site visit thereafter.	F.2.6
Submitting a Tender Offer	Tender offers shall be delivered to: The Tender Box in the foyer of the Municipal Building 166 KE Masinga Road, Durban Bidders are required to also make an electronic submission via SSS. Bidders must ensure that the hard copy and electronic submission are the same, failing which the submission will be deemed invalid. Bidders are responsible for resolving all access rights and submission queries before the tender closing date. Technical Queries SSS: Jabulani Chauke: 031-322 9535: Queries - email: Jabulani.chauke@durban.gov.za SSS Queries Contact Lindo Dlamini: Tel: 031-3227133/031-3227153 email: selfservice@durban.gov.za	F.2.8

Closing Time	Tender offers shall be delivered on or before Friday, 24 May 2024 at or before 11:00am .	F.2.9
Evaluation of Tender Offers	The 80/20 Price Preference Point System, as specified in the PPPFA Regulations 2022 will be applied in the evaluation of tenders. Refer to Clause F.3.11 of the Tender Data for the Specific Goal(S) for the awarding of Preference Points, and other related evaluation requirements.	F.3.4

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

PART T1: TENDERING PROCEDURES

T1.2: TENDER DATA

T1.2.1 STANDARD CONDITIONS OF TENDER

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

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

T1.2.2 TENDER DATA

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

F.1: GENERAL

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

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

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

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

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

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

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

Sidesh Sirputh

Tel: 031 309 5831

eMail: sidesh@mapafrica.co.za. Consolidated answers to questions will be uploaded 20 May 2024.

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

F.2: TENDERER'S OBLIGATIONS

F.2.1.1 Eligibility: General

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

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

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

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

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

The following are to be noted:

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

F.2.1.2 Eligibility: CIDB

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

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

F.2.1.3 Eligibility: Tenderer's Experience

Only those tenderers that can demonstrate experience, by the submission of the specified returnable document in T2.2 (duplicated for each experience submission), and supply the associated documentation/ information, in works of a similar nature, within the past 7 years, will be eligible to have their tenders evaluated in terms of Clause F.3.11.

Returnable form T2.2.16: “Eligibility: Experience of Tenderer” is to be duplicated for each experience submission, as may be required.

Contact details of the Client or Main Contractor (if experience was gained as a sub-contractor), is required to be provided on the above-mentioned form. The contact details may be used by the Employer to verify the information, pertaining to the experience submission, as provided by the Tenderer. Should the Employer’s reasonable attempts to make contact with the Client or Main Contractor, to verify the information provided, fail (for whatever reason), that specific experience submission will be considered invalid.

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

In the event of a Joint Venture (JV) tendering for this contract, experience gained by the separate entities making up the JV may be used as experience provided that the experience requirement, as stipulated in **Table 2**, is satisfied, and that the required documentation/ information is provided.

The documentation/ information that is required is specified on **Table 1**: “Documentation / Information Requirements” (which includes the Notes below the table), and the experience requirement is as stated on **Table 2**: “Tenderer’s Experience Requirement”.

Table 1: Documentation / Information Requirements

Note: an “X” in this table indicates that the associated documentation must be provided, if applicable.	Proof of Sub-Contract Agreement	Letter of Award OR Form of Offer & Acceptance	Most recent Payment Certificate OR Invoice with Quantities summary	Final Payment Certificate OR Invoice with Quantities summary	Completion Certificate	NB Scope of Work
	Note 1	Note 2	Note 3	Note 4	Note 5	Note 6
Works as Sub-Contractor						
Current Contracts	X		X			X
Completed Contracts	X			X		X
Works as Main Contractor						
Current Contracts		X	X			X
Completed Contracts		X		X	X	X
Failure to submit the returnable form T2.2.16, and provide the above supporting documentation/ information, for each submission of experience, will invalidate that experience submission						

Table 1: NOTES	
Note 1	Must include the names of the parties, the managing entity's name, the effective dates, and the signature(s) page, all pertaining to the agreement.
Note 2	Issued by the Client / Employer.
Note 3	Proof of the most recent payment received from the Main Contractor or Client/ Employer, OR most recent submitted INVOICE, with a summary breakdown of quantities.
Note 4	Proof of the final payment received from the Main Contractor or Client/ Employer, OR most recent submitted INVOICE, with a summary breakdown of quantities.
Note 5	Issued by the Client/ Employer.
Note 6	<p>NB: Without this information the experience submission cannot be considered.</p> <ul style="list-style-type: none"> This submission must indicate how the works carried out, either as a Sub-Contractor or a Main Contractor, is similar (see Table 2: Tenderer's Experience Requirement) to the Scope-of-Work of this specific tender. If executed as a Sub-Contractor, the Scope-of-Work should be indicative of only the works carried out by the Sub-Contractor, and not the overall Scope-of-Work of the main contract. If executed as a Main Contractor, the overall contract Scope-of-Work is to be provided. The description of the Scope-of-Work is to be inserted into the returnable form in T2.2.16, or if available as a hard copy (max. 2 pages) attached to the form with the other relevant, associated, supporting documentation.

Table 2: Tenderer's Experience Requirement

Provision of Roads and Ancillary Works
<ul style="list-style-type: none"> Projects of a similar nature that will be considered will be one, or a combination of, the following types of projects: new road construction, road widening/upgrades, intersection improvements, gravel to surfaced road upgrades, access road upgrades, major parking areas, and provision of interim roadway related services to informal settlements. Each project must consist of at least two of the following elements: bulk earthworks, roadway layer-works, asphalt roadway surfacing, kerbing / channelling, sidewalk / walkway construction, traffic calming measures, stormwater drainage, retaining structures, dealing with underground services (watermains, sewers, electricity / communication infrastructure). Projects that are excluded are road rehabilitation projects, road maintenance projects, and the construction of gravel roads.

Experience Requirement: Contract(s) with works of a similar nature, within the past 7 years
<p>A minimum of 2 contracts, <u>each</u> with a value of 50% of the tender value submitted for this tender.</p> <p>Contracts may have been executed as a Sub-Contractor.</p>

Note: **The failure to complete the relevant returnable form T2.2.16 for each submission of experience AND supply the associated, relevant, documentation (as specified on Table 1) will invalidate the experience submission.**

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

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

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

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

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

submission being made non-responsive.”

- F.2.7 Clarification meeting:**
Ottawa Community Hall, 51 Maharaj Road, Ottawa, Verulam, 4043 [GPS co-ordinates – 29°40’14.38”(S); 31°01’58.48”(E)] on Thursday, 17 May 2024 at 10:00am, there will be a site visit thereafter.

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

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

- F.2.13 Submitting a tender offer:** Submissions must be submitted on official submission documentation issued by the eThekweni Municipality in **BLACK INK** and ONLY hard copy submissions will be accepted.

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

- Contract No. : **4V - 24407**
- Contract Title : **Provision of Incremental Services within the Northern Region: Smithfield Road, Kenville: Roads, Footpaths and Associated Stormwater Control (Ward 34)**

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

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

Tenderers are to include, with their paper (“hard copy”) submission, a memory-stick containing an electronically scanned (300 dpi resolution) Public Document Format (PDF) copy of their complete bid submission. This PDF file should be named using the contract number and the Tenderer’s name, eg. **“4V - 24407 – Tenderers Name.PDF”**. The memory-stick must be labelled with the Tenderer’s name and securely fixed to the paper submission.

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

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

- Date : **Friday, 24 May 2024**
- Time : **11h00**

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

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

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

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

The Form of Offer (C1.1.1), Data to be provided by the Contractor (C1.2.2.2), and the Bill of

Quantities (C2.2) are also required to be completed in full.

Tax Clearance

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

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

Failure to comply will make the tender non-responsive.

Compensation Commissioner

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

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

Failure to comply will make the tender non-responsive.

Central Supplier Database (CSD)

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

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

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

CIDB Registration

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

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

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

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

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

F.3: THE EMPLOYER'S UNDERTAKINGS

- F.3.1.1 Respond to requests from the tenderer:** Replace the words "five working days" with "three working days".
- F.3.2 Issue addenda:** Add the following paragraph: "Addenda will be published, in electronic format, on the same platform(s) as the Tender Notification (refer to F.1.2)."
- F.3.4 Opening of Tender Submissions:** Tenders will be opened immediately after the closing time for tenders. The public reading of tenders will take place in the SCM Boardroom, 6th Floor, Engineering Unit Building, 166 KE Masinga Road, Durban.

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

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

Preference Point System

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

Price Points

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

Preference Points

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

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

- **Ownership Goal**

Goal Weighting: 80%

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

Ownership Categories	Criteria	80/20	90/10
Race: Black (w1)	Equals 0%	0	n/a
	Between 0% and 51%	4.8	n/a
	Greater or equal to 51% and less than 100%	9.6	n/a
	Equals 100%	12	n/a
Gender: Female (w2)	Equals 0%	0	n/a
	Between 0% and 51%	1.6	n/a
	Greater or equal to 51% and less than 100%	3.2	n/a
	Equals 100%	4	n/a
Maximum Goal Points:		16	n/a

The **Weightings** of the **Ownership Categories** will be:

- w1 = 75%, w2=25%, w3=0% (where: w1 + w2 + w3 = 100%)

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

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

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

Goal Weighting: 20%

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

Location	80/20	90/10
Not in South Africa	0	n/a
South Africa	1	n/a
Kwa Zulu Natal	2	n/a
eThekweni Municipality	4	n/a
Maximum Goal Points:	4	n/a

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

- CSD report

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

- The tenderer submits a **valid Tax Clearance Certificate OR Tax Compliance Status PIN**, issued by the TCS System of the South African Revenue Services, or has made arrangements to meet outstanding tax obligations.
- The tenderer is **registered, and "Active", with the Construction Industry Development Board**, at time of tender closing, in an appropriate contractor grading designation.
- The tenderer or any of its directors/shareholders is **not listed on the Register of Tender Defaulters** in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector.
- The tenderer has not:
 - Abused the Employer's Supply Chain Management System; or
 - Failed to perform on any previous contract and has been given a written notice to this effect.
- The tenderer has completed the **Compulsory Enterprise Questionnaire** and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the Employer or potentially compromise the tender process.
- The tenderer is **registered and in good standing with the compensation fund or with a licensed compensation insurer**.
- The Employer is reasonably satisfied that the tenderer has in terms of the Construction Regulations, 2014, issued in terms of the Occupational Health and Safety Act, 1993, the **necessary competencies and resources to carry out the work safely**.

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

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

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

F.3.17 Copies of contract: The number of paper copies of the signed contract to be provided by the

Employer is ONE (1).

Tenderers are to include, with their “hard copy” submission, a memory-stick containing an electronically scanned (300 dpi resolution) Public Document Format (PDF) copy of their complete bid submission. This PDF file should be named using the contract number and the Tenderer’s name, eg. “**4V-24407 – Tenderers Name.PDF**”. The memory-stick must be labelled with the Tenderer’s name and securely fixed to the paper submission.

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

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

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

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

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

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

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

T1.2.3.3 Code of Conduct and Local Labour

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

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

T1.2.3.4 Targeted Procurement

Targeted Procurement provisions are not applicable to this tender.

T1.2.3.5 Functionality Specification

Functionality Evaluation is not applicable to this tender.

PART T2: RETURNABLE DOCUMENTS

T2.1 LIST OF RETURNABLE DOCUMENTS

T2.1.1 General

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

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

T2.1.2 Returnable Schedules, Forms and Certificates

Entity Specific

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Eligibility

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T2.2 RETURNABLE SCHEDULES, FORMS, AND CERTIFICATES

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

NOTE

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

T2.2.1 COMPULSORY ENTERPRISE QUESTIONNAIRE

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

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

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

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

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

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

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

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

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

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

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

NAME (Block Capitals):

Date

SIGNATURE:

T2.2.3 TAX COMPLIANCE STATUS PIN / TAX CLEARANCE CERTIFICATE

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

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

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

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

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

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

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

NAME (Block Capitals): _____

Date

SIGNATURE: _____

T2.2.4 CONTRACTOR'S HEALTH AND SAFETY DECLARATION

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

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

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

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

Declaration by Tenderer

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

(a) From my own competent resources as detailed in 4(a) hereafter.

(b) From my own resources still to be appointed or trained until competency is achieved, as detailed in 4(b) hereafter:

(c) From outside sources by appointment of competent specialist Subcontractors as detailed in 4(c) hereafter:

Circle Applicable	
Yes	NO
Yes	NO
YES	NO

- 4 Details of resources I propose:

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

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

NAMES OF COMPETENT PERSONS	POSITIONS TO BE FILLED BY COMPETENT PERSONS

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

(i) By whom will training be provided?

(ii) When will training be undertaken?

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

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

Name of proposed subcontractor:

Qualifications or details of competency of the subcontractor:

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

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

NAME (Block Capitals): _____

Date

SIGNATURE: _____

T2.2.5 MBD 4: DECLARATION OF INTEREST

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

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

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

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

3.1 Name of enterprise	Complete T2.1.2.1 Item 1.1				
Name of enterprise's representative	Complete T2.1.2.1 Item 1.2				
3.2 ID Number of enterprise's representative	Complete T2.1.2.1 Item 1.3				
3.3 Position enterprise's representative occupies in the enterprise	Complete T2.1.2.1 Item 1.4				
3.4 Company Registration number	Complete T2.1.2.1 Item 3.1 or 3.2				
3.5 Tax Reference number	Complete T2.1.2.1 Item 3.3				
3.6 VAT registration number	Complete T2.1.2.1 Item 1.7				
3.7 The names of all directors / trustees / shareholders / members / sole proprietors / partners in partnerships, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below. In the case of a joint venture, information in respect of each partnering enterprise must be completed and submitted.					
<div style="text-align: right;"> <table border="1"> <thead> <tr> <th colspan="2">Circle Applicable</th> </tr> </thead> <tbody> <tr> <td>YES</td> <td>NO</td> </tr> </tbody> </table> </div>		Circle Applicable		YES	NO
Circle Applicable					
YES	NO				
3.8 Are you presently in the service of the state?					
If yes, furnish particulars:					
.....					
3.9 Have you been in the service of the state for the past twelve months?					
If yes, furnish particulars:					
.....					

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

YES

NO

If yes, furnish particulars:

.....

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

YES

NO

If yes, furnish particulars:

.....

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

YES

NO

If yes, furnish particulars:

.....

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

YES

NO

If yes, furnish particulars:

.....

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

YES

NO

If yes, furnish particulars:

.....

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

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

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

NAME (Block Capitals):

Date

.....

SIGNATURE:

.....

.....

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

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

Circle Applicable	
YES	NO
<p>1.0 Are you by law required to prepare annual financial statements for auditing?</p> <p>1.1 If YES, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.</p>	
<p>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?</p> <p>2.1 If NO, this serves to certify that the bidder has no undisputed commitments for municipal services towards any municipality for more than three months or other service provider in respect of which payment is overdue for more than 30 days.</p> <p>2.2 If YES, provide particulars.</p> <p>.....</p> <p>.....</p>	
<p>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?</p> <p>3.1 If YES, provide particulars.</p> <p>.....</p> <p>.....</p>	
<p>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?</p> <p>4.1 If YES, provide particulars.</p> <p>.....</p> <p>.....</p>	

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

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

NAME (Block Capitals):

Date

SIGNATURE:

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

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

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

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

1.0 GENERAL CONDITIONS

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

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

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

1.3 Preference Points for this tender shall be awarded for:

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

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

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

2.0 DEFINITIONS

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

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

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

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

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

3.0 FORMULA FOR CALCULATION OF PREFERENCE PRICE POINTS

3.1 PROCUREMENT OF GOODS AND SERVICES

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

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

Where:

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

4.0 POINTS AWARDED FOR SPECIFIC GOALS

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

TABLE 1: Specific Goals for the tender and maximum points for each goal are indicated per the table below.Tenderers are to indicate their points claim for each of the Specific Goals in the shaded blocks.

The Specific Goals to be allocated points in terms of this tender	Maximum Number of points ALLOCATED (80/20 system)	Maximum Number of points ALLOCATED (90/10 system)	Number of points CLAIMED (80/20 system)	Number of points CLAIMED (90/10 system)
Ownership Goal: Race (black)	12	n/a		n/a
Ownership Goal: Gender (female)	4	n/a		n/a
RDP Goal: The promotion of South African owned enterprises.	4	n/a		n/a
Total CLAIMED Points (20 Maximum)				n/a

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

I acknowledge that:

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

NAME (Block Capitals): _____

Date

SIGNATURE: _____

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

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

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

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

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

Circle Applicable	
YES	NO

- 4.1.1 If YES, provide particulars.

.....

.....

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

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

YES	NO
-----	----

- 4.2.1 If YES, provide particulars.

.....

.....

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

YES	NO
-----	----

- 4.3.1 If YES, provide particulars.

.....

.....

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

YES	NO
-----	----

4.4.1 If YES, provide particulars.

.....

.....

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

YES	NO
-----	----

4.5.1 If YES, provide particulars.

.....

.....

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

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

NAME (Block Capitals):

Date

.....

SIGNATURE:

.....

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

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of:

(Name of Bidder)

that:

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

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

NAME (Block Capitals):

Date

SIGNATURE:

T2.2.10 JOINT VENTURES AGREEMENTS

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

T2.2.11 RECORD OF ADDENDA TO TENDER DOCUMENTS

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

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

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

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

NAME (Block Capitals): _____

Date

SIGNATURE: _____

T2.2.12 ELIGIBILITY: DECLARATION OF MUNICIPAL FEES

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

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

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

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

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

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

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

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

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

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

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

NAME (Block Capitals):

Date

SIGNATURE:

T2.2.13 ELIGIBILITY: REGISTRATION WITH COMPENSATION COMMISSIONER

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

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

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

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

Clause 82: Employer to furnish returns of earnings

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

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

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

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

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

Clause 89: Mandators and contractors

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

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

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

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

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

NAME (Block Capitals):

Date

SIGNATURE:

T2.2.14 ELIGIBILITY: CSD REGISTRATION REPORT

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

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

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

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

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

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

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

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

NAME (Block Capitals):

Date

SIGNATURE:

T2.2.15 ELIGIBILITY: VERIFICATION OF CIDB REGISTRATION AND STATUS

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

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

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

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

Home

Contractor Detail Print

Contractor Detail

CRS Number: Type of Enterprise:

Contractor Name: Registration Date:

Trading Name: Expiry Date:

Status:

Contractor Grades

Grade:

Back

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[Website technical enquires contact](#)

01/01/2017

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

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

NAME (Block Capitals):

Date

SIGNATURE:

T2.2.16 ELIGIBILITY: EXPERIENCE OF TENDERER

Reference is to be made to Clause F.2.1.2 of the Tender Data.

This form is to be copied and used for each submission of experience, as may be required.

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

Tenderer's CIDB Grade:	1*	2*	3*	4*	5*	6*	7*	8*	9*	Experience as a:	Sub-Contractor*	Main Contractor*
Client / Employer:	Entity Name:											
	Contact Name:											
	Contact Tel:											
	Contact Cell:											
	Contact email / other:											
Client OR Main Contractor's Details Should the Employer's reasonable attempts to make contact, to verify the information provided, fail (for whatever reason) this experience submission will be considered invalid.	Entity Name:											
	Contact Name:											
	Contact Tel:											
	Contact Cell:											
	Contact email / other:											
Contract Details	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)	<p>If available in hard copy, the Scope-of-Work can be attached.</p> <p>Only include the Scope-of-Work (contract description). <u>The Specification is not required.</u></p>

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, OR most recent INVOICE, with Quantities summary	Final Payment Certificate, OR most recent INVOICE, with Quantities summary	Completion Certificate
Current Contract as Sub-Contractor	X		X		
Completed Contract as Sub-Contractor	X			X	
Current Contract as Main Contractor		X	X		
Completed Contract as Main Contractor		X		X	X
<p>Failure to submit this returnable form, and provide the above supporting documentation/ information, for each submission of experience, will invalidate that experience submission</p>					

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

NAME (Block Capitals):

Date

SIGNATURE:

PART C1: AGREEMENT AND CONTRACT DATA**C1.1: FORM OF OFFER AND ACCEPTANCE****C1.1.1: OFFER**

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

Contract No: **4V - 24407**

Contract Title: **Provision of Incremental Services within the Northern Region: Smithfield Road, Kenville: Roads, Footpaths and Associated Stormwater Control (Ward 34)**

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.

FOR THE TENDERER		FOR THE EMPLOYER
	Signature	
	Name (<i>in capitals</i>)	
	Capacity	
	Name and Address of	
	Organisation	
	Witness Signature	
	Witness Name	
	Date	

C1.2: CONTRACT DATA

C1.2.1 CONDITIONS OF CONTRACT

C1.2.1.1 GENERAL CONDITIONS OF CONTRACT

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

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

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

C1.2.2 CONTRACT DATA

C1.2.2.1 DATA TO BE PROVIDED BY THE EMPLOYER

- 1.1.1.13 The **Defects Liability Period**, from the date of the Certificate of Completion, is **1 Year**.
- 1.1.1.14 The **time for achieving Practical Completion**, from the Commencement Date is **3 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:
Deputy Head: **Development Engineering**
- 1.2.1.2 The address of the Employer is:
Physical: Engineering Unit, 166 K.E. Masinga Road, DURBAN, 4001
Postal: Engineering Unit, P.O. Box 680, DURBAN, 4000
Telephone: 031 311 7282
Fax: 031 311 7775
E-Mail: Lorato.kegakilwe-piki@durban.gov.za
- 1.1.1.6 The **name of the Employer's Agent** is MAP AFRICA Consulting Engineers
- 1.2.1.2 The address of the Employer' Agent is:
Physical: Unit 11 Crystal Rock, 16 Solstice Road, uMhlanga Ride, Durban, 4319
Postal: P.O. Box 65610, Reservoir Hills, 4090
Telephone: 031 309 5831
Fax: 031 309 2929
E-Mail: sidesh@mapafrica.co.za
- 1.1.1.26 The **Pricing Strategy** is by **Re-measurement Contract**.
- 3.2.3 The Employer's Agent shall obtain the **specific approval of the Employer** before executing any of his functions or duties according to the following Clauses of the General Conditions of Contract:
- 6.3: Council approval in order to authorise any expenditure in excess of the Tender Sum plus **15% contingencies**.

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

Note:

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

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

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

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

- 5.3.3 Add the following paragraph:

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

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

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

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

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

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

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

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

5.13.1 The **penalty for delay** in failing to complete the Works is **R 3 500.00** (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:

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

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

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

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

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

- The proportion not subject to adjustment: **x = 0.10**.
- The base month will be the month prior to the month in which tenders close.
- The Index for Labour shall be based on **December 2021 = 100**.
- The Index for Fuel, Plant and Materials shall be based on **December 2023 = 100**.

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

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

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

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

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

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

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

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

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

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

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

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

8.6.1.3 The limit of indemnity for **liability insurance**: **R 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 1 000 000.00**
- Maximum first excess: **R 10 000.00**

8.6.1.5 Furthermore, the insurance cover effected by the Contractor shall meet the following requirements:**Third Party Insurance (Public Liability)**

- Minimum amount for any one occurrence, unlimited as to the number of occurrences, for the period of the contract, inclusive of the maintenance period: **R 1 000 000.00**.
- Consequential loss to be covered by policy: **Yes**
- Liability section of policy to be extended to cover blasting: **Nil**.
- Maximum excess per claim or series of claims arising out of any one occurrence: **R 20 000.00**.

Principal's own surrounding Property Insurance

- Minimum amount for any one occurrence unlimited as to the number of occurrences against any claim for damage which may occur to the Council's own surrounding property: **R 500 000.00**.
- Maximum first excess: **R 10 000.00**.

Insurance of Works

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

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

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

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

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

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

C1.2.2.2 DATA TO BE PROVIDED BY CONTRACTOR

1.2.2.2.1 The legal name of Contractor is:

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1.2.2.2.2 The Physical address of the Contractor is:

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The Postal address of the Contractor is:

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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 34**. 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.

Local labour shall be paid as per the Civil Engineering Industry labour rates.

C1.2.3.3 CONTRACTOR PARTICIPATION GOAL (CPG)

It is a condition of contract that the contractor must allow for a minimum of 15% of the contract value (excluding PC Sum items and Fixed Cost allowances) to be subcontracted to contractors who reside within Ward 34. In the event where the necessary skills/resources cannot be sourced within Ward 34, then the contractor is to source subcontractors from the immediate surrounding wards. Proof of payment to the subcontractors will be required to verify that the minimum has been achieved.

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

C1.2.3.4 FTE (Full Time Equivalent) EMPLOYMENT INFORMATION

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

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

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

- Category of Employment

Category A: Employed as Local Labour for this contract only Category B: Temporarily employed by the Contractor Category C: Permanently employed by the Contractor
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In addition, the following information is required in respect of each person listed above, on a monthly basis:

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

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

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

C1.2.3.5 PERFORMANCE MONITORING OF SERVICE PROVIDERS

The Contractor shall be subjected to "Performance Monitoring" assessments in terms of the applicable Section (S.53) of the Employer's Supply Chain Management Policy.

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

C1.2.3.6 EXCEPTED RISKS (Clause 8.3)

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

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

C2.1: PRICING ASSUMPTIONS / INSTRUCTIONS

C2.1.1 GENERAL

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

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

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

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

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

C2.1.3 QUANTITIES REFLECTED IN THE SCHEDULE

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

The Works as finally completed in accordance with the Contract shall be measured and paid for as specified in the Bill of Quantities and in accordance with the General and Special Conditions of

Contract, the Specifications and Project Specifications and the Drawings. Unless otherwise stated, items are measured net in accordance with the Drawings, and no allowance has been made for waste.

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

C2.1.5 MONTHLY PAYMENTS

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

C2.1.4 PROVISIONAL SUMS / PRIME COST SUMS

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

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

C2.1.6 PRICING OF THE BILL OF QUANTITIES

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

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

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

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

C2.1.7 "RATE ONLY" ITEMS

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

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

For "Rate Only" items no quantities are given in the "Quantity" column but the quoted rate shall apply in the event of work under this item being required. The Tenderer shall however note that in terms of the Tender Data the Tenderer may be asked to reconsider any such rates which the Employer may regard as unbalanced.

C2.1.8 PRELIMINARY AND GENERAL

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

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

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

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

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

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

C2.1.9 PROFIT MARK UP PERCENTAGE

Bidders are to note that profit percentages on provisional items/budgetary allowances shall not exceed 10% (ten percent). Any profit allowances exceeding ten percent will be balanced out subsequent to award.

C2.1.10 UNPRICED ITEMS

All items against which no price has been tendered, shall be deemed included in the rates for items priced.

C2.2: BILL OF QUANTITIES

The Bill of Quantities follows and comprises of 11 pages. The pages are numbered 55 to 65

INDEX TO BILL OF QUANTITIES

SECTION 1 PRELIMINARY AND GENERAL**PART AA PRELIMINARIES****PART AB GENERAL SPECIFICATIONS****PART AH OCCUPATIONAL HEALTH and SAFETY****SECTION 2 FOOTPATHS****PART B SITE CLEARANCE****PART C CONCRETE WORK****PART DA EARTHWORKS : BULK****PART DD EARTHWORKS FOR STRUCTURES****PART EF KERBS AND HAUNCHES****PART EG SIDEWALKS, FOOTPATHS and MEDIAN AREAS****PART F PROTECTION WORKS****SECTION 3 ROADS****PART B SITE CLEARANCE****PART DA EARTHWORKS : BULK****PART EB GRADED CRUSHED STONE****PART ED ROAD ASPHALT****PART EF KERBS AND HAUNCHES****PART F PROTECTION WORKS****PART TA ROAD SIGNS****PART TB ROAD MARKINGS**

BILL OF QUANTITIES**SECTION 1 PRELIMINARY AND GENERAL****PART AA PRELIMINARIES**

Item	Clause	Description	Unit	Quantity	Rate	Amount
		GENERAL CONDITIONS OF CONTRACT (GCC 2015) READ IN CONJUNCTION WITH THE CONTRACT DATA				
1	GCC 2015	Fixed Charge obligations	sum	1		
2	GCC 2015	Time Related obligations	sum	1		
		SANS 1921-1 : GENERAL ENGINEERING AND CONSTRUCTION WORKS READ IN CONJUNCTION WITH THE ASSOCIATED SPECIFICATION DATA IN THE SCOPE OF WORKS				
3	SANS 1921-1	Fixed Charge Items	sum	1		
4	SANS 1921-1	Time Related Items	sum	1		
		COMMUNITY LIAISON OFFICER				
5	C1.2.3.1	Allow for a CLO to be appointed	PC Sum	63000	1.00	63 000.00
6		Percentage adjusted on Item 5 for overheads and profits	%	63000		

TOTAL CARRIED TO SECTION 1 SUMMARY: PRELIMINARY AND GENERAL

R

PART AB GENERAL SPECIFICATIONS

Item	Clause	Description	Unit	Quantity	Rate	Amount
	PS.AB.2	FIXED CHARGES				
1		Offices for Engineer and Staff	sum	1		
2	AB.4 PS.12	Contractor's Camp Site / Store Yard	sum	1		
3	AB.5 PS.AB.5	Notice Board	sum	1		
4	PS.AB.7	Road Deviations	sum	1		
5	AB.7	Initial supply of all signs, barricades and delineators	sum	1		
6	PS.11.1	Survey for, and Preparation of, 'As-Built' Drawings	sum	1		
7	PS.11.3	Additional Site Survey	PC Sum	10000	1.00	10 000.00
8	PS.11.3	Percentage adjusted on Item 7 for overheads and profits	%	10000		

Part Continued **PART** AB GENERAL SPECIFICATIONS

Item	Clause	Description	Unit	Quantity	Rate	Amount
		Allow the following additional items which the tenderer requires to be priced separately :-				
9		a)	sum	1		
10		b)	sum	1		
11		c)	sum	1		
		TIME RELATED CHARGES				
12	PS.AB.2	Offices for Engineer and Staff	sum	1		
13	AB.4	Contractor's Camp Site / Store Yard	sum	1		
14	GCC 2015 4.12	Contractors Superintendence	sum	1		
15	AB.6	Cost of Samples and Contractor's Preliminary and Site Control Testing	sum	1		
16	AB.7	Maintenance of Pedestrian and Traffic Facilities	sum	1		
17	AB.7	Maintenance of all signs, barricades and delineators	sum	1		
18	PS.11.2	Setting out of works	sum	1		
19	PS.9.3	All work to comply with Environmental Management Plan including all reports, meetings, approvals (etc)	sum	1		
20	AB.6	Allowance for Acceptance Control Testing	PC Sum	15000	1.00	15 000.00
21	AB.6	Percentage adjusted on Item 20 for overheads and profit	%	15000		
		Allow the following additional items which the tenderer requires to be priced separately :-				
22		a)	sum	1		
23		b)	sum	1		
24		c)	sum	1		
25	PS.16	Site Security	sum	1		
26	PS.13.3	Deduction of for Re-tests requested when density of a layer is not to specification as determined by acceptance testing (-R1000/set)	set	0		

TOTAL CARRIED TO SECTION 1 SUMMARY: PRELIMINARY AND GENERAL

R

PART AH OCCUPATIONAL HEALTH and SAFETY

Item	Clause	Description	Unit	Quantity	Rate	Amount
1	AH.14.1 PS.10	Contractor's initial obligations in respect of the Occupational Health and Safety Act and Construction Regulations	sum	1		
2	AH.14.2 PS.10	Contractor's time related obligations in respect of the Occupational Health and Safety Act and Construction Regulations	sum	1		
3	AH.14.3 PS.10	Submission of the Health and Safety File	sum	1		

TOTAL CARRIED TO SECTION 1 SUMMARY: PRELIMINARY AND GENERAL**R**

SECTION 2 FOOTPATHS**PART B SITE CLEARANCE**

Item	Clause	Description	Unit	Quantity	Rate	Amount
1	B.8.2	General Clearing and Grubbing for Footpaths	m2	880		
2	B.8.4	Removal of trees of girth exceeding 1,5 m	no.	5		
3	B.8.9	Removal of brickwork	m3	10		
4	B.8.10	Removal of unreinforced concrete	m3	20		
5	B.8.11	Removal of reinforced concrete	m3	20		
6	PS.2.3	Relocation of existing services (Provisional)	PC Sum	10000	1.00	10 000.00
7	PS.2.3	Percentage adjusted on Item 6 for overheads and profits	%	10000		

TOTAL CARRIED TO SECTION 2 SUMMARY: FOOTPATHS

R

PART C CONCRETE WORK

Item	Clause	Description	Unit	Quantity	Rate	Amount
1	C.8.1 PS.C1 to PS.C.4	Concrete for Footpath Slab (Grade 20/19) as per drawing no. 557-SMIT-903	m3	24		
2	C.8.1 PS.C1 to PS.C.4	Concrete for V-drain Channels (Grade 20/19) as per drawing no. 557-SMIT-903	m3	32		
3	C.8.1 PS.C1 to PS.C.4	Grade 25/19 concrete for retaining wall bases as per drawing no. 557-SMIT-904	m3	10		
4	C.8.2	High-Tensile Welded Mesh: REF 193 Weldmesh (rate shall cover cost of supply and installation of reinforcement)	t	0.75		
5	C.8.2	High-Tensile Welded Mesh: REF 245 Weldmesh (rate shall cover cost of supply and installation of reinforcement)	t	0.1		
6	C.8.3	Class 1 Formwork for concrete works	m2	100		

TOTAL CARRIED TO SECTION 2 SUMMARY: FOOTPATHS

R

PART DA EARTHWORKS : BULK

Item	Clause	Description	Unit	Quantity	Rate	Amount
1	DA.8.3	Excavate soft material and place directly into fill (as directed by the Engineer) for footpaths	m3	110		
2	DA.8.3	Excavate soft material to spoil for footpaths	m3	110		
3	DA.8.3	Extra over Item 2 above for excavation of hard material to spoil for footpaths	m3	10		

Part Continued PART DA EARTHWORKS : BULK

Item	Clause	Description	Unit	Quantity	Rate	Amount
4	DA.8.3 DB.3.1.2	Extra over Item 2 above for excavation of rock material to spoil for footpaths	m3	5		
5	DA.8.3	Rip and re-compact insitu material to 90% MOD AASHTO	m3	90		
6	DA.8.4	Import suitable G9 Quality fill material from commercial source inclusive of haulage, royalties for footpaths	m3	25		
7	DA.8.4	Import suitable G7 Quality fill material from commercial source inclusive of haulage, royalties for footpaths	m3	55		
8	DA.8.5	Compact soft fill material from site to 90% Mod. A.A.S.H.T.O.	m3	110		
9	DA.8.5	Compact imported G9 Quality fill material to 90% Mod. A.A.S.H.T.O.	m3	25		
10	DA.8.5	Compact imported G7 Quality fill material to 93% Mod. A.A.S.H.T.O.	m3	55		

TOTAL CARRIED TO SECTION 2 SUMMARY: FOOTPATHS**R****PART DD EARTHWORKS FOR STRUCTURES**

Item	Clause	Description	Unit	Quantity	Rate	Amount
1	DD.8.2	Excavate in all material for dry stack retaining walls to stockpile	m3	17		
2	DD.8.2	Excavate in all material for dry stack retaining walls to spoil	m3	35		
3	DD.8.2	Extra over Item 2 above for excavation of hard material to spoil for retaining walls	m3	10		
4	DD.8.2	Extra over Item 2 above for excavation of rock material to spoil for retaining walls	m3	5		
5	DD.8.3	Backfill and compact using material from stockpile to 90% Mod. A.A.S.H.T.O	m3	17		

TOTAL CARRIED TO SECTION 2 SUMMARY: FOOTPATHS**R****PART EF KERBS AND HAUNCHES**

Item	Clause	Description	Unit	Quantity	Rate	Amount
1	EF.8.1	Type D barrier kerb as per drawing no. 38577	m	200		

TOTAL CARRIED TO SECTION 2 SUMMARY: FOOTPATHS**R****PART EG SIDEWALKS, FOOTPATHS and MEDIAN AREAS**

Item	Clause	Description	Unit	Quantity	Rate	Amount
1	PS.EG 8.2.1	Supply and lay precast concrete steps as per drawing no. 557-SMIT-903	no.	120		

Part Continued **PART EG SIDEWALKS, FOOTPATHS and MEDIAN AREAS**

Item	Clause	Description	Unit	Quantity	Rate	Amount
2	PS.EG 8.2.2	Supply and fit handrails as per drawing no. 557-SMIT-903. Inclusive of closed ends and ranked sections	m	40		
3	EG.8.3	Expansion joints - Expansion joints with polysulphide sealant	m	20		
4	EG.8.2	Precast Concrete bollards as per drawing no. 557-SMIT-903	no.	4		

TOTAL CARRIED TO SECTION 2 SUMMARY: FOOTPATHS

R

PART F PROTECTION WORKS

Item	Clause	Description	Unit	Quantity	Rate	Amount
1	F.8.1	Imported topsoil : thickness 100 mm	m2	380		
2	F.8.3	Grass planting on banks and verges. Rate to include for supply and lay of Cynodon 'Dactylon' grass, fertilizers, pesticides etc.	m2	380		
3	PS.F.8.9	Supply and construct dry stack retaining wall as per drawing no. 557-SMIT-904 Block Spec: ±47kg/block	m2	90		
4	PS.F.8.10	Soilcrete backfill to walls to achieve a min. UCS of 2Mpa. Rate to include for importing G7 material from commercial source and stabilising agent	m3	61		
5	PS.F.8.11	170 x 170 x 190 stone weepholes as per drawing no. 557-SMIT-904	no.	66		

TOTAL CARRIED TO SECTION 2 SUMMARY: FOOTPATHS

R

SECTION 3 ROADS**PART B SITE CLEARANCE**

Item	Clause	Description	Unit	Quantity	Rate	Amount
1	B.8.2	General clearance and grubbing in road reserve	m2	140		
2	B.8.4	Removal of trees of girth exceeding 1,5 m	no.	1		

TOTAL CARRIED TO SECTION 3 SUMMARY: ROADS

R

PART DA EARTHWORKS : BULK

Item	Clause	Description	Unit	Quantity	Rate	Amount
1	DA.8.3	Excavate unsuitable material below embankments or formation and spoil at tip	m3	10		
2	DA.8.3	Excavate soft material and place directly into fill	m3	70		
3	DA.8.3	Excavate soft material to spoil	m3	110		
4	DA.8.3	Extra over Item 3 above for excavation of hard material to spoil	m3	10		
5	DA.8.3 DB.3.1.2	Extra over Item 3 above for excavation of rock material to spoil	m3	5		
6	DA.8.4	Import suitable G7 Quality fill material from commercial source inclusive of haulage, royalties	m3	15		
7	DA.8.5	Compact soft fill material from site to 90% Mod. A.A.S.H.T.O.	m3	70		
8	DA.8.5	Compact imported G7 Quality fill material to 93% Mod. A.A.S.H.T.O.	m3	15		
9	DA.8.6	Trimming of Embankments	m2	120		
10	DA.8.9	Formation	m2	240		

TOTAL CARRIED TO SECTION 3 SUMMARY: ROADS

R

PART EB GRADED CRUSHED STONE

Item	Clause	Description	Unit	Quantity	Rate	Amount
1	EB.8.1	Import suitable G5 Quality fill material from commercial source inclusive of haulage, royalties	m3	40		
2	EB.8.1	Compact imported G5 Quality fill material to 95% Mod. A.A.S.H.T.O.	m3	40		

TOTAL CARRIED TO SECTION 3 SUMMARY: ROADS

R

PART ED ROAD ASPHALT

Item	Clause	Description	Unit	Quantity	Rate	Amount
1	ED.8.4	30mm Thick SA-S10 Level 1B Asphalt wearing course compacted to 96% marshall	t	11		
2	ED.8.4	Tack Coat (a) Spray Surface using 60% anionic stable grade emulsion @ 0,3l/m2	m2	140		
3	ED.8.4	Prime Coat 0.6litres/m2	m2	140		
4	AA.ED	Saw Cut existing road edge	m	10		
5	ED.8.3.3	Tie In Joints (iii) Feathered Transverse Joints	m	10		

TOTAL CARRIED TO SECTION 3 SUMMARY: ROADS

R

PART EF KERBS AND HAUNCHES

Item	Clause	Description	Unit	Quantity	Rate	Amount
1	EF.8.1	Type F mountable kerb as per drawing no. 38577	m	75		
2	EF.8.1	Type F mountable kerb and channel as per drawing no. 38577	m	60		
3	EF.8.1	Extra over item 1 for curves of radius less than 25 m	m	10		
4	EF.8.1	Extra over item 2 for curves of radius less than 25 m	m	10		

TOTAL CARRIED TO SECTION 3 SUMMARY: ROADS

R

PART F PROTECTION WORKS

Item	Clause	Description	Unit	Quantity	Rate	Amount
1	F.8.1	Imported topsoil : thickness 100 mm	m2	120		
2	F.8.3	Grass planting on banks and verges. Rate to include for supply and lay of Cynodon 'Dactylon' grass, fertilizers, pesticides etc.	m2	120		

TOTAL CARRIED TO SECTION 3 SUMMARY: ROADS

R

PART TA ROAD SIGNS

Item	Clause	Description	Unit	Quantity	Rate	Amount
1	TA.8.1	Supply and erect road sign boards, area not exceeding 2m2	m2	2		
2	TA.8.2	Supply and erect standard 150mm diameter treated gumpole road name sign supports. Rate to include haulage.	no.	2		
3	TA.8.3	Excavate and backfill for road sign supports	m3	1		

Part Continued **PART** TA ROAD SIGNS

Item	Clause	Description	Unit	Quantity	Rate	Amount
4	TA.8.4	Concrete grade 20/19 for road sign footings	m3	1		

TOTAL CARRIED TO SECTION 3 SUMMARY: ROADS

R

PART TB ROAD MARKINGS

Item	Clause	Description	Unit	Quantity	Rate	Amount
1	TB.8.1.1	Painted road lines as per SANS 731 : 100mm wide (white), including setting out and premarking	m	15		
2	TB.8.1.1	Painted road lines as per SANS 731 : 300mm wide (white), including setting out and premarking	m	5		
3	TB.8.1.2	Road Marking for lettering, symbols and traffic islands (white), including setting out lettering, symbols and traffic island markings.	m2	6		

TOTAL CARRIED TO SECTION 3 SUMMARY: ROADS

R

SUMMARY OF BILL OF QUANTITIES

1	PRELIMINARY AND GENERAL		R	_____
	AA PRELIMINARIES	R	_____	
	AB GENERAL SPECIFICATIONS	R	_____	
	AH OCCUPATIONAL HEALTH and SAFETY	R	_____	
2	FOOTPATHS		R	_____
	B SITE CLEARANCE	R	_____	
	C CONCRETE WORK	R	_____	
	DA EARTHWORKS : BULK	R	_____	
	DD EARTHWORKS FOR STRUCTURES	R	_____	
	EF KERBS AND HAUNCHES	R	_____	
	EG SIDEWALKS, FOOTPATHS and MEDIAN AREAS	R	_____	
	F PROTECTION WORKS	R	_____	
3	ROADS		R	_____
	B SITE CLEARANCE	R	_____	
	DA EARTHWORKS : BULK	R	_____	
	EB GRADED CRUSHED STONE	R	_____	
	ED ROAD ASPHALT	R	_____	
	EF KERBS AND HAUNCHES	R	_____	
	F PROTECTION WORKS	R	_____	
	TA ROAD SIGNS	R	_____	
	TB ROAD MARKINGS	R	_____	
SUB TOTAL				R _____
ADD VAT (15%) - (only if a registered VAT Vendor)				R _____
TOTAL CARRIED TO FORM OF TENDER				R _____

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C3.1: PROJECT DESCRIPTION AND SCOPE OF CONTRACT

C3.1.1 Description of Works

a) Employer's Objective

Incremental Services are aimed at addressing service delivery backlogs to Informal Settlements which are not part of the Housing Department's short term (10-15 year) delivery programme. The programme, apart from conventional housing programmes, ensures that communities can immediately be given basic services while awaiting the roll out of formal housing projects.

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 Roads, Footpaths and associated stormwater control infrastructure in a manner that contributes to the eThekweni'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 Roads and Footpaths solution to identified communities not yet satisfactorily provided with such services.

b) Description of the Services

It is envisaged that the scope of works will include the provision of Incremental Services in one (1) informal settlement within the eThekweni Municipality's (Northern Region). This will include the upgrade of roads from gravel to hardened surfaces. The upgrade of roads would be supplemented with the installation of stormwater control measures.

The following should be taken into account and priced into the tendered rates in the Bill of Quantities as no future claim for additional costs and/or loss of profit in this regard will be considered:

1. The construction will take place on occupied residential sites, restricted earthworks operations and all associated safety aspects must be considered. The Contractor shall also allow for restricted access for the use of heavy construction machinery.
2. The Contractor shall be responsible for the maintenance and reinstatements of damages caused by him or his agent/deliveries to the properties, vehicular access roads and right of way.
3. The Council and property owners shall be indemnified against any damages or Claims arising from house damages, the use of any roads and right of way by the Contractor or his agents/deliveries.
4. The Contractor shall take cognisance of the aforementioned items concerning houses, and allow for costs in his tender under the relevant section in the schedule of quantities.

It is a requirement of the contract that a minimum of 15% of the value of the work (excluding contingencies and provisional items) shall be sub-contracted to CPG substantially owned small sub-contractors that are registered on the SCM's CPG database.

c) Extent of Services

The broad extent of the works for this contract will include, but is not limited to, the following:

Type of Works	Description of Works
i) Site Clearance	General clearance including the removal of vegetation, concrete slabs, kerbs etc.
ii) Footpaths	Concrete footpaths and staircases will be constructed as indicated on the contract drawings.
iii) Roadworks	Approximate total length = 60m. Asphalt surfaced roads will be constructed as indicated on the contract drawings.
iv) Protection Works	Construction of 1.0m to 2.0m high dry-stack retaining walls and topsoiling and grassing of banks and verges

d) Co-Operation with other Service Providers

All interaction with various departments such as Water and Sanitation, Electricity, Telkom and Neotel are to run parallel to construction works should any of the above services be affected.

e) Approvals

The contractor is to obtain approval in writing from the Engineer prior to commencing any works that deviate from drawings and/or specifications.

f) Reference Data

The Contractor is to familiarize themselves with the Occupational Health and Safety (OHS) and environmental regulations as well as the EMP's for each settlement.

g) Access to land/buildings/sites

The Contractor's attention is drawn to the fact that newly constructed structures may be encountered upon establishment on site. Should there be any obstructions encountered, the Contractor shall notify the Engineer prior to commencing any further works.

h) Planning and Programming

- **Preliminary Programme**
With reference to PS.1.1 and returnable form 'Preliminary Programme', the Tenderer is required to submit a basic preliminary programme in a Gantt Chart format. This programme shall take cognizance of the scope of works and shall be based on the specified time for achieving practical completion as outlined in Clause 1.1.1.14 of the Contractual Data. Alternate completion times will only be considered if the Tenderer duly indicates the details thereof on returnable form 'Amendments, Qualifications and Alternatives'

- **Construction Programme**

The successful Tenderer shall submit a construction programme, for approval, in terms of the requirements outlined in Clause 5.6 of GCC 2015 within the timeframe specified in Clause 5.3.2 of the Contract Data. Regarding the contents of the programme, specific reference shall be made to Clause 5.6.2 of GCC 2015, and the Contractor shall be responsible for indicating sufficient detail which reflects the sequence and extent of works, specific inspections, all milestones, the critical path, and other pertinent requirements of the scope of work. The construction programme shall be subject to review on a monthly basis or at the discretion of the Employer's Agent and Employer's Agent's representative.

i) Software Application for Programming

For ease of submission and uniformity, it is a requirement that the construction programme shall be prepared in a Gantt Chart format by the successful Tenderer using the Microsoft Project package.

j) Quality Management

The successful tenderer shall implement specific quality control measures to ensure that the works are constructed as per the standard specifications, project specifications and construction drawings. The Quality Management Plan shall be attached to returnable form "Construction Approach, Methodology and Quality Control" and reference shall be made to site control testing, construction supervision, structured monitoring mechanisms such as checklists and other measures/processes that the tenderer deems to be significant. The Engineer will continually assess the quality of works on site and instructions will be provided for non-compliance accordingly.

k) Format of Communications

Each instruction, certificate, submission, proposal, record, acceptance, notification, reply and other communication which this contract requires is to be communicated in a form which can be read, copied and recorded. Writing is to be in the language of this contract, i.e. English.

The contractor is to only receive instructions from the Engineer or the Engineer's representative. Should the contractor undertake any works from an instruction given to him by a third party, he will be solely responsible for any impacts thereof, including costs.

l) Management Meetings

There will be a minimum of one (1) progress meeting per month. The contractor is to ensure that the Contracts Manager and Site Agent are present during this meeting. The CLO will be required to attend all progress meetings. This is over and above all meetings that the Contractor may deem necessary for the execution of the works.

m) Daily Records

It is a requirement that a site diary with all relevant details be maintained on site. This diary must be signed off and agreed to by both the Engineer and Contractor, on a daily basis. These site diaries must accompany the Contractor's monthly payment certificates and payment shall not be processed should this not be complied to.

A suitable format of the site diary will be made available to the successful tenderer, by the Client.

n) Payment Certificates

Payment certificates are to reach the Employer's Agent for verification by the 20th of each month and process/submitted by the 25th of each month. The following items are to accompany each payment certificate, but shall not be limited to the list below:

- Tax Invoice – Tax invoice number, Contract number, Project Description, correctly dated, to include both the Client's and contractor's Tax numbers, physical and postal addresses and to be addressed to Deputy Head, Development Engineering.
- Fully completed FTE's (Client to provide format)
- Summary of supporting agreed measurements for period of claim – to be signed off by both the Contractor and Engineer.
- Updated cashflow reflecting Anticipated and Current expenditure together with mitigation measures if required.
- Updated number of serviced sites reflecting Anticipated and Current fully serviced sites together with mitigating measures.

o) Use of documents by the employer

The Contractor will provide a site instruction book for the Employer's Agent and Employer's Agent's representative to issue instructions to the Contractor. The Site Instruction Book is to be a triplicate book, numbered in numerical order as well as all the Contractor's details on each page and adequate space for signatures.

p) Property provided for the Contractor's use

Where possible, the Employer and/or Engineer will initially identify a proposed location for the Contractor's camp site and storage yard, however, the responsibility lies on the Contractor to liaise with the CLO/Ward Councillor in order to locate a suitable site that is available for occupation. Strict adherence to PS.14 "Site Facilities Available" is to be maintained at all times and the Contractor will be responsible for any transgressions in this regard.

q) Proof of compliance with the law

Audits will be conducted to verify if the Contractor and his staff are compliant with the OHS and Environmental regulations.

C3.1.2 Description of Site and Access

The site is based in eThekwin Municipality's Northern Region within the Kenville area of Ward 34. The scope constitutes earthworks, road layerworks and surfacing, footpaths, retaining walls and associated stormwater infrastructure.

It is envisaged that the scope of works is not limited to the above settlements and may change during the course of the contract.

Ancillary works that may be necessary include the relocation of services i.e., sewer, stormwater, water and electrical.

GPS Co-ordinates

Settlement	Latitude	Longitude
Smithfield Road	29°47'33"S	31°00'11"E

It must be noted that the Employer's Agent will set up a meeting with the Councillor, community and Contractor as an introduction so that the Contractor will have safe access to the site.

C3.1.3 Nature of Ground and Subsoil Conditions

- The existing terrain in Smithfield ranges from flat to steep.
- The Dwellings are densely settled in an informal manner.
- The works will follow the boundaries of the existing houses and structures.
- Due to existing structures and dwellings, there will be constraints to use large machinery and plant.
- The material on site varies in quality, therefore the Contractor must verify the quality of the material prior to the commencement of works.
- The construction site is characterised by unfavourable geotechnical conditions. This includes the presence of excessive rock and highly erodible soil. The Tenderer shall take cognisance of the above conditions and allow for costs in his tender under relevant sections in the schedule of quantities, as no future claim for additional costs and/or loss of profit in this regard will be considered.

C3.2: PROJECT SPECIFICATION

PREAMBLE

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

C3.2.1 GENERAL

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

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

PS.1.1 Preliminary Programme

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

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

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

The Contractor must also take into consideration the 'Builder's Break' into the programming of works. The Contractor must include in his pricing for de-establishment and re-establishment costs.

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

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

The Contractor must also take into consideration the 'Builder's Break' into the programming of works. The Contractor must include in his pricing for de-establishment and re-establishment costs.

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

The Tenderer's attention is drawn to the fact that a number of factors will affect the programming of

and method of carrying out the works. The more important of these are:

1. Time allowances to be made for the ordering of special items.
2. Notification required by service organisations.
3. Any special sequence in which work must be carried out. Must certain areas of work be finished before work commences on others?
4. If delays are anticipated with service relocations, the Contractor should be asked to allow time.
5. Is work required out of normal hours? (e.g. to accesses).
6. Vehicular access to private property is to be maintained.
7. Traffic restrictions.
8. Pedestrian traffic.
9. Encroachment of water and sewer services into road reserve.
10. Limited working space makes construction and delivery of goods to site an issue.
11. Disruption by community as well as Business Forums.
12. Notification required by service organisations and homeowners. Contractors are reminded that they do not have exclusive access to the site.
13. Non-working days must be considered and any work outside normal working days is to be indicated.

Those known, existing services in the area of the works have been depicted on the contract drawings. It is evident, however, that the status of existing service records as far as can be ascertained might not reflect the actual situation in the field. As such, due allowance has been made in the Bill of Quantities for the proving of services where directed by the Engineer.

PS.1.3 Requirements for Accommodation of Traffic

PS.1.3.1 General

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

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

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

PS.1.3.2 Basic Requirements

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

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

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

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

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

PS.1.3.3 Traffic Safety Officer

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

PS.1.3.4 Payment

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

PS.1.3.5 Pedestrian Movement

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

PS.1.3.6 Temporary Reinstatement

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

- (a) if the permanent reinstatement of such road or way is to be carried out by the appropriate authority or by some person other than the contractor (or any subcontractor to him), the contractor shall at his own cost and independently of any requirement of or notice from the Engineer be responsible for the making good of any subsidence or shrinkage or other defect, imperfection or fault in the temporary reinstatement of such road or way, and for the execution of any necessary repair or amendment thereof from whatever cause the necessity arises, until the end of the period of maintenance in respect of works beneath such road or way until the authority or other person as aforesaid shall have taken possession of the site for the purpose of carrying out permanent reinstatement (whichever is the earlier), and shall indemnify and save harmless that Council against and from any damage or injury to the Council or to third parties arising out of or in consequence of any neglect or failure of the Contractor to comply with the foregoing obligations or any of them and against and from all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto.
- (b) where the authority or person as aforesaid shall take possession of the site as aforesaid in sections or lengths, the responsibility of the contractor under paragraph (a) of this sub-clause

shall cease in regard to any such section or length at the time possession thereof is so taken, but shall during the continuance of the said period of maintenance continue in regard to any length of which possession has not been taken and the indemnity given by the contractor under the said paragraph shall be construed and have effect accordingly.

PS.2 SERVICES

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

PS.2.1 Existing Services

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

PS.2.2 Proving Underground Services

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

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

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

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

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

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

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

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

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

The requirements of this clause do not relieve the Contractor of any obligations as detailed in the Conditions of Contract or under Clause 4.17 of SANS 1921-1.

PS.2.3 New Services and Relocation of Existing

This clause shall be read in conjunction with Clause PS.1.

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

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

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

Services affected by the contract are described as follows:

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

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

PS.2.4 Accommodation of Services

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

PS.3 WATERMAINS**PS.3.1 General**

Water mains will not be constructed as part of this contract. The Contractor shall take due care when working in the vicinity of any existing water mains. Extreme care must be exercised when using vibratory compaction equipment in the vicinity of water mains since excessive vibration can easily damage to water mains and cause leaks to occur.

PS.3.2 Water Main Valve Access

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

Whatever method the Contractor chooses to use for this work, the cost of raising the valves from existing level to ultimate level shall be paid only once, irrespective of the number of times the valve is uncovered. Spacer rings required for the height adjustment of valve covers shall be supplied by the Water and Sanitation Unit. Tolerances on valve cover levels shall be as specified in clause PH.6.5. Before final setting in position of valve covers the Contractor shall liaise with the Employer's Agent regarding the direction in which covers shall be placed.

PS.3.3 Restriction on Compactive Equipment

The Contractor is to note that existing watermains traverse the site of the works and special care is to be taken in close proximity to these mains and connections. The existing mains and connections shall be proved on site by the Contractor prior to any construction work commencing in the vicinity of the watermains.

Under no circumstances will heavy road-making equipment, other heavy plant or vibratory compaction equipment be permitted to operate within 800 mm vertically or horizontally of the existing mains or connections. The permissible compaction plant within this restricted area shall be the equivalent of a "Bomag 90" under static compaction, or similar approved plant. When the roadworks are far enough advanced to provide a minimum of 800 mm cover to the existing mains, the above restriction will fall away.

The Contractor is to take cognisance of the above requirements when entering rates in the Bill of Quantities and in the programming of the works. No claim for additional payment based on the inability to use plant as a result of the requirements of this clause will be accepted. The Contractor will be held liable for any costs should the watermain or electrical cables be damaged during construction of the road.

PS.4 SEWERS

Sewers are not to be installed as part of this contract, however depending on the road or footpath profile, existing manholes may have to be lowered. The Contractor shall take due care when working in the vicinity of any existing sewers.

PS.4.1 Blockage of Foul Water Sewers

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

PS.5 STORMWATER

Stormwater infrastructure shall be constructed as part of this contract as outlined by the scope of work and reflected on the construction drawings.

The Contractor shall be liable to ensure that existing stormwater runoff is managed on site using appropriate methods such as, but not limited to, the use of sand bags to divert and control existing runoff.

PS.5.1 Blockage Stormwater Sewers

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

PS.6 ELECTRICAL PLANT**PS.6.1 General**

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

PS.6.2 Street Lighting

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

PS.6.3 Relocation of Existing Services

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

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

No work to Telkom / Neotel Plant is envisaged, but the Tenderers attention is drawn to the fact that Telkom / Neotel copper cables and fibre optic cables may exist in the contract area. Extreme care must therefore be exercised when working near these services, once their approximate positions become known. The Contractor is advised to timeously advise Telkom / Neotel before commencing the abovementioned work.

PS.8 CCTV PLANT

No work to CCTV Plant is envisaged, but the Tenderers attention is drawn to the fact that CCTV cables and fibre optic cables may exist in the contract area. Extreme care must therefore be exercised when working near these services, once their approximate positions become known. The Contractor is advised to timeously advise the relevant stakeholders if any services are encountered prior to proceeding with any works.

PS.9 MANAGEMENT OF THE ENVIRONMENT

The Contractor shall pay special attention to the following:

PS.9.1 Natural Vegetation

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

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

PS.9.2 Fires

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

PS.9.3 Environmental Management Plan

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

PS.10 OCCUPATIONAL HEALTH AND SAFETY**PS.10.1 General Statement**

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

1. The area is also bounded by residential properties.
2. The works will require limited machinery and plant of varying sizes.
3. The manual moving of heavy precast products will be required.
4. The raw asphalt used will be delivered to site at a high temperature, which after processing remains hot for some time.
5. The gradient of the site is fairly steep. Plant and machinery need to be well controlled. Run-off from the site will have to be well managed.

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

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

PS.10.2 Health and Safety Specifications and Plans to be submitted at tender stage**PS.10.2.1 Employer's Health and Safety Specification**

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

PS.10.2.2 Tenderer's Health and Safety Plan

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

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

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

- (i) A proper risk assessment of the works, risk items, work methods and procedures in terms of Regulations 9 to 29;
- (ii) Pro-active identification of potential hazards and unsafe working conditions;
- (iii) Provision of a safe working environment and equipment;
- (iv) Statements of methods to ensure the health and safety of subcontractors, employees and visitors to the site, including safety training in hazards and risk areas (*Regulation 7*);
- (v) Monitoring health and safety on the site of works on a regular basis, and keeping of records and registers as provided for in the Construction Regulations;

- (vi) Details of the Construction Supervisor, the Construction Safety Officers and other competent persons he intends to appoint for the construction works in terms of Regulation 8 and other applicable regulations; and
- (vii) Details of methods to ensure that his Health and Safety Plan is carried out effectively in accordance with the Construction Regulations 2014.

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

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

A generic plan will not be acceptable.

PS.10.3 Cost of compliance with the OHSA Construction Regulations

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

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

PS.11 SURVEY

PS.11.1 Survey for, and Preparation of, 'As Built' Drawings

The Contractor shall submit the following 'As Built' data to the Design Consultant to complete the required 'As Built' Drawings before a Certificate of Completion will be issued:

Roads:

- Road centreline co-ordinates at the beginning and end of horizontal straight sections.
- Road centreline co-ordinates at 10m intervals on all horizontal curves from the beginning to the end of each horizontal curve.
- Edge of road levels, to the left and to the right of the road centreline, at 10m intervals throughout the entire length of all roads, starting from Staked Kilometre Distance 0,000 km to the end of each road.
- At the end of each road, the co-ordinates and levels of the centreline and the left and right edge of the road are required.
- The co-ordinates and levels of all banks at the top and toe of all banks at 10m intervals.

Footpaths:

- Footpath centreline co-ordinates at 10m intervals and at all changes in direction.

Stormwater and Other Services:

- Co-ordinates, invert and cover levels of all stormwater controls that have been modified or constructed as new, during the contract, including but not limited to open lined concrete drains, stormwater catchpits, manholes, kerbs and channels, precast pipe culverts, and other structures.
- Co-ordinates of all other services, e.g. cable duct markers, valve covers, Telkom manholes, etc. that have been either modified or constructed as new, during the contract.

General:

- Notwithstanding the above, the Contractor is to supply to the Design Consultant all other information necessary, to clearly indicate changes/modifications to all construction drawings during the contract period that will be required by the Design Consultant so that they can produce the 'For Record' drawings.
- Each surveyed point shall be suitably coded and identifiable by the Design Consultant and shall be supplied on a CD/DVD, in an ASCII file with the following format:
 - Code[SPACE]XCo-ordinate[SPACE]YCo-ordinate[SPACE]Level[SPACE]Description
- The above information is to be given to an accuracy of three decimal places, and is to be surveyed by a suitably qualified person.

In addition to be above, all 'as-built' information must be provided on a drawing in AutoCAD (DWG) format together with a hard (paper) copy format showing the modifications undertaken during the contract period.

Suitable checks on the accuracy of the information provided may be carried out by the Design Consultant and should any of the information provided be found to be inaccurate or untrue, the Employer reserves the right to withhold payment or to employ the services of an Engineering Surveyor to re-survey all the works listed above, at the Contractor's expense. The Employer shall request a minimum of three quotations from three independent Engineering Surveyors of his choice, and the lowest quotation will be appointed and the cost thereof will be deducted from monies owing to the Contractor.

The 'as built' Data shall be the responsibility of the Contractor and shall be paid for under the item 'Survey for, and preparation of, "as built" drawings' in the Contractors Preliminary and General Costs.

The unit of measurement shall be the (sum) and the rate shall include for all components outlined in this specification.

The Contractor must also forward to the Employer's Agent, a materials 'as built' spreadsheet in a format that is acceptable by the Client.

The completion certificate shall not be issued unless the above information, in totality, has been forwarded to the Employer's Agent.

PS.11.2 Setting Out of Works

The setting out of the works shall be the responsibility of the Contractor and shall be paid for under the item 'setting out' in the Contractor's Preliminary and General Costs.

The unit of measurement shall be (sum) and the rate shall include for the following:

The Contractor shall do the setting out to and beyond the obstructions. Such obstructions shall be reported to the Employer's Agent as soon as possible. No additional payment shall be made for listing and reporting these obstructions and the re-establishment to set out areas that were affected by the obstructions.

PS.11.3 Additional Site Survey

The Employer's Agent may instruct the Contractor to conduct a survey during the course of the contract in order to facilitate re-design due to immovable obstructions, or to facilitate the design of new settlements. The Contractor will be required to submit all survey files in an ASCII format and drawings in a DWG/DXF format.

The unit of measurement shall be (sum) and the rate shall include for the survey as directed by the Employer's Agent and the submission of all hardcopy and electronic files required by the Employer's Agent.

PS.12 SITE FACILITIES AVAILABLE**PS.12.1 Contractor's Camp Site and Depot**

The Contractor's office for this contract shall be, as required, to fulfil his obligations under the contract. The Contractor is responsible to provide a suitable site for his camp and to provide accommodation for his personnel and labourers. If the Employer can make any specific site available to the Contractor, such site will be pointed out to the Contractor.

The proposed position of the camp site/store yard will be pointed out by the Employer's Agent. However, the responsibility lies on the Contractor to liaise with the CLO/Ward Councillor in order to identify a suitable site for occupation. The Contractor must first obtain the written permission of the landowner, and subsequently the Employer's Agent, prior to occupation of the land.

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

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

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

PS.12.2 Accommodation of Employees

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

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

No informal housing or squatting will be allowed.

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

PS.12.3 Power Supply, Water and Other Services

The Contractor shall make his own arrangements concerning the supply of electrical power, water and all other services. No direct payment will be made for the provision of electricity, water and other services. The cost thereof shall be deemed to be included in the rates and amounts tendered for the various items of work, for which these services are required, or in the Contractor's Preliminary and General items, as the case may be.

a) Water for Works:

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

b) Power Supply for Works:

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

PS.13 TESTING**PS.13.1 Process Control**

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

The Contractor may establish his own laboratory on site, or he may employ the services of an independent commercial laboratory. Whatever method is used, the Contractor must submit the results of tests carried out on materials and workmanship when submitting work for acceptance by the Employer's Agent. The costs of these tests shall be deemed to be included in the relevant rates and no additional payment will be made for testing as required.

PS.13.2 Acceptance Control

The process control test results submitted by the Contractor for approval of materials and workmanship may be used by the Employer's Agent for acceptance control. However, before accepting any work, the Employer's Agent may have further control tests carried out by a laboratory of his choice.

PS.13.3 Re-Testing

The Tenderer's attention is drawn to Clause AB.6 where it states that the Contractor is responsible for site control testing to confirm that all related site works are in accordance with the specification.

Acceptance testing is undertaken by the Roads Department at the discretion of the Employer's Agent after reviewing the results of the control testing.

Should the acceptance tests indicate that the work is not to the specification, the cost of any retest by the Employer's Agent shall be to the Contractor's account.

The cost has been determined at **R1 000.00** per set of tests and shall be deducted from any payment due to the Contractor.

PS.14 NOTICE BOARD

The notice board layout and colour scheme shall comply with the detail provided on standard drawing 40137E (Refer to Annexure C.3.6.1).

PS.15 HAULAGE OF MATERIAL

All haulage under this contract will be considered as free haul. The Contractor is to price accordingly in his rates, and no additional payment will be made in this regard.

PS.16 SITE SECURITY

The unit of measurement shall be (Sum) and the rate shall include for the provisions of this clause.

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

The Contractor shall, for the duration of the contract, provide sufficient security and watchmen to adequately ensure the safety and protection of the works, the Contractor's staff, including local labour and subcontractors, and all site plant and construction equipment required for the works.

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

It must be stressed that the process of negotiation will not be deemed as work stoppage.

PS.17 PERFORMANCE MONITORING OF SERVICE PROVIDERS

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

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

NB. Contractors are to be aware that all of the above items that are applicable must be included in their pricing.

C3.3: STANDARD SPECIFICATIONS

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

Part	Description	Date of Issue	
AA	Preliminaries		
AB	General Specifications	July	1992
AH	Occupational Health and Safety		
B	Site Clearance	March	1990
C	Concrete Work	February	1987
DA	Earthworks: Bulk	January	1985
DD	Earthworks for Structures		
EB	Graded Crushed Stone	December	1988
ED	Road Asphalt	July	1992
EF	Kerbs and Haunches	July	1992
EG	Sidewalks, Footpaths and Median Areas	July	1992
F	Protection Works	July	1992
TA	Road Signs	October	1989
TB	Road Markings	October	1989

C3.3.2 AMENDMENTS TO THE STANDARD SPECIFICATIONS

INTRODUCTION

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

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

PS AB	General Specifications
PS C	Concrete Work
PS DA	Earthworks: Bulk
PS ED	Road Asphalt
PS EG	Sidewalks, Footpaths and Median Areas
PS F	Protection Works
PS TA	Road Signs

PS.AB PRELIMINARY AND GENERAL SPECIFICATION**PS.AB.2 Offices for Employer's Agent and Staff**

Replace the existing clause with the following:

An office with the following requirements must be provided for the Employer's Agent:

- i) A desk with minimum dimensions of 1.5m x 0.8m and a high back chair.
- ii) A plug point.
- iii) Air Conditioning.
- iv) A lockable steel filing cabinet.
- v) A whiteboard mounted on the office wall with dimensions of 1.8m x 1.2m.

For site meetings, the Contractor is to prepare a meeting area that accommodates a table and eight chairs.

PS.AB.5 Notice Board

The typical notice board layout is given in Part C3.6.1 The following requirements shall apply with regards to the notice board.

PS.AB.7 Road Deviations and Traffic Control**PS.AB.7.1 Deviations**

Add the following under this section:

- (a) Deviations required by the Contractor shall comply with the requirements of the Employer's Agent. Details shall be submitted to the Employer's Agent for approval at least two weeks in advance of the date on which it is anticipated that work on the deviation will commence.
- (b) On deviations provided in terms of (a) above, the Contractor shall ensure at all times and during all weather conditions that all temporary surfaces that are intended to carry traffic are in fact trafficable with regard to reasonable standards of safety and comfort. No additional payment shall be made to the Contractor in this regard.
- (c) Unless indicated otherwise, where two way traffic conditions exist, traffic shall be accommodated in both directions at all times.
- (d) The Contractor shall ensure that the full width of the road is available for traffic during the peak traffic periods (i.e. 07:00 - 08:30 and 16:00 to 17:30).
- (e) At all times signposting shall be as detailed in the part of this document: "Safety in Road Construction".
- (f) In accordance with the Road Traffic Act, only "new style" yellow/black traffic signs may be used at roadworks, and not the "old style" blue/red traffic signs.

PS.AB.8 De-Establishment and Re-Establishment of Camp Site

The Contractor is responsible for all costs associated with de-establishment and re-establishment of the camp site, as and when approved by the Employer's Agent and all additional costs related to this activity.

The unit of measurement shall be rate only per move and the rate shall include for all costs associated with de-establishment and re-establishment including for the provisions of PS.12 "Site Facilities Available".

PS.C CONCRETE WORKS**PS.C.1 New Sabs Specification for Portland Based Cement**

The new SABS ENV. 197-1 (adopted in 1996) : Cement - composition, specification and conformity criteria Part 1 : Common Cement, replaces SABS 471 - 1979, SABS 626 - 1971 and SABS 831 - 1971 in Clause C.2 of Part C : Concrete Work.

PS.C.2 Portland Blast Furnace Cement (Clause C.3.1)

Portland Blast furnace cement may be used in any part of the works except in sewer pipes and where H.A.C. has been specified. The Contractor's attention is however drawn to the characteristics of concrete made with this material and he shall ensure that no excavations containing such concrete are backfilled or structures loaded until the concrete being covered or loaded has achieved sufficient strength to withstand the imposed loads.

PS.C.3 Plant for Concrete Work

No Hand Mixing of concrete is allowed unless written approval is granted by the Engineers representative. Where the mixing and placing of concrete is concerned, the Contractor shall have at least one standby machine available for each operation of the processes of mixing, hoisting, transporting or placing. No concrete work may be commenced unless the above requirements are fully met.

PS.C.4 Placing of Concrete

No concrete is to be placed in the excavations until this has been approved by the Engineer or his Representative.

PS.C.5 Construction**PS.C.5.11 Placing Of Concrete**

Add the following under this section:

No concrete is to be placed in any excavations until this has been approved by the Employer's Agent or his representative.

PS.C.8 Measurement and Payment

Add the following new clause:

PS.C.8.4 Movement Joints for Footpaths

Movement joints shall be constructed in accordance with the typical details and shall be constructed at 10m centres along the footpath alignment or where directed by the Employer's Agent.

The unit of measure shall be **meter (m)** and the rate shall include for all materials (polysulphide sealant, jointex joint filler etc.), labour, equipment etc.

PS.DA EARTHWORKS: BULK

PS.DA.2 INTERPRETATIONS

The following shall be added to the list of definitions.

Top of earthworks: The top of earthworks shall be defined as the underside of the subbase or selected layers under roads, the base under sidewalks and the underside of the topsoil layer under verges and embankments.

PS.DA.5 Construction

PS.DA.5.2 Excavation of Material from Site

Add the following under this section:

- (a) The material used for fill embankments and for the replacement of unsuitable material shall conform to the definition of "suitable material" as given in clause AB.1.

This will apply to imported fill material as well as to material excavated from site.

- (b) Tenderers are reminded that the rates for excavation of material from site (DA.8.3) and imported fill (DA.8.4) include benching where applicable, and therefore the volume of soil excavated for benching purposes is not included in the earthwork quantities but must be allowed for in the relevant rates.
- (c) The nature of the works may require excavation in restricted conditions. No additional payment shall be made for such excavation and the Tenderer shall therefore make due allowance in the rates for Bulk Earthworks for any additional work or hand excavation.
- (d) For measurement and payment purposes, no allowance will be made for bulking or shrinkage and it shall be assumed that 1 cubic meter of excavated material from the site shall form 1 cubic meter of compacted fill. In the event of there being surplus material encountered on site due to bulking, the Tenderer shall allow in the relevant rates for the material to be spoiled. Similarly, should the material shrink the Tenderer shall allow for the importation of material.

- (e) Blasting shall not be carried out without the previous consent of the Employer's Agent. The consent will not be given where in the opinion of the Employer's Agent blasting may give rise to unnecessary risk of damage to surrounding property, and other means of excavation are available to the Contractor. Where consent to blasting is given, such consent shall in no way relieve the Contractor of any liabilities under the contract. The Contractor shall conform to all Government regulations in regard to blasting, handling and storage of explosives.

(f)

PS.DA.8 Measurement and Payment

Add the following under this section:

PS.DA.8.7 Stockpile Handling

Tenderers are to note that no stockpile handling will be payable on this contract. Cut material suitable for fill, shall be placed directly into fill without being stockpiled. If this is not possible, the Tenderer shall include in the bulk earthworks rates, any costs that he would incur in stockpiling and subsequent rehandling of material.

PS.DA.8.10 Overhaul

Add the following under this section:

Notwithstanding the requirements of Clause DA.8.10 no additional payment shall be made for overhaul.

Add the following new clauses:

PS.DA.12 Trimming, Grading and Compacting of Verge

After completion of the road layers, including the premix surface, and after construction of the necessary kerbs, including the satisfactory backfilling behind the kerb, the sidewalk shall be finished off to the lines and levels shown on the drawings or as directed.

Shortfall material shall be imported and mixed with the existing, reshaped and compacted to levels as directed.

The Contractor shall be responsible for taking the necessary precautions and measures to control the dust nuisance, which may arise due to his operations on the sidewalk, whether from the natural ground surface or topsoil layer, until the Employer's Agent accepts the verge.

PS.ED ROAD ASPHALT

Replace the following Items within Part ED: "Road Asphalt"

PS.ED.1 Scope

This specification covers the manufacture of hot/warm mix asphalt. There are a total of 15 hot/warm asphalt mixes covered in this specification:-

- 9 sand skeleton mixes
 - Designated "Sa"
 - 3 NMAS mix sizes
 - "10", "14" mm and "20" mm
 - For use in :-
 - Standard traffic loading and speed conditions ("S")
 - Heavy traffic loading and speed conditions ("H")
 - Very Heavy traffic loading and speed conditions ("V")
 - Extreme traffic loading and speed conditions ("E")
- 4 SMA (stone skeleton) mixes
 - Designated "SMA"
 - 2 NMAS mix sizes
 - "10" mm and "14" mm
 - For use in :-
 - Very Heavy traffic loading and speed conditions ("V")
 - Extreme traffic loading and speed conditions ("E")
- 2 EME mixes
 - Designated "EME"
 - 2 NMAS mix sizes
 - "14" mm and "20" mm
 - For use in :-
 - Extreme traffic loading and speed conditions ("E")

(A "Sa-H14" mix is thus a Sand Skeleton mix of Nominal Maximum Aggregate Size 14.0mm to be used in Heavy traffic loading and speed conditions. A description of every mix required can be found in Table 5).

Reference to the following standard specifications, guideline documents and codes of practice (Table 1) shall be deemed to be references to the latest issues of the relevant documents:-

SANS 9001	Quality management systems – Requirements
SANS 4001-BT1	Penetration grade bitumen
SANS 4001-BT3	Anionic bitumen road emulsions
SANS 4001-BT4	Cationic bitumen road emulsions
SANS 1083	Aggregates from natural sources
SANS 824	Lime for soil stabilization
SANS 50197-1	Cement – Part 1:Composition, specification and conformity criteria for common cements
SANS 1491:Part 1	Portland cement extenders - Part 1:Ground granulated blast-furnace slag
SANS 1491:Part 2	Portland cement extenders - Part 2:Fly ash
Act 85 of 1993	Occupational health and safety act
Act 39 of 2004	National environmental management : Air quality act
Sabita Manual 5	Guidelines for the manufacture and construction of hot mix asphalt
Sabita Manual 27	Guidelines for thin hot mix asphalt wearing courses on residential streets
Sabita Manual 32	Best practice guideline for warm mix asphalt
Sabita Manual 33	Interim design procedure for high modulus asphalt
Sabita Manual 35	Design and use of asphalt in road pavements
Sabita TG1	The use of modified bituminous binder in road construction
TRH 21	Hot mix recycled asphalt

Table 1 Reference and Standard Specifications**PS.ED.3 Materials****PS.ED.3.2 Bituminous Binder**

Binder selection shall be guided by both the asphalt mix requirements outlined in section 4 and the South African PG Binder Classification System.

Straight run bituminous binders shall conform to SANS 4001-BT1 and shall be selected from penetration grades 10/20, 15/25, 35/50 or 50/70.

Modified binders shall be selected from A-E1, A-E2, A-P1 A-H1 or A-H2 and shall comply with the requirements of Tables 7 and 9 respectively from the Sabita Technical Guideline TG1.

The binder penetration grade, the type of modifier used (as applicable) and the SA PG Binder Classification shall be indicated in the mix design report.

PS.ED.3.3 Coarse Aggregate

Coarse aggregate shall comprise single sized, clean, unweathered material and shall be free from organic matter and other deleterious substances. The aggregate shall conform to the requirements of Table 2 "Aggregate Quality Requirements". The grading and dust content of the aggregate shall comply with the requirements of Table 4302/8 of the COLTO Standard Specifications for Road and Bridge Works for State Road Authorities (1998).

PS.ED.3.4 Fine Aggregate

Fine aggregate shall consist of the mineral matter passing the 5,00 mm sieve and retained on the 0,075 mm sieve and shall consist predominantly of freshly crushed aggregate or clean, natural hard sand. Fine aggregate shall conform to the requirements of Table 2 "Aggregate Quality Requirements". Material derived from the mechanical crushing or milling of rock shall be well graded between 5.0mm and 0.075mm. The grading and dust content of material derived from the natural disintegration of rock shall comply with the requirements of SANS 1083 Table 1 (Column 2). The use of natural sands is limited or prohibited in certain asphalt mixes. These limitations are quantified under section 3.2.5 "Aggregate Blends".

PS.ED.3.5 Filler

Filler shall comprise the material predominantly passing the 0.075 mm sieve and shall consist of either inert material (crushed rock fines) or an approved active filler or a combination thereof.

Active filler shall consist of either milled blast furnace slag, hydrated lime, portland cement, fly-ash or a combination of these materials. Active fillers shall conform to the relevant SANS specification for the particular material. Filler shall also conform to the requirements of Table 2 "Aggregate Quality Requirements".

The permissible active filler content in any asphalt mix shall be no more than 2% by mass of mix aggregates.

PS.ED.3.7 Reclaimed Asphalt

Fragments of asphalt obtained from the road or from stockpiles of discarded asphalt may be used in the manufacture of asphalt mixes. Reclaimed asphalt (RA) shall be characterized and processed in accordance with the recommendations set out in TRH 21 "Hot mix recycled asphalt".

The RA content of asphalt mixes shall be limited as noted in Table 3.

Mix Type	Maximum RA Content
Sand Skeleton Mixes	50%
SMA	0%
EME	20%

Table 3 Permissible RA Content

PS.ED.3.8 Aggregate Blends

Aggregates shall be blended in such a manner so as to produce an asphalt mix conforming to the requirements of each particular mix type and nominal maximum particle size. The required aggregate blending will be achieved through the mix design process.

A. Sand Skeleton Mixes

Aggregate gradings are required for 3 nominal maximum particle size (NMPS) mixes (ie. 10mm, 14mm and 20mm). The aggregate grading for these mixes shall be guided by the control points

in Table 4.

Sieve Size (mm)	Percent Passing					
	Nominal Maximum Particle Size (NMPS)					
	10mm		14mm		20mm	
	Min.	Min.	Min.	Max.	Min.	Max.
37.5						
28					100	
20			100		80	100
14	100		80	100		85
10	80	100		85		
7.1		85				
5						
2	32	67	28	58	23	49
1						
0.6						
0.3						
0.15						
0.075	2	10	2	10	2	8

Table 4 Sand Skeleton Asphalt Mix Grading Control Points

A maximum of 10% natural sand (by mass of mix aggregates) may be used in sand skeleton mix types Sa-H, Sa-V and Sa-E.

The reclaimed asphalt (RA) content of sand skeleton mixes shall be limited to 50% maximum as noted in Table 3.

B. Stone Mastic Asphalt (SMA) Mixes

Stone Mastic Asphalt is a stone skeleton mix type. The aggregate grading for SMA mixes shall be guided by the requirement that the stone skeleton coarse aggregate structure is not dilated by the mastic in the voids of the stone skeleton structure. The use of “natural” sand shall not be permitted in SMA mixes.

The use of reclaimed asphalt (RA) shall not be permitted in SMA mixes.

SMA grading blends are required for two SMA NMPS mixes :-

- 10mm
- 14mm

C. Enrobé à Module Élevé (EME) Mixes

EME aggregate gradings shall be guided by the requirements outlined in Sabita Manual 33 “Interim design procedure for high modulus asphalt”.

The use of “natural” sand shall not be permitted in EME mixes.

The reclaimed asphalt (RA) content of EME mixes shall be limited to 20% maximum as noted in Table 3.

EME grading blends are required for two EME NMPS mixes :-

- 14mm
- 20mm

D. Warm Mix Asphalt Technologies/Additives

Warm Mix Asphalt (WMA) technologies/additives shall conform to the appropriate requirements outlined in SABITA Manual 32 “Best practice guideline for warm mix asphalt” and shall be approved prior to use. The contractor shall provide the Roads Provision Department with the name and type of technology/additive to be used together with any other technical information pertinent to its use in the asphalt mix.

Aggregate Property		Coarse Aggregate		Fine Aggregate (Crushed Rock)	Fine Aggregate (Natural Sand) ¹	Combined Total Fine Aggregate	Inert Filler	Active Filler
Parent Material		Clean unweathered crushed rock		Clean unweathered crushed rock	Clean natural fines not obtained from crushed parent rock	-	Unweathered rock dust	Approved commercial non-plastic material
		Sand Skeleton Mixes (Sa, EME)	Stone Skeleton Mixes (SMA)					
Grading		COLTO Standard Specifications for Road and Bridge Works for State Road Authorities (1998) Table 4302/8		Well graded between 5.0mm and 0.075mm sieves	SANS 1083 Table 1 (Column 2)	Passing 5.0mm sieve	$P_{0.075} > 75\%$	$P_{0.075} > 75\%$
ACV (%) (max.)		25	21	25 (Parent rock)	-	-	-	-
10% FACT (Dry) (Min.)		160 kN	210 kN	-	-	-	-	-
10%FACT (Wet) (Min.)		75% of 10% FACT (Dry) Value	75% of 10% FACT (Dry) Value	-	-	-	-	-
Flakiness Index (Max.)	20mm & 14mm Aggregate	25		-	-	-	-	-
	10mm & 7.1mm Aggregate	30		-	-	-	-	-
	SMA Mixes	20		-	-	-	-	-
Polished Stone Value (Min.)		50		-	-	-	-	-
Water Absorption (%) (Max.)		1.0		1.5	1.5	1.5	-	-
Sand Equivalent (%) (Min.)		-		40	River	Pit	50	-
					80	50		-
Methylene Blue Adsorption Value (Max.)		-		0.7	0.7	0.7	-	-
Permissible Content (% by Mass of Mix Aggregates)		-		-	0 - 10	-	-	0 – 2

1. Natural sand is not permitted in SMA mixes.

Table 2 Aggregate Quality Requirements

PS.ED.4 Plant**PS.ED.4.1 Mixing Plant**

Asphalt shall be manufactured through a batch-mixing or drum-mixing plant (approved by the Roads Provision Department) such that the requirements of this specification can be met in full. The plant shall be operated and kept in a well maintained condition as directed by the Quality Management System. Records of such maintenance shall be made available on request.

All cold aggregates shall be stockpiled in a manner that precludes the possibility of aggregate contamination. At the very least aggregate stockpiles shall be physically separated on concrete slabs. Undue wetting/saturation of (particularly fine) aggregates shall also be prevented through covering (particularly fine) aggregate stockpiles with reinforced waterproof covers at all times when mixing is not in progress. Natural sand aggregates shall be pre-screened through a 13 mm screen before being fed into the cold feed hoppers.

Sufficient binder storage tanks shall be provided to ensure that adequate reserves are maintained for each binder type held without risk of contamination of binders. Binder storage tanks shall be heated in such a manner that the binder is not degraded during heating. The tanks shall also incorporate a circulating system for the binder.

The plant control panel shall enable the plant operator to have simultaneous view of the critical components of the plant inclusive of :-

- Binder storage temperature
- Cold hopper feed settings
- Hot aggregate bin masses (as appropriate)
- Binder feed rate
- Plant speed (as appropriate)
- Mixing temperature

The plant and its operation shall also conform to the requirements of the following legislation:-

- Occupational Health and Safety Act
- National Environmental Management : Air Quality Act

PS.ED.4.4 Quality Control

The quality of mix produced shall be monitored as directed in the contractor's Quality Management System. The asphalt mix constituents (i.e. binder and aggregates), and the asphalt mix produced shall be checked for compliance and consistency on a regular bases through routine process control testing. The results of such testing shall be available for review by the Roads Provision Department at all times.

A. Quality Management System

The Quality Management System (QMS) should include documentation outlining the asphalt mix design process, the annual mix review process and processes pertaining to delivery of the asphalt mix.

The QMS shall also include any agreed frequency of split sampling of either raw mix

constituents or asphalt mixes (prepared as agreed) with the Roads Provision Department. Such samples are to be delivered to the eThekweni Municipality's Bitumen and Asphalt Laboratory located at the Roads Provision Asphalt Plant in uMhlathuzana Road. All samples shall be adequately and uniquely labeled so that the location of any related mix is readily traceable.

The QMS shall also document the processes to be followed whenever a deviation from specifications is identified. The Contractor shall provide full rectification of any work undertaken with such asphalt mix or materials.

Where applicable, testing is to be conducted using the SANS 3001 series of test methods.

The plant laboratory should be SANAS accredited for the tests undertaken. However, should the laboratory not be SANAS accredited, the Roads Provision Department will need to approve the laboratory for any test result to be considered valid.

In line with these processes, the QMS should include as a minimum per mix design, the material characterisation tests included in Table 21.

Quality Control Tests			Minimum Test Frequency
Binder	Penetration		Every batch delivered
	Softening Point		Every batch delivered
	SA PG Binder Classification		1 per 6 months
Aggregate	Coarse Aggregate	Aggregate Grading	Every batch delivered
		Flakiness Index (Max.)	1 per month
		Aggregates BRD, ARD and Water Absorption	1 per month
		ACV, 10%FACT	1 per month
		Polished Stone Value (Coarse Aggregates)	1 every year per stone type and source
	Fine Aggregate	Aggregate Grading	Every batch delivered
		Aggregates BRD, ARD and Water Absorption	1 per month
		Sand Equivalent (Fine Aggregates)	Every batch delivered
		Methylene Blue Adsorption Value	1 per month
Asphalt Mix	Temperature of Mix	In the truck at the exit weighbridge	Every load
		In the truck at the point of delivery	Every load
	Bitumen Content		1 test per 200 tons of output or part thereof per day
	Extracted Mix Aggregate Grading Analysis		1 test per 200 tons of output or part thereof per day
	Voids Analysis (Bulk Relative Density and Maximum Theoretical Relative Density)		1 test per 200 tons of output or part thereof per day

Table 21 Test Frequencies**B. Process Control**

The mix temperature of the mix taken in the truck at the exit to the plant shall not exceed the value stated in the mix design. Furthermore, the temperature of the mix taken in the truck on delivery shall not be less than the value stated in the mix design.

Quality checks on mix production will be based on the Job Mix Formula (JMF) for the approved mix design. Tolerances on variation from the JMF are given in Table 22.

			Permissible Deviation from JMF (%)	
			Individual Results	Average of 3 Consecutive Results
Aggregate Fraction Grading	Sieve Size (mm)	28	± 5.0	± 3.0
		20	± 5.0	± 3.0
		14	± 5.0	± 3.0
		10	± 5.0	± 3.0
		7.1	± 5.0	± 3.0
		5	± 4.0	± 2.5
		2	± 4.0	± 2.5
		1	± 4.0	± 2.5
		0.6	± 4.0	± 2.5
		0.3	± 3.0	± 2.0
		0.15	± 2.0	± 1.5
		0.075	± 1.0	± 1.0
		Voids in the Mix (@ design compaction)		± 1.5
Binder Content		± 0.3	± 0.2	

Table 22 Mix Production Property Limits

All process control testing undertaken by the contractor shall be signed off by the responsible person identified in the QMS and shall be made available to the Roads Provision Department.

- All process control test results shall be referenced back to the unique Mix Design reference number.
- Mix extraction gradings shall be made available within 48 hours of the asphalt being manufactured.
- Binder content and void content shall be made available by 08:00am on the day following manufacture of the asphalt.

Should the test results not be provided as required or should the results fall outside the applicable specifications, the Roads Provision Department reserves the right to suspend any supply until the results are produced and the mix is accepted.

The Contractor shall be responsible for rectification of any work completed (or partially completed) with asphalt mix that does not meet the specification to the satisfaction of the Roads Provision Department. The processes related to the rectification of such work shall be outlined in the QMS.

C. Acceptance Testing

After reviewing the results of the process control testing, the Roads Provision Department may elect to conduct their own testing of the binder, aggregates or asphalt mix produced. A copy of test results will be submitted to the Contractor as soon as they are available.

Should the acceptance tests indicate that the mix (or any part thereof) is not to specification, the cost of any re-test by the Council shall be to the Contractor's account and shall be deducted

from any payments owed to the Contractor.

D. On Site Mix Problems

The contractor shall also make himself available on site should the workability and compaction of the mix during the paving/laying operation be problematic in order to assist in troubleshooting the cause of such problems. If the root cause of the problem is related to the asphalt mix design, the contractor shall re-evaluate his mix design to correct such issues and re-submit his mix design for approval.

PS.ED.5 Construction

PS.ED.5.1 Asphalt Mix Requirements

There are a total of 15 mixes required:-

- 9 sand skeleton mixes (i.e. continuously graded mixes)
- 4 SMA (stone skeleton) mixes
- 2 EME mixes

The required asphalt mixes are depicted in Table 5. However, traffic condition risk profiles require additional higher levels of design for particular mixes (Table 6).

<u>Sand Skeleton Mixes (Sa)</u>		Nominal Maximum Particle Size		
Traffic Condition Category		10.0	14.0	20.0
S	Standard Conditions	Sa-S10	Sa-S14	
H	Heavy Conditions	Sa-H10	Sa-H14	Sa-H20
V	Very Heavy Conditions		Sa-V14	Sa-V20
E	Extreme Conditions		Sa-E14	Sa-E20
Design Level	Mix Types			
Level I	Sa-S10, Sa-S14			
Level II	Sa-H10, Sa-H14, Sa-H20, Sa-V14, Sa-V20			
Level III	Sa-E14, Sa-E20			

<u>Stone Mastic Asphalt (SMA)</u>		Nominal Maximum Particle Size		
Traffic Condition Category		10.0	14.0	20.0
S	Standard Conditions			
H	Heavy Conditions			
V	Very Heavy Conditions	SMA-V10	SMA-V14	
E	Extreme Conditions	SMA-E10	SMA-E14	

<u>Enrobé à Module Élevé (EME)</u>		Nominal Maximum Particle Size		
Traffic Condition Category		10.0	14.0	20.0
S	Standard Conditions			
H	Heavy Conditions			
V	Very Heavy Conditions			

E	Extreme Conditions		EME-E14	EME-E20
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Table 5 Asphalt Mix Requirements

Traffic Volume (million E80's)	Traffic Condition Category		
	Traffic Speed (km/h)		
	< 20	20 - 70	> 70
< 3	H	S	S
3 to 10	V	H	H
10 to 30	E	V	V
> 30	E	E	E

Table 6 Traffic Condition Risk Profiles

The typical use of various mix types and mix NMPS is portrayed in Table 7.

Asphalt Mix Use			Mix Type
Mix Nominal Maximum Particle Size (NMPS)			
10.0	14.0	20.0	
Patching/ Handwork			Sa
Wearing Course (Paved)			Sa, SMA
	Base Course (Paved)		Sa, EME

Table 7 Typical Mix Use

PS.ED.5.8 Asphalt Mix Design

Asphalt mix designs are required for every mix supplied. Mix designs for each mix type are to be conducted in accordance with the guidelines noted in Table 8.

Sand Skeleton Mixes	Sabita Manual 35	Design and use of asphalt in road pavements
Stone Mastic Asphalt (SMA)	Sabita Manual 35	Design and use of asphalt in road pavements (Appendix B)
Enrobé à Module Élevé (EME)	Sabita Manual 33	Interim design procedure for high modulus asphalt

Table 8 Asphalt Mix Design Guideline Documents

The mix design process shall consist of a laboratory design, a plant trial and (if required) a paved trial. Once satisfied that the laboratory design and plant and paved trials meet the specified mix requirements, the contractor is to document the final mix parameters (i.e. the Job Mix Formula (JMF)). These parameters will be used for production quality control and acceptance purposes (see Table 9).

Grading
Voids in the Mix (@ design compaction)
Binder Content

Table 9 Mix Parameters for the Job Mix Formula

The contractor shall also include the following “mix characteristics” as a part of his mix design submission :-

- A unique identification number for every mix design
- The binder storage constraints (e.g. maximum storage times, etc.)
- The type of modifier used and the modified binder characteristics to TG1 (if applicable)
- Binder classification in terms of the SA PG Binder Classification System
- Whether the asphalt mix is using a Warm Mix Asphalt technology/additive. The contractor shall comment on any modifications to the “standard” mix design process consequential to the use of the Warm Mix Asphalt technology/additive.
- The maximum mix temperature in the truck at the exit from the plant (in line with industry norms)
- The minimum mix temperature in the truck on delivery (in line with industry norms)
- The minimum recommended mix temperature for compaction of the mix on site (in line with industry norms)
- Comment on any asphalt mix characteristics that should be brought to the attention of the asphalt paving/laying team on site (e.g. EME asphalt mix longitudinal joint construction)

Should substantial changes to material types and properties occur, the asphalt mix designs for affected mixes shall be reviewed and where necessary re-constituted and re-submitted for approval.

PS.ED.5.8.1 Sand Skeleton Mixes

Designs of sand skeleton asphalt mixes are to be conducted in accordance with the guidelines set out in Sabita Manual 35 “Design and use of asphalt in road pavements”. Designs are to be conducted in accordance with the appropriate level (i.e. I, II and III) as indicated in Table 5.

A. Level I Design

The Level I design is aimed primarily at verification of the mix volumetrics. However, a Level I design is a pre-requisite for the Level II and III designs.

Asphalt mixes shall achieve the volumetric criteria noted in Table 11 at the compaction effort noted in Table 10 (or Tables 14 or 17 as applicable) with a design air void content of 4%.

Traffic Condition Category	Marshall	Gyratory
	SANS 3001 AS1	AASHTO T 312
	No. Blows	N _{design}
Standard (S)	75+45	75

Table 10 Volumetric Compaction Requirements (Level I)

	NMPS		
	10	14	20
VMA (min.)	15	14	13
VFB	65 - 75	65 - 75	65 - 75

Table 11 Mix Design Requirements (Level I)

Asphalt mixes designed at Level I shall meet the requirements for the empirical performance tests noted in Table 12.

Test	Requirement	Test Method
Modified Lottman (TSR)	0.8 min.	ASTM D 4867 M
Indirect tensile strength (@ 25°C)	900 kPa - 1 650 kPa	ASTM D 6931-07
Dynamic creep (@ 40°C)	10 MPa min.	CSIR RMT 004
Water permeability	0.1mm/s - 4 mm/s	EN 12697-19
Air Permeability (@ 7% Voids) ($\times 10^{-8}\text{cm}^2$)	1.0 max.	TRH 8 App C
Marshall Stability, Flow and Quotient	Report	SANS 3001-AS2

Table 12 Empirical Performance Tests (Level I)**A1. Particular Mix Requirements – Mix Sa-S10**

Mix Sa-S10 is to be utilized for lightly trafficked residential streets and patching (handwork). Due attention should be paid to the recommendations of Sabita Manual 27 “Guidelines for thin hot mix asphalt wearing courses on residential streets “ in the design of mix “Sa-S10”. The additional mix characteristics noted in Table 13 are also required.

	NMPS
	10
Filler/Binder Ratio (Max.)	1.3
Binder Film Thickness (Min.)	7.5

Table 13 Mix Design Requirements**B. Level II Design**

The compaction requirements for the Level I design as a precursor to the Level II performance design shall be as noted in Table 14. The design air void content shall be 4%.

Traffic Condition Category	Marshall	Gyratory
	SANS 3001 AS1	AASHTO T 312
	No. Blows	N _{design}
Heavy (H) & Very Heavy (V)	-	100

Table 14 Volumetrics Compaction Requirements (Level II)

In addition to meeting the mix requirements outlined in the Level I design, the mix design at Level II shall meet the performance characteristics noted in Tables 15 and 16.

Property	Test conditions	Specification	Test method
Workability	Superpave gyratory compactor - air voids after 25 gyrations (max.)	7%	ASTM D 6925
Durability	Modified Lottman test conditions (min.)	0.8	ASTM D 4867M

Stiffness/(dynamic modulus)	Dynamic modulus @ 20°C Loading frequencies of 0.1, 0.5, 1, 5, 10, 25 Hz	Report	AASHTO TP 79
Permanent deformation	HWTT at relevant number of passes	See Table 16	AASHTO T 324
Fatigue	Four-point beam fatigue test @ 10°C, 10Hz to 50% stiffness reduction Strain levels 200, 400, 600µε	Report	AASHTO T 321

Table 15 Performance Tests (Level II)

Temperature Zone	6mm Rut	Stripping Point
	No. of Passes (Min.)	
PG 58 Zone	16 000	10 000
PG 64 Zone	20 000	10 000

Table 16 Hamburg Wheel Tracking Test Specifications**C. Level III Design**

The compaction requirements for the Level I design as a precursor to the Level III performance design shall be as noted in Table 17. The design air void content shall be 4%.

Traffic Condition Category	Marshall	Gyratory
	SANS 3001 AS1	AASHTO T 312
	No. Blows	N _{design}
Extreme (E)	-	125

Table 17 Volumetrics Compaction Requirements (Level III)

In addition to meeting the mix requirements outlined in the Level I design, the mix design at Level III shall meet the performance characteristics noted in Tables 15 and 16 with the additional test temperatures for Stiffness and Fatigue as indicated in Table 18.

Property	Test conditions	Specification	Test method
Stiffness (dynamic modulus)	Dynamic modulus @ -5, 5, 20, 40, 55°C Loading frequencies of 0.1, 0.5, 1, 5, 10, 25 Hz	Report	AASHTO TP 79
Fatigue	Four-point beam fatigue test @ 5, 10 and 20°C, 10Hz to 50% stiffness reduction Strain levels 200, 400, 600µε	Report	AASHTO T 321

Table 18 Additional Temperatures for Stiffness and Fatigue Tests (Level III)**PS.ED.5.8.2 Stone Mastic Asphalt Mixes**

Stone Mastic Asphalt (SMA) mix designs are to be conducted in accordance with the guidelines set out in Sabita Manual 35 “Design and use of asphalt in road pavements – Appendix B”.

SMA mixes are required for two NMPS:-

- 10mm
- 14mm

The mix design should ensure that the fine aggregate mortar should not induce dilation of the coarse aggregate stone skeleton mix after compaction on site thereby ensuring coarse aggregate interlock. Coarse aggregate for both NMPS will be defined as all material retained on the 5mm sieve.

The stability of the fine aggregate mortar will require enhancement with either cellulose fibre or through modification of the binder or both.

The compacted mix should form an impervious surfacing meeting the water permeability and air permeability requirements noted in Table 12.

The SMA mix shall also conform to the requirements in Table 19.

Design Air Void Content (%)	4.0
Bitumen Content (Min.)	6.0
Voids in Mineral Aggregate (VMA) (Min.)	17
Modified Lottman (TSR) (Min.)	0.7
Schellenberg Drainage Test (%) (Max.)	0.3
VCA_{mix}^1 (%)	$< VCA_{drc}^2$

Note 1. VCA_{mix} is the voids in coarse aggregate (>5mm) of the compacted mix.

Note 2. VCA_{drc} is the voids in coarse aggregate (>5mm) of the dry rodded coarse aggregate.

Table 19 SMA Mix Specifications

SMA type “V” and “E” mixes shall be subjected to and shall conform with the performance test requirements noted in Table 15. SMA type “E” mixes shall be subjected to the additional temperature test requirements noted in Table 18.

The SMA-E10 and SMA-E14 mixes shall conform to the Dynamic Modulus and Fatigue testing requirements noted in Table 20 (EME Performance Criteria).

A mix design is required for each SMA mix. The mix design document should clearly document the process followed to meet the desired SMA characteristics.

PS.ED.5.8.3 Enrobé à Module Élevé (EME) Asphalt Mixes

EME mix design are to be conducted in accordance with the guidelines set out in Sabita Manual 33 “Interim design procedure for high modulus asphalt”.

EME mixes are required for two NMPS:-

- 14mm
- 20mm

Performance criteria should conform to the requirements for a Class 2 EME as depicted in Table 20.

Property	Test	Method	Requirement (Class 2)
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Workability ¹	Gyratory compactor (angle 1.25°), air voids after 45 gyrations	ASTM D6926	≤ 6%
Durability	Modified Lottmann, TSR	ASTM D4867	≥ 0.80
Resistance to permanent deformation	RSST-CH, 55°C, 5000 reps	ASTM T320	≤ 1.1% strain
Dynamic Modulus	Dynamic modulus at 10 Hz, 15°C	ASTM TP62	> 16 GPa
Fatigue	Beam fatigue test at 10 Hz, 10°C, to 50% stiffness reduction Strain levels 200, 400, 600µε	ASTM T321	≥ 1x10 ⁶ reps @ 260 µε

Table 20 EME Performance Criteria

EME type “E” mixes shall further be subjected to and shall conform with the performance test requirements for Stiffness (dynamic modulus), Permanent Deformation and Fatigue noted in Table 15 with the additional temperature test requirements noted in Table 18.

A mix design is required for each EME mix. The mix design document should clearly document the process followed to meet the desired EME characteristics.

PS.ED.5.8.4 Warm Mix Asphalt

Should a Warm Mix Asphalt be used in the mix, the mix design shall incorporate the use of such a technology/additive in the mix design process. Any consequential deviations from the guidelines set out in Sabita Manual 35 “Design and use of asphalt in road pavements – Appendix B”, Sabita Manual 33 “Interim design procedure for high modulus asphalt” or standard industry practice shall be brought to the attention of the Roads Provision Department and shall be documented in the mix design report.

PS.ED.5.8.5 Mix Design Approval

No mixes may be supplied without approval of the mix design by the Senior Manager : Pavement & Geotechnical Engineering, Roads Provision Department.

The contractor shall label every mix design with a unique identification number to facilitate traceability of mixes using the mix design.

PS.ED.5.8.6 Mix Design Approval Process

The contractor shall submit his proposed mix design to the Roads Provision Department for acceptance of the mix design at least 2 weeks prior to initial supply of any particular mix. Upon request by the Roads Provision Department, the contractor shall also supply samples of raw materials. The minimum sample sizes shall be 50 kg for each aggregate type/size and 5 litres of bitumen/binder. The contractor shall also supply any other relevant information as may be requested.

Once satisfied with the content of the mix design, the Senior Manager : Pavement & Geotechnical Engineering (or his nominee) will give signed approval for the mix.

PS.ED.5.8.7 Mix Design Review

Every mix design is to be reviewed at least annually. The review should include verification of the asphalt mix through testing of at least the following characteristics:-

- Binder compliance with SANS 4001-BT1
- Modified binder compliance with TG1
- Binder classification in terms of the SA PG Binder Classification System
- Aggregate and filler compliance with Table 2
- Aggregate BRD, ARD and water absorption
- Mix BRD (@ N_{design}) and MTRD
- Particular mix type characteristics
 - Sand skeleton mixes
 - Level I design mix volumetric and performance characteristics
 - All requirements in Tables 11, 12 and 13 (as applicable) at the appropriate compaction (Table 10 for Level I designs and Table 14 for Level II and III designs).
 - Level II design mix performance characteristics (Table 15)
 - Workability
 - Durability
 - Level III design mix performance characteristics (Table 15)
 - Workability
 - Durability
 - SMA mixes
 - All requirements in Table 19
 - SMA mix performance characteristics (Table 15)
 - Durability
 - EME mixes
 - Mix performance characteristics (Table 20)
 - Workability
 - Durability

Should the binder, aggregate or mix characteristics of any particular mix differ significantly from the characteristics obtained in the initial mix design, then the mix shall be re-designed to meet the relevant volumetric and performance characteristics. In the event of a dispute over the significance of a particular characteristic, the contractor shall undertake the appropriate performance test to prove compliance with the specification.

PS.ED.8 Measurement and Payment

PS.ED.8.2 Asphalt Wearing Course

Replace the existing clause with the following:

The unit of measurement shall be tons (t) and the rate shall cover all amendments outlined in PS.ED1, PS.ED3, PS.ED4 and PS.ED5 as well as the remaining standard specifications that form part of Part ED. The rate shall include for all materials, storage, handling, mixing, transporting, sweeping the previous surface where necessary, spreading, jointing, compacting, protection to adjacent concrete kerbing, paving and testing other than those tests carried out by the Engineer in accordance with the specification.

Add the following new clause:

PS.ED.8.5 Prime Coat

The prime coat shall consist of MC-30 bitumen. No prime coat shall be applied during foggy or rainy weather or when, in the opinion of the Engineer, the wind strength is sufficient to interfere with the spray work. The surface of the base shall be cleaned and approval shall be obtained before any further work is done. A light sprinkling of water may be applied to assist penetration of the prime but care shall be taken to avoid saturating the base or subbase, and causing free water to appear on the surface.

The unit of measurement shall be square metre (m²) and the rate shall include for the provisions of this clause with an application rate of 0.6ℓ/m².

EG SIDEWALKS, FOOTPATHS AND MEDIAN AREAS**PS.EG.8.7 Precast Steps**

Where indicated on the construction drawings, precast concrete steps (Fig.1 Kerbing) 1.0m wide x 0.3m tread x 0.175m high shall be constructed as part of the footpaths on a 75mm concrete base (20MPa/13mm). Refer to EtheKwini Standard drawing 38581.

The unit of measurement shall be number (No.) and the rate shall include all plant, labour, materials for the construction of the steps.

Add the following new clause:

PS.EG.8.8 Handrails

Handrails shall be constructed where indicated on the footpath longitudinal sections and shall be fully compliant with EtheKwini Standard drawing 38581.

The unit of measurement shall be metre (m) and the rate shall include for the supply and the installation of the 50mmø galvanised iron handrails including all plant, equipment and labour.

Add the following new clause:

PS.EG.8.9 Precast Handrail Posts for Footpaths

Precast concrete handrail posts (30MPa/13mm) shall be constructed as indicated on EtheKwini Standard drawing 38581. The height of the post shall be 1.3m and it shall be reinforced with galvanized R10 bars.

The unit of measurement shall be number (No.) and the rate shall include for the supply and installation of the posts including all plant, equipment, labour etc.

Add the following new clause:

PS.EG.8.10 Bollards

Where indicated on the layout drawings or at the discretion of the Engineer during construction, precast concrete bollards shall be installed on footpaths. The bollard shall be fully compliant with drawings issued..

The unit of measurement shall be number (No.) and the rate shall include for the supply of all materials and the installation of the bollard including all plant, equipment and labour. The concrete base is measured elsewhere

Dry-stack Retaining Blocks

Add the following new clause:

Due to the numerous proprietary brands of gravity earth retaining systems, each with their particular design parameters, this office has provided the design based on retaining blocks which have the following technical requirements:-

- a) The blocks shall be cast in concrete with a minimum 28 days cube strength of 20 MPa. All aggregates and the concrete in general, shall conform to the requirements of Part C: Concrete of the Standard Engineering Specification.
- b) The block shall be of the "closed back" type with approximate dimensions of: 400mm wide x 400mm deep x 200mm high .
- c) The proposed blocks shall have a unit mass equivalent to that as set out below:
Equivalent Unit Mass Requirements = $\pm 47\text{kg/block}$; 675 kg/m^2
- d) The block shall be able to resist sliding shear of 9.80 kN per linear meter by means of a shear nib cast monolithic with the block.
- e) The Engineer and any person authorised by him shall at all times have access to the works and to the pre-casting yard.
- f) The blocks shall be delivered to site in such a manner that they do not become damaged. Any damaged, cracked, or blocks with any other defects shall be rejected by the Engineer's representative.

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C3.4: PARTICULAR SPECIFICATIONS

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

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

C3.4.1 Part AH - OHSA 1993 Safety Specification
(17 Pages)

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

The Tenderer is to be fully conversant with the requirements of the EMPr's in ensuring compliance. The tendered rates under Part AA Preliminaries are to include for the costs thereof.

C3.4.3 Targeted Procurement Policies

- Targeted Procurement Policy
- Participation and Conditions Pertaining to Targeted Procurement
- Code of Conduct
- The Use of CLOs and Local Labour.

C3.4.4 Baseline Risk assessment document in terms of Construction Regulation 5.1 (a), referenced BRA 126/05/2023

C3.5: CONTRACT AND STANDARD DRAWINGS**C3.5.1 CONTRACT DRAWINGS / DETAILS**

557-SMIT-900	ROAD AND FOOTPATHS LAYOUT AND DETAILS
557-SMIT-901	LONG SECTIONS
557-SMIT-902	CROSS SECTIONS SHEET
557-SMIT-903	TYPICAL DETAIL
557-SMIT-904	RETAINING WALL DETAILS

C3.5.2 STANDARD DRAWINGS

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

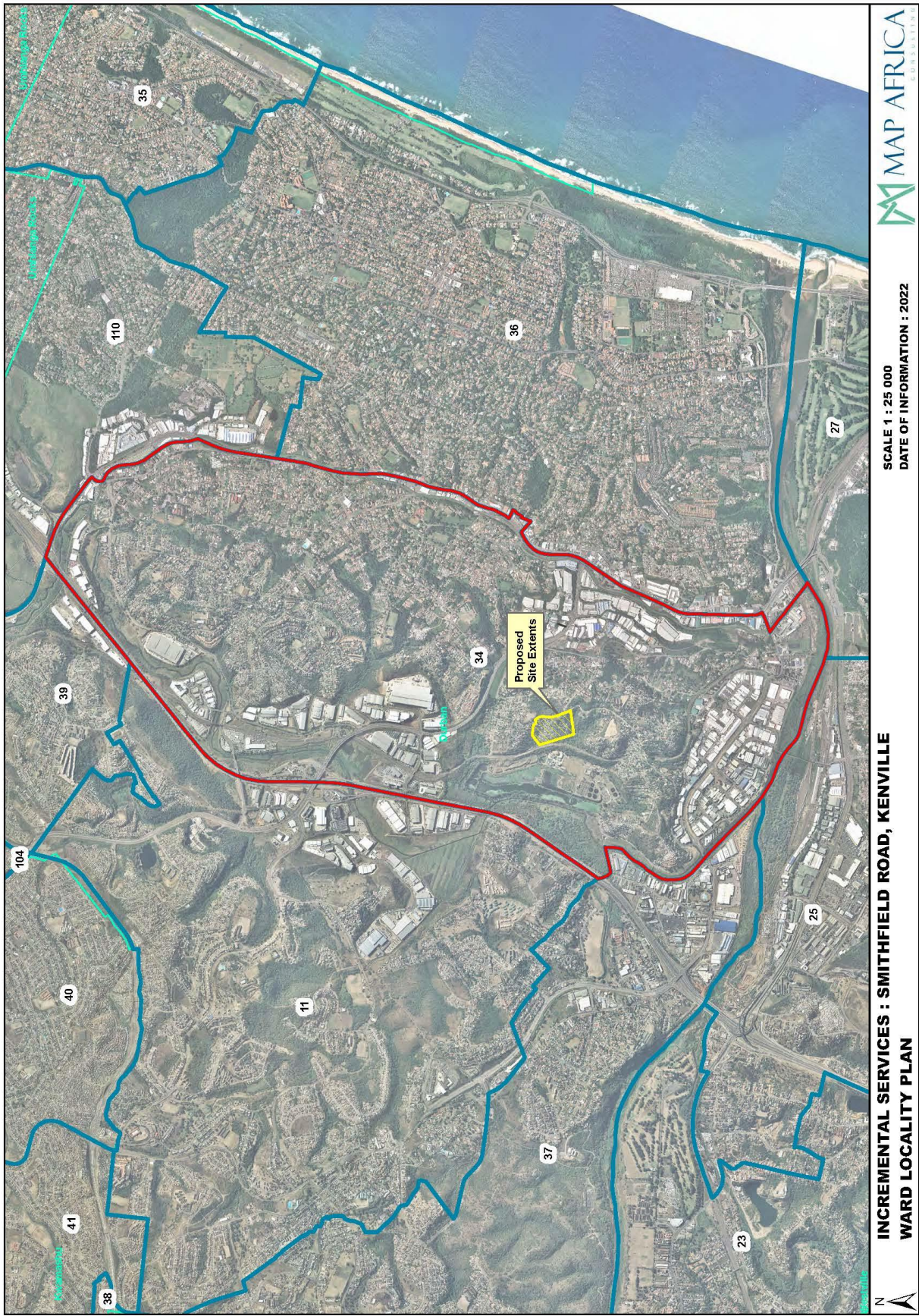
Dwg No	Description	Date of Issue	
38577	Kerbing Details	February	1990
38581	Retaining Wall, PC Steps, Staircase, Cable Ducts and Headwalls	February	1990

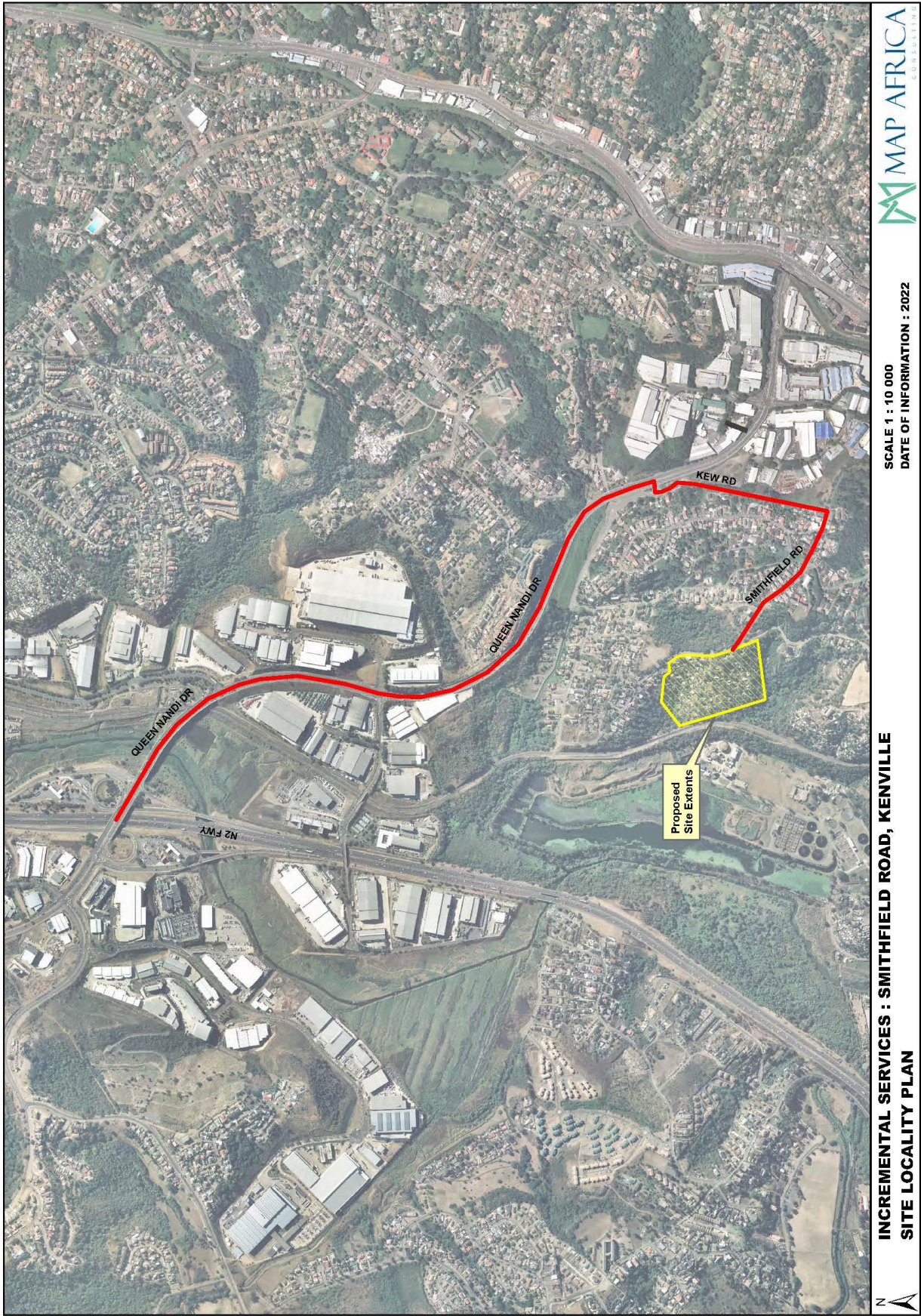
C3.6: ANNEXURES

C3.6.1 Notice Board

PART C4: SITE INFORMATION

C4.1 LOCALITY PLAN





C4.2 CONDITIONS ON SITE**C4.2.1 GENERAL****C.4.2.2 BOUNDARIES OF THE SITE**

Each individual section of the work is typically a discrete location at the proposed location of the works, depending on the individual circumstances. 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.

C.4.2.3 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 the local community where necessary from an access perspective.

C.4.2.4 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 Officer (CLO) to 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 additional costs under the conditions of the contract.

C4.3 TEST RESULTS

There are no specific test results.