



CLUSTER
Trading Services

UNIT
Water and Sanitation

DEPARTMENT
Special Projects

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: **WS 7628**

Contract Title: **Refurbishment of the Northern Wastewater Treatment Works (NWWTW)**

Est. CIDB Grade/ Class: **9 ME**

CLARIFICATION MEETING AND QUERIES

Clarification Meeting: **Compulsory Clarification Meeting**

Meeting Location, Date, Time: **Northern Wastewater Treatment Works, 191 Johanna Rd, Peter Road, Newlands East, 4037 On 26 May 2023 at 10:00**

Queries can be addressed to: **Siduduzo Mtshali Pr. Tech. Eng.**
The Employer's Agent's: **Tel: 031 311 8794 (t)**
Representative: **eMail: Siduduzo.Mtshali@durban.gov.za**
email queries to be submitted by 08 June 2023 and consolidated questions and answers uploaded on 15 June 2023

TENDER SUBMISSION

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

Closing Date/ Time: **Friday, 23 June 2023** at **11h00**

FACSIMILE, EMAIL, or POSTED TENDERS WILL NOT BE ACCEPTED

Issued by:

ETHEKWINI MUNICIPALITY

Deputy Head: **Special Projects**

Date of Issue: **19/05/2023**

Document Version 24/02/2023(c)

FOR OFFICIAL USE ONLY

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

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

Tenders are hereby invited for the works to carry out the refurbishment of the Northern Wastewater Treatment Works, which is to be in line with the Engineers specifications and requirements.

Subject	Description	Tender Data Ref.
Employer	The Employer is the eThekweni Municipality as represented by: Deputy Head: Special Projects	F.1.1.1
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
Eligibility	It is <u>estimated</u> that tenderers should have a CIDB contractor grading designation of 9 ME (or higher). The CIDB provisions in relation to a Contractor's Potentially Emerging (PE) status <u>do not</u> apply.	F.2.1.1
Clarification Meeting	Northern Wastewater Treatment Works, 191 Johanna Rd, Peter Road, Newlands East, 4037 On 26 May 2023 at 10:00	F.2.7
Seek Clarification	Queries relating to these documents are to be addressed to the Employer's Agent's Representative whose contact details are: Siduduzo Mtshali Pr. Tech. Eng. Tel: 031 311 8794 (t) eMail: Siduduzo.Mtshali@durban.gov.za email queries to be submitted by 08 June 2023 and consolidated questions and answers uploaded on 15 June 2023	F.2.8
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	F.2.13
Closing Time	Tender offers shall be delivered on or before Friday, 23 June 2023 at or before 11h00 .	F.2.15
Evaluation of Tender Offers	The 90/10 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.3.11

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

PART T1: TENDERING PROCEDURES

T1.2: TENDER DATA

T1.2.1 STANDARD CONDITIONS OF TENDER

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

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

T1.2.2 TENDER DATA

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

F.1: GENERAL

F.1.1 The employer: The Employer for this Contract is the eThekweni Municipality as represented by: Deputy Head: [Special Projects](#)

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 eThekwini 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:

Siduduzo Mtshali Pr. Tech. Eng.

Tel: 031 311 8794 (t)

eMail: Siduduzo.Mtshali@durban.gov.za

email queries to be submitted by 08 June 2023 and consolidated questions and answers uploaded on 15 June 2023

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

F.1.6 Procurement procedures: Option 1- Price and Preference with Eligibility

F.2: TENDERER'S OBLIGATIONS

F.2.1.1 Eligibility: General

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

- the Tenderer does not comply with the legal requirements as stated in the Employer's current SCM Policy.
- 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.
- In the event of a Compulsory Clarification Meeting:
 - the Tenderer fails to attend the Compulsory Clarification Meeting.
 - 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.
- in the case of JV submissions, two or more JV entities have common directors / shareholders or common entities tendering for the same works.
- 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.
- 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 eThekweni 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 must be noted, adhered to, and complied with:

- a) The information for registration, as possessed by the eThekweni Municipality, shall be applicable.
- b) It is the Tenderer's responsibility to ensure that the details submitted to the Municipality are correct.
- c) Tenderers must register prior to the submission of tenders, with both the CSD and eThekweni Municipality Central Supplier Database.
- d) The main contractor who will undertake this work must have a CIDB Grading of 9 ME.
- e) The CPG partners must have a CIDB grading level of at least 2 levels lower than the main contractor (i.e., level 7ME and below).
- f) The main contractor must have a minimum of ten CPG Partners.
- g) The CPG partners must be named.
- h) The mandatory CPG percentage must be distributed among the minimum 10 named CPG Partners. The specific CPG percentage allocation per named CPG Partner does not have to be present, However, the CPG competency per an allocation has to be stated.
- i) The main contractor must provide a copy of the CSD reports for all named CPG partners (minimum of 10 CPG partners).
- j) The main contractor must provide a copy of the CIDB registration printouts for all named CPG partners (minimum of 10 CPG partners).
- k) At the time of tender closure, the named CPG partners must be registered on the National Treasury Central Supplier Database (CSD) as a service provider.
- l) The main contractor must provide the recruitment methodology used to select the named CPG partners (minimum of 10 CPG partners).

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 **9 ME** 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 **9 ME** 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 **9 ME** 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 10 years, will be eligible to have their tenders evaluated in terms of Clause F.3.11.

Tenderers must submit experience gained as Main Contractors.

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 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, to verify the information provided, fail (for whatever reason), that specific experience submission will be considered invalid.

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	Reference Letter	Completion Certificate	NB Scope of Work
	Note 1	Note 2	Note 3	Note 4	Note 5	Note 6
Works as Main Contractor						
Completed Contracts				X	X	X
Failure to submit the returnable form in T2.2, and provide the above supporting documentation/ information, for each submission of experience, will invalidate that experience submission						

Table 1: NOTES

Note 4	Reference letter from the client stating that they are satisfied with the work undertaken.
Note 5	Issued by the Client/ Employer.
Note 6	NB: Without this information the experience submission cannot be considered. - This submission must indicate how the works carried out, as Main Contractor, is similar (see Table 2: Tenderer's Experience Requirement) to the Scope-of-Work of this specific tender. - 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, 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

- | |
|---|
| <ol style="list-style-type: none"> The Tenderer has successfully completed a minimum of 2 wastewater treatment works construction projects within the past 10 years (will be verified against documentary evidence). The Tenderer has successfully completed a minimum size of 15ML/day wastewater treatment works construction project within the past 10 years (will be verified against documentary evidence). The Tenderer has successfully completed a minimum of 1 municipal wastewater treatment works construction project within the past 10 years (will be verified against documentary evidence). |
|---|

Note: Failure to complete the relevant returnable form in T2.2 for each experience submission and supply the associated, relevant documentation (as specified in Table 1) will result in the invalidation of the entire tender submission.

F.2.1.4 Eligibility: Tenderer Key Staff

Tenderers are to demonstrate Key Staff experience which meet the minimum criteria set out below, by the submission of the specified returnable document in T2.2 (duplicated for each experience submission) and supply the associated documentation/ information.

- a. Contracts Manager
 - i. Have a tertiary qualification in civil engineering
 - ii. Have minimum 10 years' contract management experience, which is to include a minimum of five years with one of the following disciplines: Mechanical or Electrical
- b. Electrical Engineering Professional
 - i. Have a tertiary qualification in electrical engineering
 - ii. Have an active professional registration with Engineering Council of South Africa (ECSA) (will be verified against documentary evidence)
- c. Civil Engineering Professional
 - i. Have a tertiary qualification in civil engineering
 - ii. Have an active professional registration with Engineering Council of South Africa (ECSA) (will be verified against documentary evidence)
- d. Mechanical Engineering Professional
 - i. Have a tertiary qualification in Mechanical engineering
 - ii. Have an active professional registration with Engineering Council of South Africa (ECSA) (will be verified against documentary evidence)
- e. Chemical Engineering Professional with process engineering experience
 - i. Have a tertiary qualification in Chemical engineering
 - ii. Have an active professional registration with Engineering Council of South Africa (ECSA) (will be verified against documentary evidence)
- f. Instrumental Engineering Professional
 - i. Have a tertiary qualification in engineering
 - ii. Have an active professional registration with Engineering Council of South Africa (ECSA) (will be verified against documentary evidence)

- g. Certified Electrician
 - i. Have an active trade qualification in electrical installations (will be verified against documentary evidence)
- h. Certified Mechanical Artisan
 - i. Have an active trade qualification in mechanical installations (will be verified against documentary evidence)

Note: The failure to complete the relevant returnable form in T2.2 for each submission of Key Staff experience AND supply the associated, relevant, documentation (as specified in T2.2.18) will result in the invalidation of the entire tender 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:

**Northern Wastewater Treatment Works, 191 Johanna Rd, Peter Road, Newlands East, 4037
On 26 May 2023 at 10:00**

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

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 in electronic format by the eThekweni Municipality.

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

- Contract No. : [WS 7628](#)
- Contract Title : [Refurbishment of the Northern Wastewater Treatment Works \(NWWTW\)](#)

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

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

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

eg. **"WS 7628 – 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, 23 June 2023**
- 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.

Price Points

The **90/10** preference points system will be applied. The Formula used to calculate the **Price Points (max. 90)** will be according to that specified Regulation 5.1.

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 (100%)

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

Ownership Categories	Criteria	90/10
Race: Black Ownership	0%	0
	>0% and <51%	4
	≥51% and <100%	7.5
	100%	10
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 BBEE 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.		

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

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

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. "**WS 7628 – 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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T2.2.19	Eligibility: Tenders or CPG Key	Error!
T2.2.20	Eligibility: Tenderer and or CPG Partner	Error!

T2.2 RETURNABLE SCHEDULES, FORMS, AND CERTIFICATES

The returnable schedules, forms, and certificates, as listed in T2.1.2, can be found on pages [16](#) to [34](#).

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:

- | | |
|---|--|
| ☐ a member of any municipal council | ☐ a member of any provincial legislature |
| ☐ an official of any municipality or municipal entity | ☐ a member of an accounting authority of any national or provincial public entity |
| ☐ a member of the board of directors of any municipal entity | ☐ a member of the National Assembly or the National Council of Province |
| ☐ 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) | ☐ an employee of Parliament or a provincial legislature |

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

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

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

- | | |
|---|--|
| ☐ a member of any municipal council | ☐ a member of any provincial legislature |
| ☐ an official of any municipality or municipal entity | ☐ a member of an accounting authority of any national or provincial public entity |
| ☐ a member of the board of directors of any municipal entity | ☐ a member of the National Assembly or the National Council of Province |
| ☐ 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) | ☐ 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:

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

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

This is to certify that:

(tenderer name):

of (address):

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

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

Particulars of person(s) attending the meeting:

Name:

Name:

Signature:

Signature:

Capacity:

Capacity:

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

Name:

Signature:

Date:

T2.2.3 TAX COMPLIANCE STATUS PIN / TAX CLEARANCE CERTIFICATE

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

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

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

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

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

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

<i>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.</i>

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

Name of enterprise’s representative

3.2 ID Number of enterprise’s representative

3.3 Position enterprise’s representative occupies in the enterprise

3.4 Company Registration number

3.5 Tax Reference number

3.6 VAT registration number

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

Complete T2.1.2.1 Item 1.1
Complete T2.1.2.1 Item 1.2
Complete T2.1.2.1 Item 1.3
Complete T2.1.2.1 Item 1.4
Complete T2.1.2.1 Item 3.1 or 3.2
Complete T2.1.2.1 Item 3.3
Complete T2.1.2.1 Item 1.7

3.8 Are you presently in the service of the state?

If yes, furnish particulars:

.....

Circle Applicable	
YES	NO

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

YES

NO

If yes, furnish particulars:

.....

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

YES

NO

If yes, furnish particulars:

.....

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

YES

NO

If yes, furnish particulars:

.....

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

YES

NO

If yes, furnish particulars:

.....

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

YES

NO

If yes, furnish particulars:

.....

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

YES

NO

If yes, furnish particulars:

.....

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

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

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

NAME (Block Capitals):

Date

.....

SIGNATURE:

.....

T2.2.6 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		
1.0 Are you by law required to prepare annual financial statements for auditing? 1.1 If YES, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.			
2.0 Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days? 2.1 If NO, this serves to certify that the bidder has no undisputed commitments for municipal services towards any municipality for more than three months or other service provider in respect of which payment is overdue for more than 30 days. 2.2 If YES, provide particulars. 	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 50%; text-align: center; padding: 5px;">YES</th> <th style="width: 50%; text-align: center; padding: 5px;">NO</th> </tr> </table>	YES	NO
YES	NO		
3.0 Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract? 3.1 If YES, provide particulars. 	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 50%; text-align: center; padding: 5px;">YES</th> <th style="width: 50%; text-align: center; padding: 5px;">NO</th> </tr> </table>	YES	NO
YES	NO		
4.0 Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic? 4.1 If YES, provide particulars. 	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 50%; text-align: center; padding: 5px;">YES</th> <th style="width: 50%; text-align: center; padding: 5px;">NO</th> </tr> </table>	YES	NO
YES	NO		

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 90/10 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:

90 / 10 Points System

$$Ps = 90 \left(1 - \frac{Pt - Pmin}{Pmin} \right)$$

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)	n/a	10	n/a	
Total CLAIMED Points (10 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:
- a) abused the municipal entity's supply chain management system or committed any improper conduct in relation to such system.
 - b) been convicted for fraud or corruption during the past five years.
 - c) wilfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years.
 - d) been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).
- 4.0 In order to give effect to the above, the following questions must be completed and submitted with the bid.

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

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

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

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.

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

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

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

NAME (Block Capitals):

Date

SIGNATURE:

T2.2.15 ELIGIBILITY: VERIFICATION OF CIDB REGISTRATION AND STATUS

Reference is to be made to Clause F.2.1.2 and F.2.23 of the Tender Data.

The Conditions of Tender, **Clause F.2.1.2: 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.2.1.2.

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.

The screenshot shows the CIDB website interface for a contractor detail printout. The header includes the CIDB logo and the tagline 'DEVELOPMENT THROUGH PARTNERSHIP'. The main content area is titled 'Contractor Detail' and contains the following fields:

- CRS Number:
- Contractor Name:
- Trading Name:
- Status:
- Contractor Grades:
- Grade:

Additional fields on the right side include:

- Type of Enterprise:
- Registration Date:
- Expiry Date:

A 'Print' button is located in the top right corner. The footer contains the text 'Copyright © cidb 2011. All rights reserved' and 'Website technical enquires contact'. The date '01/01/2017' is displayed in the bottom right corner.

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.2.1.3 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: The employer will communicate through email followed by two phone calls in one week to verify the information provided, should we fail get the response during 5 days (for whatever reason) this experience submission will be considered invalid.	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)	The Scope-of-Work must be attached. Only include the Scope-of-Work (contract description). <u>The Specification is not required.</u>

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

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:

T2.2.18 ELIGIBILITY: TENDERER'S AND OR CPG KEY STAFF

Using the key staff as outline in F.2.1.4 the tenderer is to submit CV's of each Key Staff Member

Each CV should be structured under the following headings:

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

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

NAME (Block Capitals):

Date

SIGNATURE:

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

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

Contract No: **WS-7628**

Contract Title: **Refurbishment of the Northern Wastewater Treatment Works**

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

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

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

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

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

For the Tenderer:

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

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

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

Capacity (of Signatory) :

Address :

:

Telephone :

Witness:

Signature : **Date** :

Name (in capitals) : :

Notes:

*** Indicates what information is mandatory.**

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

C1.1: FORM OF OFFER AND ACCEPTANCE**C1.1.2: FORM OF ACCEPTANCE****This Form will be completed by the Employer**

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

The terms of the contract are contained in:

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

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

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

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

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

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

Name (*of signatory in capitals*) :

Capacity (*of Signatory*) :

Name of Employer (*organisation*) :

Address :

:

Witness:

Signature : **Date** :

Name(*in capitals*) : :

C1.1: FORM OF OFFER AND ACCEPTANCE**C1.1.3: SCHEDULE OF DEVIATIONS****This form will be completed by THE EMPLOYER and ONLY THE SUCCESSFUL TENDERER**

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

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

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

FOR THE TENDERER**FOR THE EMPLOYER**

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

C1.2: CONTRACT DATA

C1.2.1 CONDITIONS OF CONTRACT

C1.2.1.1 GENERAL CONDITIONS OF CONTRACT

The “NEC4, ENGINEERING AND CONSTRUCTION CONTRACT – JUNE 2017 – OPTION F: MANAGEMENT CONTRACT,” as amended in the SPECIAL CONDITIONS OF CONTRACT, shall be applicable to this contract. 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 NEC4 June 2017 Option F: Management Contract 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 NEC4 June 2017 Option F: Management Contract to which it mainly applies.

C1.2.2 CONTRACT DATA

C1.2.2.1 DATA TO BE PROVIDED BY THE EMPLOYER

NEC4 CLAUSE REFERENCE NO.	THE DATA
1.	General
	The conditions of contract are the core clauses, the clauses for Main Option F, the following Option for resolving and avoiding dispute: • W1: Resolving and Avoiding Disputes and secondary Options: • X2: Changes in the Law • X4: Ultimate Holding Company Guarantee • X5: Sectional Completion • X6: Bonus for Early Completion • X7: Delay Damages • X9: Transfer of Rights • X10: Information Modelling • X11: Termination by the Client • X13: Performance Bond • X14: Advanced Payment to the Contractor • X15: Contractor's Design • X17: Low Performance Damages • X20: Key Performance Indicators • X21: Whole Life Cost • Z: Additional Conditions of Contract of the NEC4 Engineering and Construction Contract June 2017.

NEC4 CLAUSE REFERENCE NO.	THE DATA
	The works are: Generally: The construction of water and sanitation infrastructure. Specifically: the followings scope at the NWWTW: Phase 1: • To ensure that effluent release from the plant does not contaminate the Umgeni River, and meet the effluent quality regulations in terms of water quality. • To repair the damaged components of the 50 MI/d and 20 MI/d plants that will enable the full plant capacity of 70 MI/d to be achieved with efficient capital expenditure. • To enable the quick-fix solution to sludge handling and disposal in a cost effective, efficient and environmentally sustainable manner. • To meet the Health and Safety and environmental Regulations requirement of the plant. • To carry out civils and structural repairs in a manner that improves or increased plant capacity. Phase 2: • To carry out functional repairs and augmentation of the works to obtain maximum plant capacity. This will require an additional process design of each plant and the combined processes, for implementation.
10.1	The Client is
	The Employer is the eThekweni Municipality as represented by: Siduduzo Mtshali Pr. Tech. Eng. The address of the Employer is: Physical: Water and Sanitation Unit, 3 Prior Road, DURBAN, 4001 Postal: Water and Sanitation Unit, P O Box 1038, DURBAN, 4000 Telephone: 031-311-8794 (t) Fax: Error! Reference source not found. E-Mail: Siduduzo.Mtshali@durban.gov.za
10.1	The Project Manager is The Built Environment Professional Consulting Company appointed by eThekweni Municipality under Contract WS 7487 (To be named during work allocation) The Project Manager will also perform the role of Programme Manager on

NEC4 CLAUSE REFERENCE NO.	THE DATA
	behalf of eThekwin and, and as Programme Manager, will schedule and allocate Sections of work to the Contractor
10.1	The Supervisors is The Built Environment Professional Consulting Company appointed by eThekwin Municipality under Contract WS 7487 (To be named during the work allocation) The Supervisor will carry specific additional duties, as outlined in the Works Information, such as responsibility for the measurement and certification of work completed by the Contractor
11.2 (16)	The Works comprises of Phase 1: • To ensure that effluent release from the plant does not contaminate the Umgeni River, and meet the effluent quality regulations in terms of water quality. • To repair the damaged components of the 50 MI/d and 20 MI/d plants that will enable the full plant capacity of 70 MI/d to be achieved with efficient capital expenditure. • To enable the quick-fix solution to sludge handling and disposal in a cost effective, efficient and environmentally sustainable manner. • To meet the Health and Safety and environmental Regulations requirement of the plant. • To carry out civils and structural repairs in a manner that improves or increased plant capacity. Phase 2: • To carry out functional repairs and augmentation of the works to obtain maximum plant capacity. This will require an additional process design of each plant and the combined processes, for implementation.
11.2 (17)	The boundaries of the site applicable to all Work Packages are indicated in the document C4: Site Information. The boundaries of the site for a Work Package is as stated in the Package Order.
11.2 (18)	Site Information applicable to all Work Packages is the document C4: Site Information. Work Package specific Site Information is in the Package Order.
12.2	The law of the contract is the law of the Republic of South Africa.
13.1	The language of this contract is English.
13.3	The period for reply is 1 week.
15.2	The following matters will be included in the Early Warning Register: a. Long Lead Items b. Local Labour Participation c. Local and Priority Population Group Sub-Contractors Participation d. Work Package Reporting Requirements

NEC4 CLAUSE REFERENCE NO.	THE DATA
	e. Payment Claims Procedures f. Proof of Payments to Sub-Contractors Reporting Requirements g. Trade Credit Insurance Requirements for Sub-Contractors h. Work Package Programming Requirements
15.2	Early Warning Meetings are to be held at intervals no longer than two (2) weeks for any Work Package.
2.	The Contractor's Main Responsibilities
20.1	The Key Dates and Conditions to be met for each Work Package is as stated in the Package Order.
20.4	The Contractor Prepares Forecasts of the total Defined Cost for the whole of the works at intervals no longer than ten (10) days for each Package Order, unless otherwise agreed with the Project Manager.
3.	Time
11.2 (3)	The completion date for the whole of the works is approximately thirty-six (36) from the contract date. The completion date for the issuing of Package Orders is the 10 th October 2025 NOTE: • A Work Package completion date may be after the thirty-six (36) months contract period and shall be contractually binding. • All other timelines as stated under Section F.2: Tenderer's Obligations
11.2 (11)	The key dates and the conditions to be met for a Work Package are as stated in the Package Order.
30.1	The access dates are as stated in the Package Order.
31.1	The period after the Contract Date within which the Contractor is to submit the first programme for acceptance is 7 days after award and there after 5 days after each individual work package.
31.2	The starting date for the issuing of Package Orders is two (2) weeks after the Contractor receives one fully completed original copy of this contract, including the schedule of deviations (if any) as contained in the Form of Offer and Acceptance. The starting date for a Work Package is as stated in the Package Order.
31.2	The starting date for the whole of the works is the date of commencement of this Contract. The starting date for each Section of work (project) will be the date indicated by the Project Manager on the formal written instruction to commence with that identified Section of work (project)
31.2	Non-working days are: weekends, public holidays and the annual statutory builder's holiday.

NEC4 CLAUSE REFERENCE NO.	THE DATA
	If approved extensions of time extend the <i>completion date</i> of a Section of work (project) beyond the start of the contractor's holiday (starting in December of each year), the holiday period shall not be considered as working days. Any remaining extension of time at this date shall be calculated from the first statutory working day in January the following year.
32.2	The Contractor submits revised programmes for a Work Package at intervals no longer than 2 weeks.
35.1	The Client is not willing to take over the works before the completion date as stated in the Package Order, or any revised completion date as otherwise agreed.
4.	Quality Management
40.2	The period after the Contract Date within which the Contractor is to submit a Quality Policy Statement and Quality Plan is 2 weeks.
43.1	The period between Completion of the whole of the works and the defects date is fifty-two (52) weeks for each Work Package.
44.2	Unless otherwise stated in the Package Order, defects correction period is two (2) weeks
5.	Payment
50.1	The assessment interval is monthly, with specific assessment dates to be agreed by the Contractor and the Project Manager before the first Section of work (project) is allocated. As set out in the Employer's Works Information, which prescribes the required details, the assessment process is summarised as follows: The Contractor (in conjunction with the Supervisor's certification) will be required to prepare progress claims by completing quantities of work done in accordance with the bill of quantities for each Section (project). The Supervisor will only certify quantities of work completed in accordance with the Works Information The Contractor will be responsible for ensuring that the progress claim is submitted to the Project Manager in time for processing at the agreed assessment interval and on the agreed assessment dates. Claims must be submitted in the formats and using both the hardcopy and electronic systems prescribed by the Project Manager, which may vary from time to time. Any failure to submit the required, Supervisor certified claim information by the agreed date will result in the assessment by the Project Manager being held over until the assessment interval following the correct submission of the required information. These assessments and certificates shall not be regarded as late and interest shall not be applicable.
50.8	The Exchange Rates are those published by the South African Reserve Bank at the time of agreeing the Work Package.

NEC4 CLAUSE REFERENCE NO.	THE DATA																																																																		
51.1	The currency of this contract is the South African Rand (ZAR)																																																																		
51.2	The period within which payments are made is: within 30 calendar days following the date on which a valid tax invoice and statement, including a copy of the Project Manager’s corresponding payment certificate, were received.																																																																		
51.4	The interest rate is the Prime Lending Rate of the Standard Bank of South Africa at the time an interest payment is due.																																																																		
6.	Compensation Events																																																																		
60.1 (13)	The place where weather is to be recorded, unless otherwise stated in the Package Order, is at the nearest South African Weather Bureau Station to the Site. The weather measurements to be recorded for each calendar month, unless otherwise stated in the Package Order, are: a. the cumulative rainfall (mm) – Refer to Table Below. (A) b. the number of days with rainfall more than 10 mm – Refer to Table 1 Below.(B) c. the number of days with minimum air temperature less than 0 degrees Celsius – Zero (0) Days (C) d. the number of days with snow lying at 08:00 hours South African Time – Zero (0) Days (D) and these measurements are:																																																																		
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NEC4 CLAUSE REFERENCE NO.	THE DATA																																																																		
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60.1 (21)	The additional compensation events are as stated in the Package Order.																																																																		
8.	Liabilities and Insurances																																																																		
80.1	The Client's additional risks are as stated in the Package Order.																																																																		
83.1	The Client shall not provide any insurances. All insurances are to be provided by the Contractor.																																																																		
84.2	The minimum limit of indemnity for insurance in respect of loss of or damage to property (except the works, Plant, Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the Contractor) caused by activity in connection with this contract for any one event is R 10 million.																																																																		
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NEC4 CLAUSE REFERENCE NO.	THE DATA	
	Where the contract involves manufacture, and/or fabrication of Plant & Materials, components or other goods to be incorporated into the works at premises other than the site, the <i>Contractor</i> shall satisfy the <i>Employer</i> that such plant & materials, components or other goods for incorporation in the works are adequately insured during manufacture and/or fabrication	The replacement cost
	Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger and Unauthorised Passenger Liability indemnity	R10 000 000 (Ten million Rands (ZAR))
84.2	Security (Performance Guarantee) 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
10.	Data for Main Option Clause	
F	Management Contract	
20.2	Work which the Contractor will do itself is confined to any single or any combination of Profession Built Environment Services and/or the provision of site services and/or the construction and installation of the works that may be agreed with the Project Manager from time to time. The Contractor shall also be required to manage any single or any combination of sub-contracts, i.e., Profession Built Environment Services and/or the provision of site services and/or the construction and installation of the works, that may be agreed with the Project Manager from time to time	
	The prices for the work done by the Contractor himself are assessed in accordance with the provisions of Clause Z7.	
20.4	The Contractor Prepares Forecasts of the total Defined Cost for the whole of the works at intervals no longer than ten (10) days for each Package Order, unless otherwise agreed with the Project Manager.	
Option W1	Resolving and Avoiding Disputes	
W1.1	The Adjudicator is the person selected by the Parties from the Panel of NEC Adjudicators set up by ICESA, a joint division of the Institution of Civil Engineers and the South African Institution of Civil Engineering (see www.ice-sa.org.za).	

NEC4 CLAUSE REFERENCE NO.	THE DATA
W1.2 (3)	The adjudicator nominating body is the Chairman of ICE-SA (see www.ice-sa.org.za).
W1.4 (2)	The tribunal is a South African Court of Law.
X	Data for Secondary Option Clauses
X2	Changes in the Law - No Data is required for this Option.
X4	Ultimate Holding Company Guarantee - No Data is required for this Option.
X5	Sectional Completion
X5.1	The Completion Date for each section of the works is as stated in the Package Order.
X5 & X7	Sectional Completion and delay damages used together
X7.1 & X5.1	Delay damages for late completion of the sections of the works associated with a Work Package are as stated in the Package Order.
X7	Delay Damages (but not if Option X5 is also used)
X7.1	Delay damages for Completion of the whole of the works associated with a Work Package are as stated in the Package Order.
X9	Transfer of Rights - No Data is required for this Option.
X10	Information Modelling
X10.4	The period for submission of the information Execution Plan is two (2) weeks.
X10.7	The minimum limit for insurance is caused by activity in connection with this contract for any one event is R 10 Million.
X11	Termination by the Client - No Data is required for this Option.
X13	Performance Bond
X13.1	The form of the performance bond is in the form set out in the document 84.2 Securities: Performance Bond. The amount of the performance bond is 10% of the maximum target budget value, unless stated otherwise.
X14	Advance Payment to the Contractor
X14.1	The amount of the advance payment is as stated in the Package Order. An advance payment bond is required. However, it shall be as stated in the Package Order.
X14.3	The instalments are as stated in the Package Order.
X15	Contractor's Design
X15.5	The insurance cover period shall remain in force for a period of five (5) years after the Completion Date.

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	The <i>retention free amount</i> is nil.
X16.1	The <i>retention percentage</i> is A 5% retention fee up to a maximum of 10% of the contract sum will be applied on the contract. Half of the retention amount will be released on issue of the completion certificate for the contract. The balance of the retention will be released on the completion of the defects liability period of the contract.
X17	Low Performance Damages
X17.1	The amounts for low performance damages associated with an individual Work Package is 0.001% of the total value of the individual work package per a day- for the period of the delay calculated as accepted work package completion date versus revised completion date. The amounts for low performance damages for failing to subcontract, i.e. Compliance with the Contract Participation Goal (CPG) (Empowerment Strategy Commitment) for this project, which is the sub-contracting of a minimum of Thirty Percent (30%) of the Contract Value.
X20	Key Performance Indicators
X21	Whole Life Cost - No Data is required for this Option.
Z	Additional Conditions of Contract
	The Additional Conditions of Contract are:
Z1	Tax Invoices Add the following Clauses to Clause 51
51.6	The Contractor submits original valid tax invoices of the Contractor satisfying the requirements of the Works Information one week after receiving a payment certificate from the Project Manager in terms of clause 51.1.
51.7	Where the Contractor does not submit his valid tax invoice within the time required: • the period within which payment is made in terms of clause 51.2 and • the time allowed in clause 91.4 are extended by the length of time from the date when the Contractor should have submitted his valid tax invoice to the date when he does submit it.
Z2	Selection and Appointment of the Adjudicator Add the following paragraph to Clause W.1.2 (1)
	Within 2 weeks after declaring a dispute and if the Adjudicator was not yet appointed with a previous dispute, the notifying Party notifies the other Party of the names of two persons he has chosen from the Panel of NEC Adjudicators set up by ICE-SA, a joint division of the Institution of Civil Engineers and the South African Institution of Civil Engineering (see www.ice-sa.org.za), whose availability to act as the Adjudicator the notifying Party has confirmed. The other Party selects one of the two persons chosen to be the Adjudicator within four

NEC4 CLAUSE REFERENCE NO.	THE DATA
	days of receiving the notice, failing which the person chosen by the notifying Party will be the Adjudicator for the Contract. The Parties appoint the selected Adjudicator under the NEC4 Dispute Resolution Service Contract, June 2017.
Z3	Acts or Omissions by Mandatories
	In terms of Section 37(2) of the Occupational Health and Safety Act of 1993 (Act 85 of 1993), the Contractor hereby agrees that the Employer is relieved of any and all of its liabilities in terms of Section 37(1) of this Act in respect of any acts or omissions of the Contractor and his employees to the extent permitted by this Act and that this contract comprises the written agreement between the Employer and the Contractor contemplated in section 37(2).
Z4	Performance Bond
	Delete "and in the form set out in the Scope" in secondary Option clause X13.1 and replace with "is in the form set out in document 1.3 Securities".
	Agrees to enter into a session agreement with the Sub contract for the purpose of payment which will be done by Employer (EThekweni Municipality) through session arrangement.
Z5	Notification of a Compensation Event
	Replace "eight weeks" in Clause 61.3 with "two weeks"
Z6	Package Orders
	1. Identified and Defined Terms
	1. A Work Package is work within the works which the Client may instruct the Contractor to carry out within a stated period of time.
	2. A Package Order is the Client's instruction to carry out a Work Package
	2. Assessing and Implementing Package Orders
	2.1 A Package Order includes:
	a. The Contract Data, b. The Total of the Prices, c. Package Order Scope, d. Site Information, e. Etc.
	specific to the Work Package
	2.2 The Client consults with the Contractor about the contents of the Package Order before he issues it.
	2.3 When the Client requires work to be carried out within the scope of the contract, the Client shall instruct the Project Manager to prepare a Quotation Document, which shall include, inter alia, the following or any combination of the following:
	a. Bills of Quantities,

NEC4 CLAUSE REFERENCE NO.	THE DATA
	b. Detailed Drawings, c. Infrastructure Specifications, d. Contractual Specifications, e. Tender Conditions, f. Pricing Data, g. Returnable Schedules, h. Etc. OR In the case of Design and Construct Quotation, inter alia, the following or any combination of the following: a. Terms of Reference Document, b. Project Output and Performance Specifications, c. Contractual Specifications, d. Tender Conditions, e. Pricing Data, f. Etc. The Client itself or via the Project Manager, instructs the Contractor to submit a quotation for a Package Order.
	2.4 The Contractor submits a quotation together with details of his assessment of the quotation including any pricing assumptions if any. The submission of a quotation does not guarantee any Package Order Contract.
	2.5 The Contractor does not start any work included in the proposed Work Package until he has received the Package Order.
	2.6 The total value of Package Orders must not exceed the Contract Amount which shall also be known as the Total Maximum Target Value. As an example, if the Tendered Value of the Contractor is R250 Million, it shall be the Contract Amount and the Total Maximum Target Value. The total value of all Package Orders undertaken by the Contractor may not exceed R250 Million. The onus is upon the Contractor to ensure compliance with this condition of contract. The Contractor shall not be entitled to any compensation whatsoever, that may arise out of non – compliance with condition of contract.
	2.7 No Package Order is issued after the Completion Date.
	3. Contract Date
	Each reference contained in the conditions of contract to the Contract Date save for those in Secondary Option X2 is the date when the Package Order came into existence.
Z7	Take Over
	The Client for the purposes of clause 35 is the person or persons notified by the Project Manager as being the Client.
Z10	Assessing the amount of the work which the Contract Data states that the Contractor will do himself.

NEC4 CLAUSE REFERENCE NO.	THE DATA
	1. The prices for the work done by the Contractor himself are the lump sums and the product of the quantity multiplied by the unit rates agreed to and included in a price list associated with a Package Order.
	2. The Contractor provides a quotation for each item of work agreed with the Project Manager which he will do himself assessed on a forecast of the Defined Cost of such work. Effects on cost are separately assessed at open market rates or competitively tendered prices with deductions for all discounts, rebates and taxes which can be recovered in respect of the following cost components: a. people within the Working Area who provide, supervise, or offer support to the physical works and are: i. directly employed by the Contractor, or ii. not directly employed by the Contractor but are paid for by him according to the time worked, excluding people who manages “the Contractor’s design, the provision of Site services and the construction and installation of the works”, b. Plant and Material, c. Equipment, charges incurred including those associated with payments for the following for: i. the provision and use of water and electricity within the Working Areas, ii. equipment, supplies and services for offices, stores, medical facilities and first aid, recreation, sanitation, security, surveying and setting out computing, and hand tools not powered by compressed air within the Working Areas, iii. payments to public authorities, and iv. specialist services. The Contractor shows how each of these effects is built up in each quotation.
	3. The cost of people includes amounts for meeting the requirements of the law and for pension provisions
	4. The amount for Equipment includes amounts paid for hired Equipment and an amount for the use of Equipment owned by the Contractor which is the amount the Contractor would have paid if the Equipment had been hired.
	5. The assessment includes risk allowances for costs and time for matters which are the Contractor’s risk under the contract. The assessment is not revised if the forecast upon which it is based is shown by later recorded information to have been wrong.
	6. The effects of compensation events upon the prices for work done by the Contractor himself are assessed by forecasting the effect of a compensation event upon the cost arrived at in terms of 1 to 4 above or if the event has already occurred, the assessment is based on the cost due to the event which the Contractor has incurred.

NEC4 CLAUSE REFERENCE NO.	THE DATA
	7. The provisions of 5 above apply to compensation events involving changes to the prices for work done by the Contractor himself.
Z11	Fees
	The Fee percentage shall be fixed for all Package Orders
Z12	Corrupt Acts
	1. A Corrupt Act is: a. the offering, promising, giving, accepting, or soliciting of an advantage as an inducement for an action, b. which is illegal, unethical or a breach of trust or abusing any entrusted power for private gain, in connection with a contract or any other contract with the Client. This includes any commission paid as an inducement which is not declared to the Client before the Contract Date.
	2. The Contractor does not do a Corrupt Act.
	3. The Contractor takes action to stop a Corrupt Act of a Subcontractor or a supplier of which it is, or should be, aware.
	4. The Contractor includes equivalent provisions to these in subcontracts and in contracts for the supply of Plant and Materials and Equipment.
Z14	Employment of Local Labour
	It is a condition of contract that the contractor will be required to employ local labour. The contractor will be required to ensure that a minimum of 50% of the labour force is made up of local labour. 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 requirement. The contractor will remain responsible for providing proper supervision of all labour and will be responsible for the quality of work produced.
Z16	Non-Exclusive Appointment
	This Contract between the Parties is on a non – exclusive basis. In this regard, the Client is entitled to appoint any other contractors, for any scope, for any reason whatsoever. The Contractor shall not be entitled to any compensation for the Client exercising this right.
Z17	Trade Credit Insurance
	The Contractor shall provide all documentation required by any sub-contractor for trade credit insurance purposes from companies such as Credit Guarantee Insurance Corporation (CGIC), or similar.
Z18	No Limit on the Number of Package Orders or Subcontracts

NEC4 CLAU SE REFERENCE NO.	THE DATA
	There shall be no limit on the number of Package Orders issued. In addition, there shall be no limit on the number of subcontractors utilised for any part of the project scope (As an example, there could be up to six (6) or more plumbing subcontractors appointed on the project.)
Z19	Any other requirements, specifications, data, etc. contained in PART C2: PRICING DATA, PART C3: SCOPE OF WORK, PART C4: SITE INFORMATION AND ANNEXURES, shall form part of this Additional Conditions of Contract.

C1.2.2.2 DATA TO BE PROVIDED BY CONTRACTOR

The tendering Contractor is advised to read both the NEC4 Engineering and Construction Contract (April 2013) and the relevant parts of its Guidance Notes in order to understand the implications of this Data which the tenderer is required to complete.

Completion of the data in full, according to Options chosen, is essential to create a complete contract. Failure to complete the data in full may render the tender non-responsive.

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1.	General
10.1	The Contractor is:
	Name: Refer to the Form of Offer and Acceptance
	Address for Communications: Refer to the Form of Offer and Acceptance
	Address for Electronic Communications: Refer to the Form of Offer and Acceptance
11.2 (10)	The Direct Fee Percentage is: Refer to pricing schedule
11.2 (20)	The Working Areas are: This is as stated in Section C4
	The Key Persons are:
	Name:
	Job:
	Responsibilities:

	• Experience:
	At all times during the execution of the work a competent and responsible employee of the Contractor shall be present on the site, and any instructions given to such employee by the Project Manager representative shall be deemed to have given to the Contractor.
11.2 (8)	The following matters will be included in the Early Warning Register : This is as stated in the Package Order
2.	The Contractor's Main Responsibilities
21.1	The Scope provided by the Contractor for its design is as stated in the Package Order, if applicable.
3.	Time
31.1	The programme identified in the Contract Data is included in the Package Order .
32.2	The Completion Date for the Whole of the Works 13th October 2025
5.	Payment
50.	Work which the Contractor will do is included in the Package Order .
Option W1	Resolving and Avoiding Disputes
W1.1	The Senior Representatives of the Contractor are:
	• Name
	• Address for Communications:
	• Address for Electronic Communications:

C1.2.3 ADDITIONAL CONDITIONS OF CONTRACT

C1.2.3.1 COMMUNITY LIAISON OFFICER

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

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

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

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

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

C1.2.3.2 EMPLOYMENT OF LOCAL LABOUR

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

C1.2.3.3 CONTRACTOR PARTICIPATION GOAL (CPG)

It is a condition of contract that the contractor must allow for a minimum of **30%** of the contract value (excluding PC Sum items and Fixed Cost allowances) to be subcontracted to contractors who are **>51% PPG** (Priority Population Group) owned. 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 A: Employed as Local Labour for this contract only Category B: Temporarily employed by the Contractor Category C: Permanently employed by the Contractor				

- Category of Employment

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

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

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

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

C1.2.3.5 PERFORMANCE MONITORING OF SERVICE PROVIDERS

[For contract awards over R10m] The Contractor shall be subjected to "Performance Monitoring" assessments in terms of the applicable Section (S.53) of the Employer's Supply Chain Management Policy.

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

C1.2.3.6 EXCEPTED RISKS (Clause 8.3)

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

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

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

The Pricing Schedule in C2.2 shall be used to determine the Contract Amount, which shall be the Total Maximum Target Value of all Package Orders that the Contractor is permitted to execute, in term of Clause Z6 of the Additional Conditions of Contract.

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, Payments shall be made in accordance with the Contract.

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 **NEC4: Option F Management 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

C2.1.9 MANAGEMENT FEE %

All costs which are not included in Defined Cost are included in the Management Fee. The management fee is for work or events that occur elsewhere and cannot be easily measured. These costs include head office overheads. This x% is for cost that requires part time input such as safety auditor that is on site parttime and at head office the remainder of the time-both locations being away from the Working Area.

The fee percentage is applied to the amount of Defined Cost and the tenderer needs to price an x% under management fee as stated in the summary of cost

Fixed Charge Items: Each item should be priced separately and, subject to the Engineer certifying in terms of **NEC4: Option F Management 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 **NEC4: Option F Management Contract**. The final monthly increment will only be paid upon the issue of a completion certificate.

Note: Preliminary and General Under NEC4: Option F, will be agreed upon award of the contract and will be done in conjunction with the consultant.

C2.2: BILL OF QUANTITIES

SUMMARY OF COST ESTIMATE - NWWTW PHASE 1 & 2			
ITEM NO	DESCRIPTION	Unit	Amount
1	Head of Works	1	R 15 951 850,90
2	Aerated De-gritter and Sluice gates	1	R 6 068 000,00
3	Geiger De-Gritter and Sluice Gates	1	R 9 013 000,00
4	Blower Room	1	R 2 731 387,50
5	All MCC Panels	1	R 13 255 000,00
6	Generator Room & Diesel Bulk Diesel Tank	1	R 9 157 266,50
7	High and Medium Voltage Rooms and Transformer	1	R 21 959 735,00
8	20ML Primary Settling Tanks (PST) - 2 Units	1	R 7 497 570,00
9	20ML Biological Nutrient Removal (BNR) Reactor (6 Cells)	1	R 18 468 139,20
10	20ML Return Activated Sludge (RAS) Pump Station	1	R 1 969 122,50
11	20ML Secondary Sedimentation Tanks	1	R 6 913 050,00
12	50ML Primary Sedimentation Tanks (PST) - 2 Units	1	R 7 596 570,00
13	50ML Biological Nutrient Removal (BNR) Reactors - (24 Cells)	1	R 40 751 225,00
14	50ML Return Activated Sludge (RAS) Pumpstation (Screw pump)	1	R 2 771 000,00
15	50ML Secondary Sedimentation Tanks (SSTs) (4 units)	1	R 15 716 840,00
16	Combined Plant 70 Ml/d Waste Activated Sludge (WAS) Pumpstation	1	R 1 704 685,00
17	Combined Plant 70 Ml/d Dissolved Air Flootation (DAF) Unit	1	R 1 718 000,00
18	Combined Plant 70 Ml/d DAF Pumpstation	1	R 2 683 510,00
19	Maturation Ponds 1 to 5	1	R 30 800 000,00
20	Chlorination Room	1	R 6 325 000,00
21	Admin Building	1	R 6 867 255,50
22	First Fix Sludge Handling	1	R 3 900 000,00
23	Raw Sludge Pumpstation	1	R 1 528 122,50
24	Primary Sludge Thickener Pump Station	1	R 2 482 510,00
25	Sludge Overflow Pump Station	1	R 2 312 644,50

26	Sludge Transfer Pump Station	1	R 2 310 682,50
27	Primary Sludge Gravity Thickeners	1	R 2 604 000,00
28	Anaerobic Digesters	1	R 4 101 000,00
29	Gas Holder and Flare	1	R 348 000,00
30	Homogenous tanks 1 and 2	1	R 600 000,00
31	Belt Press and Feed Pump Station	1	R 13 280 150,00
32	Hydrocyclone De-Gritters	1	R 930 000,00
33	New Sludge Drying Beds	1	R 2 200 000,00
34	General	1	R 5 450 000,00
35	Civil Construction	1	R 3 286 000,00
36	Second Class Water Pumpstation	1	R 5 335 250,00
Total Actual/Defined Cost Budget Excluding Value Added Tax (A)			R 280 586 566,60
Contractors Fee on Actual / Defined Costs (B)			%
Add: Contractors Fee Amount (C)			C = (A x B)
Total Maximum Target Value Budget I.E. Actual Defined Cost Budget Plus Contractors Fee Amount Excluding Value Added Tax (D)			D = (A + C)
Value Added Tax (15%) (E)			E =(D x15%)
Total Maximum Target Value Budget I.E. Actual / Defined Cost Budget Plus the Contractors Fee Amount Including Value Added Tax - Carried to Form of Offer and Acceptance (F)			F = (D + E)

PART C3: SCOPE OF WORK

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C3.1: PROJECT DESCRIPTION AND SCOPE OF CONTRACT

C3.1.1 Description of Works

eThekwini Metro and surroundings has been highly affected by the severe storm, equivalent to a 1:200-year event in April 2022, that has caused damage to the entire eThekwini community with the extent of the impact affecting businesses, essential service infrastructure, major highways and routes and leaving communities without shelter and essential services. The rainfall that occurred on 12 April 2022 was 302 mm which was measured at Virginia Airport. Infrastructure within the eThekwini Municipal region has been heavily affected and as a result majority of the Metro has no essential services which include water and electricity.

C3.1.2 Description of Site and Access

The physical address of the site is as follows:

191 Johanna Rd, Peter Road
Newlands East
4037

The Contractor shall make all the necessary provisions to complete the scope of work which shall include where necessary electricity, water, sanitation, security and all associated activities.

Important Notes: -

- a) Any visitor to the sites for any reason whatsoever must report to the responsible person for the sites.
- b) Whilst on site all personal shall wear safety hard hats, safety shoes, ear plugs, mouth and nose covers and correct safety clothing according to the need.
- c) The sites are regarded as potentially hazardous as it may contain harmful or flammable gasses or liquids. the sites are strictly no smoking areas. no hot work is allowed on site except with the agreement and written approval of the engineer.



C3.1.3 High Level Scope of Works

The Northern Wastewater Treatment Works (WWTW) consist of two process streams. The older process stream has a capacity of 20 MI/d and the newer process stream has a capacity of 50 MI/d. Both of these are the quoted hydraulic capacities, and not biological loading capacities.

A high-level explanation of the processes is described below:

1. Combined inlet works consisting of screening, degritting and flow measurement
2. 20 MI/day Plant
 - 20 MI/day Vortex De-gritter
 - 20 MI/day Primary Settling Tanks
 - 20 MI/day Biological Nutrient Removal Reactor
 - 20 MI/day Secondary Sedimentation Tanks
 - Maturation Ponds
3. 50 MI/day Plant
 - 50 MI/day Aerated De-gritter
 - 50 MI/day Primary Settling Tanks
 - 50 MI/day Biological Nutrient Removal Reactor
 - 50 MI/day Secondary Sedimentation Tanks
 - Maturation Ponds
4. Combined chlorination
5. Sludge Handling
6. Combined Dissolved Air Floatation units
 - 20 MI/d BNR
 - 50 MI/d BNR
7. Primary Sludge Gravity Thickeners
8. Primary Anaerobic Digesters
9. Secondary Digesters
10. Gas Holder

11. Thickening Tanks
12. Belt Press
13. Sludge disposal on land
14. Combined sludge dewatering via belt presses

C3.1.4 Scope Objectives

The following defines the objectives of the work that is to be undertaken at the NWWTW. The objectives set out have been workshopped with eThekweni Municipality staff who have technical input in the operations and or maintenance of the NWWTW. The objectives defined below have been allocated “Phases” to allow for easier programming and control of the works.

The work to be undertaken in order to meet the objectives are proposed to take place in three phases:

Objective 1 (Phase 1)

- To ensure that effluent release from the plant does not contaminate the Umgeni River, and meet the effluent quality regulations in terms of water quality.
- To repair the damaged components of the 50 MI/d and 20 MI/d plants that will enable the full plant capacity of 70 MI/d to be achieved with efficient capital expenditure.
- To enable the quick-fix solution to sludge handling and disposal in a cost effective, efficient and environmentally sustainable manner.
- To meet the Health and Safety and environmental Regulations requirement of the plant.
- To carry out civils and structural repairs in a manner that improves or increased plant capacity.

Objective 2 (Phase 2)

- To carry out functional repairs and augmentation of the works to obtain maximum plant capacity. This will require an additional process design of each plant and the combined processes, for implementation.

Every attempt is made to include all elements for repair, refurbishment and replacement. However, some of the plant and equipment remains under water, and it is not possible to carry out a conditional assessment of these components. It is also not possible to ascertain the condition of underground services until such time that a contractor is appointed, at which point further studies can be conducted with the contractor.

The Scope of works may also change to take cognisance of these unknowns during construction, as the elements are being cleaned out and/or tested for commissioning. However, NEC4 Option F allows for management of these changes by the consultant in order to keep the project on time and within budget.

C3.1.5 Detailed Scope of Works

Head of Works

Test, Inspect & report on the following equipment, Repair/Replacement will be based on Report and instruction by Engineer.

-
- All the mesh screens.
 - Baffle plates.
 - Trash basket.
 - Penstock valves, valve spindles and handles. All gate valves to be rising spindle.
 - Mechanical front raked screens (6-8 mm).
 - 10 mm manual screen downstream of the mechanical screens retractable from channel.
 - Sluice gates - Channel mount
 - Upstream Sluice gates - Channel mount
 - Water tank and Pressure Pump complete
 - Front Rake Screens.
 - Stone trap incline conveyor.
 - Handrails.
 - Screen washer compactor & conveyor.
 - Screw pump flumes (housings).
 - Screw pump motors.
 - Actuators
 - Controls and Instrumentation.
 - Roof structure
 - Electrical repairs including lighting and power points.
 - Crawl beam with 2 Ton SWL capacity.
 - Flow Meters
 - Downstream Sluice gates – Channel Mount
 - Electrical cables.
 - Controls and instrumentation

Other Items

- Clean all concrete channels.
- Install Additional washer and compactor.

Aerated De-gritter and Sluice gates.

Test, Inspect & report on the following equipment, Repair/Replacement will be based on Report and instruction by Engineer.

- Aerated De-gritter.
- Air pipes.
- Sluice gates, actuators, valve spindles and handwheels
- Grit storage tank and suction system.
- Diffusers.
- Waterproof roof structure.
- Handrails.
- Electrical cabling.
- Electrical repairs including lighting and power points.
- Controls and instrumentation

Geiger De-gritter and Sluice gates

Test, Inspect & report on the following equipment, Repair/Replacement will be based on Report and instruction by Engineer.

-
- Geiger De-gritter.
 - Air pipes.
 - Sluice gates, actuators, valve spindles and handwheels
 - Trapezoidal grit classifier.
 - Grit tank mixers
 - 4 Ton U-shape hydraulic waste bin dolly trailer
 - 4T 55° container (bin only)
 - Grit storage tank and suction system
 - Downstream Sluice gates – Channel mount
 - Handrails.
 - Electrical cabling.
 - Electrical repairs including lighting and power points.
 - Controls and instrumentation.

Other Items

- Cleaning of the De-gritter

Blower Room

Test, Inspect & report on the following equipment, Repair/Replacement will be based on Report and instruction by Engineer.

- De-gritter aerators (compressors).
- Electrical cabling.
- Underground outlet air pipe with 150 mm diameter steel pipe.
- Blowers.
- Pressure Gauges.
- General Building Repairs
- General Electrical Repairs
- Controls and instrumentation

ALL MCC Control Panels and buildings (20 MI/day 50 MI/day plants)

Test, Inspect & report on the following equipment, Repair/Replacement will be based on Report and instruction by Engineer.

- MCC Control Panels
- VSD's.
- Controls and instrumentation
- Carry out structural repairs to buildings.
- General Electrical Repairs.
- Electrical Cabling.
- Controls and instrumentation.
- General Building repairs
- UPS

Generator Room

Test, Inspect & report on the following equipment, Repair/Replacement will be based on Report and instruction by Engineer.

- Generator complete.
- Generator control gear.
- 1.25MVA Step-Up Transformer
- 11kV, 350A Neutral Earthing Resister.
- Electrical cabling.
- General electrical repairs.
- General building repairs.
- Controls and instrumentation.

Note:

- The Engineer will ascertain the safety requirements of the generator room. If the generator room position presents a future risk to the operation of the generator, then the Engineer will submit a design for a new generator room.
- If the existing generator room does not present a future risk to the operation of the generator, then the repair of the building is to be carried out, as per the instruction of the Engineer.
- The final positioning of the generator will depend on the instruction given by the Engineer.

High and Medium Voltage Rooms and Transformer

Test, Inspect & report on the following equipment, Repair/Replacement will be based on Report and instruction by Engineer.

- Medium Voltage Switchgear including all protection equipment as set out in BOQ.
- 11kV/400V Transformers.
- Electrical cabling.
- General electrical repairs.
- General building repairs.
- Controls and instrumentation.

Note:

- The Engineer will ascertain the safety requirements of the HV and MV, and Transformer Rooms. If the buildings positions present a future risk to the operation of the plant, then the Engineer will submit a design for new buildings.
- If the existing plant rooms do not present a future risk to the operation of the plant, then the repair of the building is to be carried out, as per the instruction of the Engineer.

20 Ml/d Primary Settling Tanks (PSTs) (2 units)

Test, Inspect & report on the following equipment, Repair/Replacement will be based on Report and instruction by Engineer.

- Penstock and gate valves (with rising spindle) to and from distribution chamber
- Bottom scrapers, bridge, and guard rails
- Siphon pipes
- Bridge wheels, motors and gearbox mechanisms
- V-notch overflow weirs.
- Clear water and sludge pipes
- Penstock or gate valves to and from each primary settlement tank.
- Bridge, handrails, walkways, and deck plates.

-
- Tank Handrails.
 - Centre column bearings
 - Electrical Cabling
 - General Electrical Work
 - Controls and instrumentation.

Other items

- Empty and clean the primary settling tanks.
- Screed outer wall so that it is true and level.

2.9 20 Ml/d Biological Nutrient Removal (BNR) Reactor (6 cells)

Test, Inspect & report on the following equipment, Repair/Replacement will be based on Report and instruction by Engineer.

- Penstock and gate valves to and from the distribution chamber
- Walkway gratings
- Mixed liquor pipe
- Penstock and gate valves at confluence chamber
- Handrails
- Electrical cabling
- General electrical work
- Control and instrumentation.

Other Items

- Empty and clean the BNR. Carry out concrete repairs.
- Remove all motors, valves, and aerators.
- New aeration system.

20 Ml/d Return Activated Sludge (RAS) Pumpstation

Test, Inspect & report on the following equipment, Repair/Replacement will be based on Report and instruction by Engineer.

- Return sludge pump and motor
- Butterfly valves, gate valves and non-return valves
- Penstock valves
- Electrical cables
- Structural repairs to buildings
- General Electrical repairs
- Controls and instrumentation.

20 Ml/d Secondary Sedimentation Tanks (SSTs) (2 units)

Test, Inspect & report on the following equipment, Repair/Replacement will be based on Report and instruction by Engineer.

- Bottom scrapers, bridge, guard rails and siphon pipes
- Screed outer wall so that it is true and level.
- Bridge wheels, motors, and gearbox mechanisms
- Poly-carbon V-Notch overflow weirs for clear water overflow.
- Penstock and gate valves from the distribution at each sedimentation chamber
- Distribution chamber.

-
- Secondary effluent pipelines.
 - Walkways, handrails, and deck plates.
 - Centre Column Bearings
 - Electrical cables
 - General Electrical repairs
 - Controls and instrumentation.

Other Items

- Empty and clean the secondary sedimentation tanks.

50 Ml/d Primary Sedimentation Tanks (PSTs) (2 units)

Test, Inspect & report on the following equipment, Repair/Replacement will be based on Report and instruction by Engineer.

- Penstock and gate valves (with rising spindle) to and from distribution chamber
- Actuators.
- Bottom scrapers, bridge, and guard rails.
- Siphon pipes.
- Outer wall.
- Tank Handrails
- Bridge wheels, motors, and gearbox mechanisms
- V-Notch overflow weirs for clear water overflow.
- Clear water and sludge pipes.
- Penstock or gate valves to and from each primary settlement tank.
- Walkways, handrails, and deck plates.
- Controls and instrumentation.

Other Items

- Empty and clean the primary settling tanks.

50 Mel/d Biological Nutrient Removal (BNR) Reactor (24 cells)

Test, Inspect & report on the following equipment, Repair/Replacement will be based on Report and instruction by Engineer.

- Concrete repairs.
- Penstock and gate valves to and from the distribution chamber
- Aerators complete with reducers, motors, and baffle plates.
- Aerators with mixers.
- De-sludge Aeration Basins
- Tilting Weirs with Actuators
- Walkway gratings.
- Handrails.
- Mixed liquor pipe.
- Penstock and gate valves at confluence chamber
- Dissolved Oxygen Meter, Transmitter and Suspended probe complete with panel.
- Valves, wall mounted gate, channel gates, recycle pumps.
- A Recycle piping and pumps.
- General Electrical repairs
- Electrical Cables

-
- Controls and Instrumentation.

Other Items

- Empty and clean the BNR.

50 Ml/d Return Activated Sludge (RAS) Pumpstation (Screw pump)

Test, Inspect & report on the following equipment, Repair/Replacement will be based on Report and instruction by Engineer.

- Screw pumps and motors.
- Valves.
- Screw pump housing.
- General electrical repairs
- Electrical Cables.
- Controls and instrumentation.

50 Ml/d Secondary Sedimentation Tanks (SSTs) (4 units)

Test, Inspect & report on the following equipment, Repair/Replacement will be based on Report and instruction by Engineer.

- Bottom scrapers, bridge, guard rails and siphon pipes.
- Outer wall.
- Bridge wheels, motors, and gearbox mechanisms.
- Bridge walkways, handrails, and deck plates.
- Tank Handrails
- Poly-carbon V-Notch overflow weirs for clear water overflow
- Penstock and gate valves from the distribution each sedimentation chamber
- Centre Column Bearings
- Distribution chamber.
- Secondary effluent pipelines.
- Controls and instrumentation.

Other Items

- Empty and clean the secondary sedimentation tanks.

Combined Plant 70 Ml/d Waste Activated Sludge (WAS) Pumpstation

Test, Inspect & report on the following equipment, Repair/Replacement will be based on Report and instruction by Engineer.

- WAS pumps and motors.
- Butterfly valves, gate valves and non-return valves.
- Electrical cabling.
- General Building repairs to buildings
- General electrical repairs including lighting and power points.
- Controls and instrumentation.

Combined Plant 70 Ml/d Dissolved Air Floatation (DAF) Unit

Test, Inspect & report on the following equipment, Repair/Replacement will be based on Report and instruction by Engineer.

- DAF pumps and motors.
- Electrical cables.
- Penstock and gate valves.
- Structural repairs to buildings.
- General electrical repairs including lighting and power points.
- Saturation equipment.
- Controls and instrumentation

Other Items

- Optimize design of DAF and calibrate unit to meet the process design requirements for the combined plant.

Combined Plant 70 Ml/d DAF Pumpstation

Test, Inspect & report on the following equipment, Repair/Replacement will be based on Report and instruction by Engineer.

- DAF pumps and motors.
- Electrical Cables.
- Pipework.
- Butterfly valves, gate valves and non-return valves.
- Penstock valves.
- Buildings Structure.
- General electrical repairs including lighting and power points.
- Controls and Instrumentation

Maturation Pond

- Dredge maturation pond and grade pond beds to fall.
- As a parallel task, consider planting a reed-bed or installing a concrete block lining to improve efficiency of use and maintenance.

Chlorination Building

Test, Inspect & report on the following equipment, Repair/Replacement will be based on Report and instruction by Engineer.

- Structural and building repairs.
- Chlorine dosing system.
- General Electrical repairs
- Flow meters
- Controls and instrumentation.

Other Items

- Detailed design of the chlorination building, including construction drawings and specifications.

Admin Building

- Control Room Workstations
- Scada System (Hardware and software)
- PLC Panel
- Distribution Board
- Cable entries
- Airconditioning Units
- UPS Unit
- Lights, plugs and fittings.
- Windows
- Doors
- Painting (Walls and Floor)
- Fibre Optic cabling

First Fix Sludge Handling

Test, Inspect & report on the following equipment, Repair/Replacement will be based on Report and instruction by Engineer.

- De-sludge Tanks.

Other Items

- Portable trailer mounted dewatering press unit at the head of the sludge handling facility to treat and dewater the sludge to acceptable limits, before disposing of the dry sludge at the drying beds.

Raw Sludge Pump Station

Test, Inspect & report on the following equipment, Repair/Replacement will be based on Report and instruction by Engineer.

- Dewatering pump-sets.
- Butterfly valves, gate valves and non-return valves
- Structural repairs.
- General electrical repairs including lighting and power points.
- Electrical cabling.
- Structural/Building Repairs
- Controls and instrumentation.

Primary Sludge Thickener Pump Station

Test, Inspect & report on the following equipment, Repair/Replacement will be based on Report and instruction by Engineer.

- Submersible dewatering pump-sets.
- Sludge thickener pump sets.
- Butterfly valves, gate valves and non-return valves
- Structural/Building repairs.
- General electrical repairs including lighting and power points.
- Electrical cabling.
- Controls and instrumentation.

Sludge Overflow Pump Station

Test, Inspect & report on the following equipment, Repair/Replacement will be based on Report and instruction by Engineer.

- Submersible dewatering pump-sets.
- Sludge overflow pump sets.
- Butterfly valves, gate valves and non-return valves
- Structural repairs.
- General electrical repairs including lighting and power points.
- Electrical Cabling.
- Controls and instrumentation.

Sludge Transfer Pump Station

Test, Inspect & report on the following equipment, Repair/Replacement will be based on Report and instruction by Engineer.

- Submersible dewatering pump-sets.
- Sludge transfer pump sets.
- Butterfly valves, gate valves and non-return valves
- Structural repairs.
- Replace all damaged lighting equipment.
- General electrical repairs including lighting and power points.
- Electrical Cabling.
- Controls and instrumentation.

Primary Sludge Gravity Thickeners

Test, Inspect & report on the following equipment, Repair/Replacement will be based on Report and instruction by Engineer.

- Screening system feeding to the thickeners.
- Picket fencing and weirs.
- Primary sludge thickeners.
- Rotating bridge, handrails, and walkways.
- Scraper arm and blades.
- Tank Handrails
- Centre column bearings
- Structural repairs.
- General electrical repairs
- Electrical cabling
- Controls and Instrumentation

Other Items

- Clean the primary thickeners by transferring the sludge to the portable sludge handling facility.

Primary Anaerobic Digesters

Test, Inspect & report on the following equipment, Repair/Replacement will be based on Report and instruction by Engineer.

- Mixing system complete
- Primary anaerobic digesters.
- General electrical repairs including lighting and power points.
- Electrical Cabling.
- Controls and instrumentation.

Other Items

- Clean the three primary anaerobic digesters.

Gas Holder and Flare

Test, Inspect & report on the following equipment, Repair/Replacement will be based on Report and instruction by Engineer.

- Roof
- Gas pipework

Other Items

- Degas the gas holder by flaring and open all valves to expunge all methane gas.

Homogenous tanks 1 and 2

Test, Inspect & report on the following equipment, Repair/Replacement will be based on Report and instruction by Engineer.

- Homogenous tanks 1 and 2.

Other Items

- Clean the homogenous tanks 1 and 2

Belt Press and Feed Pump Station

Test, Inspect & report on the following equipment, Repair/Replacement will be based on Report and instruction by Engineer.

- Submersible dewatering pump-sets.
- Butterfly valves, gate valves and non-return valves
- Belt presses.
- Structural repairs.
- General electrical repairs including lighting and power points.
- Electrical Cabling.
- Controls and instrumentation.

Hydrocyclone De-Gritters

- Hydrocyclone de-gritters.

New Sludge Drying Beds

- New Sludge Drying Beds.

General Repairs to Building

This is applicable to ALL buildings at the wastewater works site.

- Windows
- Doors
- Painting (Walls and Floor)
- Rails on stairs
- Exterior face brick walls.
- Waterproofing
- Gutters and downpipes.

Civils Construction

This is applicable to all civil aspects within the site boundary of the NWWTW.

- Stormwater inlets
- Stormwater drains
- Kerbs
- Road surfacing,
- Earthworks to allow for drainage of excess stormwater.
- Palisade fence panels.
- Electrical Sleeves.
- Area Lights
- Area Cameras.

Second Class Water Pumpstation

- Submersible wastewater pumps.
- Centrifugal pumps.
- Valves
- Vertical multistage pumps including booster tanks.
- Pressure Vessels
- Air-dryers
- Compressor
- General Building repairs
- General electrical repairs
- Controls and instrumentation

Staging of Works

It is recommended that the work be staged as follows for Phase 1:

1. All front raked screens at the Inlet Works (repair stone trap + trash racks upstream of mechanical screens)
2. Repair of the washer compactor at the Inlet Works
3. Repair of the 50MI/d de-gritting system (additional trapezoidal grit classifier and associated pipework installed)
4. All scope for the 50MI/d BNR
5. 50MI/d RAS Pump station
6. PSTs and SSTs of the 50MI/d stream
7. Replace the disinfection building and system
8. Maturation Pond
9. Repair of the 20MI/d de-gritting system

-
10. All scope for the 20MI/d BNR
 11. 20MI/d RAS Pump station
 12. PSTs and SSTs of the 20MI/d stream
 13. Sludge Management system – Primary Sludge (thickener, primary digester mixing pumps, dewatering plant, and poly plant)
 14. Sludge Management system – Waste Activated Sludge (DAF unit included)
 15. Install additional washer compactor at the Inlet Works (and hydro-conveyor)
 16. Second class water plant (critical to the operation of head of works and dewatering)

Phase 1 Notes

It is anticipated that Phase 1 will take 6-8 months to complete, after appointment of a suitable contractor. However, there are many long lead time activities, particularly in the procurement of plant and equipment from abroad. Therefore, the implementation of all of these items may not necessarily occur before the end of the 8 months.

Due to the nature of the works, it is not possible to identify exact procurement timelines at this point, however the contractor together with the consultant will ensure using the aforementioned staggering that long lead ticket items will be undertaken at inception phase to avoid unnecessary delays.

Furthermore, the consultant together with the contractor will use the aforementioned staggering to identify priority works to ensure that effluent release from the plant does not contaminate the Umgeni River and meet the effluent quality regulations in terms of water quality.

At the end of each stage of construction, the Contractor is to provide training on the operations of the installations for handover to the relevant operations staff, as directed by the EWS. The Contractor is also to provide three hard copies and one electronic copy of all training, operations and maintenance manuals to the EWS via the professional team.

Phase 2 Notes

During Phase 2 of the project, a plant optimisation will be modelled to increase the capacity of the existing plant, without undermining any of the work undertaken under Phase 1. The Engineer will submit detailed designs and specification for this works.

It is anticipated that Phase 2 will take 12 months to complete, but the design will take place in parallel with Phase 1.

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.

Following must be noted, adhered and complied with, with reference to the materials and quality of workmanship:

- The materials and workmanship shall be to the standard required by this Department's Standard Specifications and executed to the satisfaction of the Project Manager.
- The EWS Project Manager reserves the right to carry out material tests during the progress of this contract. The contractor will be liable for the costs of such tests should the material fail to comply with the EWS Specification.

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 each issued work package his programme of works as per the contract data. 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.

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](#) and special non-working days as specified in the in the Contract Data.

PS.1.2 Requirements for Accommodation of Traffic

PS.1.2.1 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.1.2.2 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.1.2.3 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.1.2.4 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.1.2.5 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.1.2.6 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

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.

PS.2.4 Accommodation of Services

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 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.3.2 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

PS.4.1 Blockage of Foul Water Sewers

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

PS.5 STORMWATER

PS.5.1 Blockage Stormwater Sewers

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

PS.6 ELECTRICAL PLANT

PS.6.1 General

Various types of electrical cables including high voltage, low voltage, street lighting and domestic connection cables are affected by the contract. The laying, relocation and jointing of all cables will be carried out by eThekwini 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 eThekwini 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 eThekwini Electricity or their agents. It is a requirement that the street lighting be operational at all times.

PS.6.3 MV / LV Cables

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

PS.6.4 Relocation of Existing Services

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

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

No work to Telkom / Neotel Plant is envisaged, but the tenderers attention is drawn to the fact

that Telkom / Neotel copper cables and fibre optic cables are existing in the contract area.

PS.8 CCTV PLANT

Work to CCTV Plant is envisaged, but the tenderers attention is drawn to the fact that CCTV cables and fibre optic cables are existing in the contract area.]

PS.9 MANAGEMENT OF THE ENVIRONMENT

The Contractor shall pay special attention to the following:

PS.9.1 Natural Vegetation

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

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

PS.9.2 Fires

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

PS.9.3 Environmental Management Plan

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

PS.10 OCCUPATIONAL HEALTH AND SAFETY

PS.10.1 General Statement

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

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.

C3.3: STANDARD SPECIFICATIONS

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

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

C3.3.2 AMENDMENTS TO THE STANDARD SPECIFICATIONS

INTRODUCTION

In certain clauses the standard, standardized and particular specifications allow a choice to be specified in the project specifications between alternative materials or methods of construction and for additional requirements to be specified to suit a particular contract. Details of such alternative or additional requirements applicable to this contract are contained in the individual work packages to be issued after award.

C3.4: PARTICULAR SPECIFICATIONS

In addition to the Standardized and Project Specifications the following Particular Specifications / Policies shall apply to this contract:

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

C3.5: CONTRACT AND STANDARD DRAWINGS

C3.5.1 CONTRACT DRAWINGS / DETAILS

The link to the drawings can be gained from the employer's agent and can be accessed by the tenderers to attain all current drawing information for the Northern Wastewater Treatment Works. Specific design drawings will be issued as part of the work packages.

C3.6: ANNEXURES

“There are no Annexures”

PART C4: SITE INFORMATION**C4.1 LOCALITY PLAN**

Insert Locality plan here

**C4.2 CONDITIONS ON SITE**

There is no specific geotechnical information or other site information.

C4.3 TEST RESULTS

There are no specific test results.