



CLUSTER
Human Settlement, Engineering, and Transport
UNIT
Engineering
DEPARTMENT
Roads Provision

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 website

Contract No: 1R-30909

Contract Title: Maintenance of Category A, B and C Bridges within eThekweni Municipality

Est. CIDB Grade/ Class: 5 CE

CLARIFICATION MEETING AND QUERIES

Clarification Meeting: Compulsory Clarification Meeting will be held Boardroom 214, 30 Archie Gumede Place, Stamford Hill, Durban on [31 March 2025] at [10:00 am]. Questions and answers from the clarification meeting will be consolidated and posted on eTenders/Municipal website for the benefit of all tenderers by 17 April 2025.

Meeting Location, Date, Time: Boardroom 214, 30 Archie Gumede Place, Stamford Hill, Durban
On 31 March 2025 at 10:00 AM

Queries can be addressed to: Name: Esona Nyakambi
The Employer's Agent's: Tel: 031 311 7606
Representative: eMail: esona.nyakambi@durban.gov.za

TENDER SUBMISSION

The Tender Offer ("hard copy") shall be delivered to:

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

Closing Date/ Time: Friday, 25 April 2025 at 11h00

Tender Offers submitted via any means other than that stated in the Tender Data will be deemed invalid

Issued by:

ETHEKWINI MUNICIPALITY

Deputy Head: Roads Provision

Date of Issue: 01/07/2024

Document Version 23/10/2024 (RP)

FOR OFFICIAL USE ONLY

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

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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 Maintenance of Category A, B and C bridges within eThekweni Municipality.

Subject	Description	Tender Data
Employer	The Employer is the eThekweni Municipality as represented by: Deputy Head: Roads Provision	F.1.1.1
Tender Documents	Documentation is to be downloaded from the National Treasury's eTenders website or the eThekweni Municipality Website : <ul style="list-style-type: none"> • https://www.etenders.gov.za/ • https://www.durban.gov.za/pages/business/procurement 	F.1.2
CIDB Eligibility	It is <u>estimated</u> that Tenderers should have a CIDB contractor grading designation of 5 CE (or higher).	F.2.1.1
Clarification Meeting	Boardroom 214, 30 Archie Gumede Place, Stamford Hill, Durban On 31 March 2025 at 10:00 AM	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: Name: Esona Nyakambi Tel: 031 311 7606 eMail: esona.nyakambi@durban.gov.za	F.2.8
Submitting a Tender Offer	The Tender Offer shall be delivered to: The Tender Box in the foyer of the Municipal Building, 166 KE Masinga Road, Durban	
	Tenderers are also required to make an electronic submission via the eThekweni Municipality JDE System (SSS Module) . <ul style="list-style-type: none"> • Tenderers must ensure that the hard copy and electronic submission are the same, failing which the submission will be deemed invalid. • Tenderers are responsible for resolving all access rights and submission queries on the JDE System before the tender closing date/ time. Reference should be made to Part T1.1.2 and Clause F.2.13 of the Tender Data.	F.2.13
Closing Time	The Tender Offer ("hard copy") shall be delivered, and the electronic submission completed, both on or before Friday, 25 April 2025 , at or before 11h00 .	F.2.15
Evaluation of Tender Offers	The 80/20 Price Preference Point System, as specified in the SCM Policy 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 stated in the Tender Data

Submission of tender offers

Tender Offers are to be delivered, in “hard copy” format, to the Delivery Location as stated in the Tender Data F.2.13.

In addition to the above, **Tender Offers are also to be SUBMITTED ELECTRONICALLY** (uploaded) on the eThekweni Municipality JDE System (Supplier Self Service (JDE-SSS) Module).

Bidders are responsible for resolving all access rights and submission queries on the JDE System before the tender closing date/ time, as stated in the Tender Data.

Reference is to be made to **Clause F.2.13 of the Tender Data** that specifies compliance requirements.

Viewing the Tender opening schedule

Users on the **JDE System** will be able to view the **Tender Opening Schedule** for each closed Tender.

The tender opening schedule will also be made available on the eThekweni Municipal website at URL:

<https://www.durban.gov.za/pages/business/publication-of-received-bids>

T1.1.3: NOTES TO TENDERERS

These “**Notes to Tenderers**” are intended to provide guidance to Tenderers regarding tendering obligations and requirements. Compliance requirements are stated in the relevant parts of the **Tender Data (T1.2)**.

eThekwini Supply Chain Management Policy (SCMP)

The requirements as stated in the Employer’s SCM Policy include, but are not limited to, the following:

1) Clause 14(4): ETM Supplier Database

The eThekwini Supply Chain Management Policy requires suppliers/ service providers/ contractors to be registered on the eThekwini Municipality’s Supplier Database (Vendor Portal).

In the event of the Tenderer not being registered on the eThekwini Municipality’s Supplier Portal, 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 is to be noted:

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

2) Clause 20(1)(d)(i): Audited Financial Statements

Audited financial statements, if it is required by law, for the past three years or since their establishment if established during the past 3 years, but only if the value of the transaction is expected to exceed R10 million (VAT included) Audited or Annual Financial Statement must be included with the tender submission.

3) Clause 20(1)(d)(iii): Contracts Awarded during the past 5 Years

Tenderers are to include with their submission a listing of any contracts awarded to the Tenderer during the past 5 years, including particulars of any material non-compliance or dispute concerning the execution of the contracts. Tenderers are referred to **Returnable Form T2.2.3**.

4) Clause 20(1)(d)(ii), Clause 28(1)(c) and Clause 29(10): Municipal Fees

Tenderers are to refer to **Returnable Form T2.2.12: “Declaration of Municipal Fees”**, to certify that they have no undisputed commitments for municipal services towards any municipality. Prior to an award, a Tenderer’s municipal rates and taxes cannot be in arrears. Should a Tenderer be in arrears with respect to municipal services and has formalised an agreement with the respective municipality to offset the arrears, the agreement must be in place at time of tender closing.

5) Clause 28(2)(d), Clause 28(2)(h) and Clause 29(12): Certifications and Registrations

CIDB Registration and Status, B-BBEE Certificates, and Tax Compliance Status PINs must be valid at tender closing, and before final award.

The Tenderer’s Tax Compliance Status, CIDB Registration and Status (if required), and B-BBEE Level Status (if required), will be verified using the National Treasury Central Supplier Database (CSD). Tenderers are referred to **Returnable Form T2.2.1**.

It is the Tenderer's responsibility to ensure that their data on the CSD is kept updated and correctly reflects the status of the tendering entity.

6) Clause 28(2)(e): Joint Ventures (JV)

Each party of a JV must submit separate Tax Compliance Status PINs.

Also, and unless otherwise stated, the requirements for a single entity submission in terms of documentation requirements, will apply to each member of a JV making a submission.

As proof that a JV has been formalised, or that the parties to the JV agree to formalise the JV should they be successful in being recommended for the award of this tender, Tenderers are referred to **Returnable Form T2.2.10**.

CIDB Regulation 25(8)

- 7) 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. Tenderers are referred to **CIDB Inform Practice Note #32: "Application of the Potentially Emerging (PE) Status"**.

Test for Responsiveness

- 8) In this regard, Tenderers are referred to **Clause F.3.8 of 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 **eThekwini Municipality** as represented by:
Deputy Head: **Roads Provision**

F.1.2 Tender documents:

The Tender Documents issued by the Employer comprise:

- 1) This procurement document.
- 2) The **Conditions of Contract** identified in Section C1.2.1.1. Tenderers/ Contractors are required to obtain their own copies.
- 3) The **Specifications** identified in Section C3.3.1. Tenderers/ Contractors are required to obtain their own copies.
- 4) **Drawings**, if applicable, 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 Supply Chain Management Policy (as at advertising date).
 - 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 Website** at URL:

- <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).

F.1.4 Communication and employer's agent:

The Employer's Agent is:

Name: Peter Fenton
Tel: 031 311 7671
eMail: peter.fenton@durban.gov.za

The Employer's Agent's Representative is:

Name: Esona Nyakambi
Tel: 031 311 7606
eMail: esona.nyakambi@durban.gov.za

The Tenderer's contact details, as indicated on **Returnable Document T2.2.1: "Compulsory Enterprise Questionnaire"**, shall be deemed as the only valid contact details for the Tenderer for use in communications between the Employer's Agent and the Tenderer during tender evaluation.

F.1.6 Procurement procedures:

The competitive negotiation procedure shall be applied.

F.2: TENDERER'S OBLIGATIONS

F.2.1 Eligibility:

Entities may only submit one (1) tender offer, either as a single tendering entity or as a partner of a joint venture. Should a tendering entity submit more than one (1) tender, **all** submissions by that tendering entity, including submissions where the entity is a partner of a joint venture, will be deemed not to be eligible.

F.2.1.1 Eligibility: General

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

- (a) In the event of a Compulsory Clarification Meeting:
 - i) the Tenderer fails to attend the Compulsory Clarification Meeting.
 - ii) the Tenderer fails to have **Returnable Document T2.2.2: "Certificate of Attendance at Clarification Meeting / Site Inspection"** signed by the Employer's Agent or their representative.
- (b) at the time of tender closing, the Tenderer is not registered on the **National Treasury Central Supplier Database (CSD)** and the **eThekwini Municipality Supplier Portal**. In the case of a Joint Venture, this requirement will apply individually to each party in the Joint Venture.
- (c) in the case of Joint Venture (JV) submissions, two or more JV entities have common directors / shareholders or common entities tendering for the same works.

F.2.1.2 Eligibility: CIDB

Tenderers are to reference the provisions of **Clause F.2.23: “Certificates”** and **Returnable Document T2.2.15: “Verification of CIDB Registration and Status”** with respect to CIDB registration.

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

Joint ventures are eligible to submit tenders provided that:

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

F.2.1.3 Eligibility: Tenderer’s Experience

Tenderers are to complete and sign **Returnable Form T2.2.16: “Eligibility: Experience of Tenderer”** (3 pages).

Only those Tenderers that can demonstrate experience and submit 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.

- **Table 1: The Experience Requirement** is specified on this table.
- **Table 2:** The experience is to be **Similar in Nature** to that specified on this table. Tenderers are to note the exclusions (if any) stated on this table.
- **Table 3: The Documentation/ Information** that is required to be included in this submission is specified on this table (which includes the Notes below the table).
- Tenderers may submit experience gained as **Sub-Contractors or Main Contractors**.
- **Guidance** on the completion of the **Experience Submission Form** is provided on the first page of **Returnable Form T2.2.16**.

Tenderers are to indicate the documentation that has been included in the tender submission, in support of each experience submission, in the shaded column on page 43.

Should there be insufficient evidence for verification of the information submitted for any specific experience submission, that experience submission will be deemed invalid.

Table 1: Experience Requirement

Contract(s), with works of a similar nature, within the past 10 years, where the combined value of completed work is at least 50% of the tender value submitted for this tender on the **Form of Offer (C1.1.1)**.

A minimum of 3 contracts, with works of a similar nature, within the past 10 years, each with a value of 50% of the tender value submitted for this tender on the **Form of Offer (C1.1.1)**.

Table 2: Works of a Similar Nature**Provision or Maintenance of Road-Related Structures**

- Projects of a similar nature that will be considered will be one, or a combination of, the following types of projects:
 - Retaining walls (reinforced concrete, masonry, gabion, proprietary block systems etc).
 - Reinforced concrete construction.
 - Reinforced concrete repairs (spalling, member replacement, use of specialist products etc).
 - Structural steel construction and repairs and application of steel protection systems.
 - Specialist proprietary product repair systems or approved product applicator for specific specialist proprietary products.
 - Reinforced concrete pedestrian bridges.
 - Structural steel pedestrian bridges.
 - Reinforced and prestressed concrete pedestrian and road bridges.

Table 3: Documentation / Information Requirements

Note: an "X" in this table indicates that the associated documentation should be provided, if applicable.	Works as Sub-Contractor		Works as Main Contractor	
	Current Contracts	Completed Contracts	Current Contracts	Completed Contracts
Proof of Sub-Contract Agreement. See Note 1.	X	X	-	-
Letter of Award OR Form of Offer & Acceptance. See Note 2.	-	-	X	X
Most recent Payment Certificate (with Quantities Breakdown) OR (Invoice with Quantities summary). See Note 3.	X	-	X	-
Final Payment Certificate (with Quantities Breakdown) OR (Invoice with Quantities summary). See Note 4.	-	X	-	X
Completion Certificate. See Note 5.	-	-	-	X
Scope of Work. See Note 6.	To be indicated on individual experience submission form			

NOTES (for Table 3)

1. To include the names of the parties, the managing entity's name, the effective dates, and the signature(s) page, all pertaining to the agreement.
2. Issued by the Client / Employer.
3. Proof of the most recent payment received from the Main Contractor or Client/ Employer, OR the most recent submitted INVOICE. A summary breakdown of quantities is to accompany the most recent payment OR the most recent submitted INVOICE.
4. Proof of the final payment received from the Main Contractor or Client/ Employer, OR the most recent submitted INVOICE. A summary breakdown of quantities is to accompany the most recent

payment OR the most recent submitted INVOICE.

5. Issued by the Client/ Employer.
6. If executed as a Sub-Contractor, the Scope-of-Work should be indicative of only the works carried out by the Sub-Contractor, and not the overall Scope-of-Work of the main contract.
If executed as a Main Contractor, the overall contract Scope-of-Work is to be indicated.

F.2.2.2 The cost of the tender documents:

Replace this paragraph with the following:

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

F.2.6 Acknowledge addenda:

Add the following paragraphs:

Addenda will be published on the **eThekwini Municipality website** as stated in Clause F.1.2. Tenderers are to ensure that this 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.

F.2.7 Clarification meeting:

**Boardroom 214, 30 Archie Gumede Place, Stamford Hill, Durban
On 31 March 2025 at 10:00 AM**

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

F.2.12 Alternative tender offers:

No alternative tender offers will be considered.

F.2.13 Submitting a tender offer:

The signed Tender Offer (“hard copy”) is to be sealed in an envelope, addressed to the City Manager, marked with the **identification details** and be delivered to the **delivery address**, both as stated below.

Tender Offers are to be delivered, in “hard copy” format, to **delivery address**:
the Tender Box in the foyer of the Municipal Building, 166 KE Masinga Road, Durban

Identification details to be shown on the hard copy package are:

- Contract No. : **1R-30909**
- Contract Title : **Maintenance of Category A, B and C Bridges within eThekwini Municipality**

In addition to the above, Tender Offers are also to be **SUBMITTED ELECTRONICALLY** (uploaded) on the eThekwini Municipality **JDE System** (Supplier Self Service (SSS Module)). For information pertaining to the JDE System, Tenderers are referred to Section T1.1.2.

The Tender documentation, issued by the eThekweni Municipality (refer to F.1.2), is to be printed in its entirety. Printing should be done on white A4 paper, with printing on only one side of the paper. (It is suggested that the Tender documentation is not stapled, or punched for filing, prior to scanning, as this could affect the scanning process.)

After completion and signature (using **BLACK INK**), the entire Tender document is to be scanned to a single PDF (**P**ortable **D**ocument **F**ormat) document, at a resolution of 300 DPI (dots per inch). The PDF document is to be uploaded via the (Tender specific) upload option on the JDE System (SSS Module).

- Tenderers must ensure that the hard copy and electronic submission are the same, failing which the submission will be deemed invalid.
- Tenderers are responsible for resolving all access rights and submission queries on the JDE System before the tender closing date/ time (F.2.15).

Tender Offer delivery, and the electronic submission on the JDE System, are both to be completed on or before the closing date/ time stated in the Tender Data.

The submissions of Tender Offers via any means other than those stated above will not be accepted, and those that are will be deemed invalid.

A two-envelope procedure is required.

F.2.15 Closing date and time:

The closing time is:

- **Date : Friday, 25 April 2025**
- **Time : 11h00**

The **delivery of the hard copy AND** the completion of the requirements on the **JDE System (SSS Module)** must be completed prior to the Tender **closing date and time** as stated above. Any Tender Offer submitted thereafter will not be considered.

F.2.16 Tender offer validity:

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

F.2.23 Certificates:

Refer to **T2.1: “List of Returnable Documents”** 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 a printout of the required documents/ certificates.

Compensation Commissioner

Reference is to be made to **Returnable Document T2.2.13: “Registration with Compensation Commissioner”**.

If required to be registered, in terms of the Occupational Injuries and Diseases Act (130 of 1993 as amended), 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.

Should the Tenderer's **Letter of Good Standing** be expired at time of tender closing, but an application for renewal has been made, the Tenderer is to include the expired **Letter of Good Standing** AND proof of application for renewal.

Separate **Letters of Good Standing** are required for each party to a Joint Venture.

Central Supplier Database (CSD)

Reference is to be made to **Returnable Document T2.2.14: "CSD Registration Report"**.

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

The date of the report, as indicated at the top right of each page, should be on or after the date of advertising of this tender.

Separate **CSD Registration Reports** are required for each party to a Joint Venture.

CIDB Registration (if applicable)

Reference is to be made to **Returnable Document T2.2.15: "Verification of CIDB Registration and Status"**.

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

Separate **CIDB Registration printouts** are required for each party to a Joint Venture.

The date of obtaining the CIDB printout(s) is to be indicated on the printout, and the Tenderer's registration with the CIDB must be reflected as "Active" as at the date of tender closing.

The **Joint Venture Grading Designation Calculator** printout should be included when making a submission as a Joint Venture:

(<https://registers.cidb.org.za/PublicContractors/JVGradingDesignationCalc>)

F.3: THE EMPLOYER'S UNDERTAKINGS

F.3.1.1 Respond to requests from the tenderer:

Response will be in three working days.

F.3.2 Issue addenda:

Addenda will be published on the **eThekwini Municipality Website** (refer to **Clause 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.

The tender opening schedule will also be made available on the eThekwini Municipal website at URL: <https://www.durban.gov.za/pages/business/publication-of-received-bids>

F.3.8 Test for Responsiveness:

F.3.8.3 “Unless otherwise stated in the tender documentation, the following will be deemed as non-material deviations or omissions, applicable to the submission of documentation:

- non-submission of required documentation (including attachments).
- the submission of expired versions of required documentation.
- the submission of incomplete, or unsigned, returnable documentation.”

“The above is applicable to the following returnable documents:

- T2.2.1: Compulsory Enterprise Questionnaire
- T2.2.3: Contracts Awarded by Organs of State in the past 5 years
- T2.2.4: Contractor's Health and Safety Declaration
- T2.2.5: MBD 4: Declaration of Interest
- T2.2.6: MBD 5: Declaration for Procurement Above R10 Million
- T2.2.8: MBD 8: Declaration of Bidder's Past SCM Practices
- T2.2.9: MBD 9: Certificate of Independent Bid Determination
- T2.2.10: Joint Venture Agreements (if applicable)
- T2.2.12: Declaration of Municipal Fees
- T2.2.13: Registration with Compensation Commissioner
- T2.2.14: CSD Registration Report
- T2.2.15: Verification of CIDB Registration and Status”

F.3.8.4 “Should the Employer require the rectification of the non-conforming, non-material, deviation(s) and/ or omission(s), the Tenderer will be requested to address such rectification, within a specified time period, prior to the award of the contract. Failure to provide the rectified documentation, within the specified time period, will result in the tender offer being deemed non-responsive.”

F.3.8.5 It is highlighted that any request for the rectification of deviations or omissions cannot:

- detrimentally affect the scope, quality, or performance of the works identified in the Scope of the Work,
- significantly change the Employer's or the Tenderer's risks and responsibilities under the contract,

- affect the competitive position of other Tenderers presenting responsive tenders, if the deviation or omission was rectified.

F.3.11 Evaluation of Tender Offers:

Eligibility

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

Preference Point System

The financial offer will be reduced to a comparative basis using the **Tender Assessment Schedule**.

The procedure for the evaluation of responsive tenders is **PRICE AND PREFERENCE**, in accordance with the Employer's current SCM Policy.

Price Points

The **80/20** preference points system will be applied. The Formula used to calculate the **Price Points (max. 80)** will be according to that specified in the Employer's SCM Policy.

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 claimed for **Specific Goals** as indicated in the table(s) below, according to the specified **Goal/ Category Weightings**.

- **Ownership Goal**

Goal Weighting: 80%

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

Ownership Categories	Criteria	80/20
Race: Black (w1)	Equals 0%	0
	Between 0% and 51%	5.12
	Greater or equal to 51% and less than 100%	10.24
	Equals 100%	12.8
Gender: Female (w2)	Equals 0%	0
	Between 0% and 51%	1.28
	Greater or equal to 51% and less than 100%	2.56
	Equals 100%	3.2

Maximum Ownership Goal Points: 16

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

- w1 = 80%, w2=20% (where: w1 + w2 = 100%)

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

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

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

Goal Weighting: 20%

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

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

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

- CSD report

F.3.13 Acceptance of tender offer:

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

- (a) The Tenderer's municipal rates and taxes are not in arrears, or they have made arrangements to meet outstanding municipal fee obligations.
- (b) The Tenderer's tax compliance status has been verified, or they have made arrangements to meet outstanding tax obligations.
- (c) If applicable, the Tenderer is **registered**, and "**Active**", with the **Construction Industry Development Board** in an appropriate contractor grading designation.
- (d) If required to be so registered, the Tenderer is **registered and is in good standing with the compensation fund or with a licensed compensation insurer**, as applicable to the requirements of The Occupational Injuries and Diseases Act.
- (e) The Tenderer or any of its directors/ shareholders are **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.
- (f) The Tenderer has not:
 - i) Abused the Employer's Supply Chain Management System; or
 - ii) Failed to perform on any previous contract and has been given a written notice to this effect.
- (g) The Tenderer has completed **Returnable Document T2.2.1: "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.
- (h) 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 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 referred to the requirements as stated in Clause F.2.13 of the Tender Data.

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.

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 and signed as required.

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

T2.1.2 Returnable Schedules, Forms and Certificates

Entity Specific

T2.2.1	Compulsory Enterprise Questionnaire	21
T2.2.2	Certificate of Attendance at Clarification Meeting/ Site Inspection	22
T2.2.3	Contracts Awarded by Organs of State in the past 5 years	23
T2.2.4	Contractor's Health and Safety Declaration	24
T2.2.5	MBD 4: Declaration of Interest	26
T2.2.6	MBD 5: Declaration for Procurement Above R10 Million	28
T2.2.7	MBD 6.1: Preference Points Claim Form ITO the Preferential Regulations	29
T2.2.8	MBD 8: Declaration of Bidder's Past SCM Practices	31
T2.2.9	MBD 9: Certificate of Independent Bid Determination	33
T2.2.10	Joint Venture Agreements (if applicable)	36
T2.2.11	Record of Addenda to Tender Documents (if applicable)	37
T2.2.12	Declaration of Municipal Fees	38
T2.2.13	Registration with Compensation Commissioner	39
T2.2.14	CSD Registration Report	40
T2.2.15	Verification of CIDB Registration and Status	41
T2.2.16	Experience of Tenderer	42

T2.2 RETURNABLE SCHEDULES, FORMS, AND CERTIFICATES

The returnable schedules, forms, and certificates, as listed in T2.1.2, can be found on pages 22 to 46.

NOTE

The following forms in the **Contract Part** of the Documentation are also required to be completed by the Tenderer:

- C1.1.1: **Form of Offer,**
- C1.2.2.2: **Data to be Provided by Contractor, and**
- C2.2: **Bill of Quantities.**

T2.2.1 COMPULSORY ENTERPRISE QUESTIONNAIRE

Ref	Description	Tenderer to Complete	
1.1	Name of enterprise		
1.2	Name of enterprise's representative		
1.3	Email address of representative		
1.4	Contact numbers of representative	Tel:	Cell:
1.5	National Treasury Central Supplier Database Registration number	MAAA	
1.6	VAT registration number, if any:		
1.7	CIDB registration number, if any:		
1.8	Department of Labour: Registration number		
1.9	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.	Personal income tax No. *
2.1			
2.2			
2.3			

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 MBD 4, MBD 6, MBD 8, and MBD9 issued by National Treasury must be completed for each tender and be included as a tender requirement.

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

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

NAME (Block Capitals):

Date

SIGNATURE:

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

Reference is to be made to Clauses F.2.1.1(a) and F.2.7 of the Tender Data.

This is to certify that:

(entity 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:

T2.2.4 CONTRACTOR'S HEALTH AND SAFETY DECLARATION

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

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

Declaration by Tenderer

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

	Circle Applicable	
	Yes	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:	Yes	NO
(c) From outside sources by appointment of competent specialist Subcontractors as detailed in 4(c) hereafter:	YES	NO

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

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

NAMES OF COMPETENT PERSONS	POSITIONS TO BE FILLED BY COMPETENT PERSONS

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

(i) By whom will training be provided?

--

(ii) When will training be undertaken?

--

(iii) 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 OHS 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 OHS 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 OHS 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.

Circle Applicable	
YES	NO

3.8 Are you presently in the service of the state?

If yes, furnish particulars:

.....

3.9 Have you been in the service of the state for the past twelve months? 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
1.0 Are you by law required to prepare annual financial statements for auditing?	YES NO
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?	YES NO
2.1 If NO, this serves to certify that the bidder has no undisputed commitments for municipal services towards any municipality for more than three months or other service provider in respect of which payment is overdue for more than 30 days.	
2.2 If YES, provide particulars.	
3.0 Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract?	YES NO
3.1 If YES, provide particulars.	
4.0 Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic?	YES NO
4.1 If YES, provide particulars.	

If required by 1.1 above, Tenderers are to include, at the back of their tender submission, 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 SCM Policy)**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 REQUIREMENTS.

1.0 GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to invitations to tender:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included).
 - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- 1.2 The applicable preference point system for this tender is the 80/20 preference point system.
- 1.3 Preference Points for this tender shall be awarded for:
- **Price and Specific Goals:** Either 80 or 90 (price) and 20 or 10 (specific goals), in terms of 1.2 above.
 - The total Preference Points, for Price and Specific Goals, is 100.
- 1.4 Failure on the part of the Tenderer to submit the required proof or documentation, in terms of the requirements in the Conditions of Tender for claiming specific goal preference points, will be interpreted that preference points for specific goals are not claimed.
- 1.5 The Municipality reserves the right to require of a Tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard of preferences, in any manner required by the Municipality.

2.0 DEFINITIONS

- 2.1 **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation.
- 2.2 **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts.
- 2.3 **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes.
- 2.4 **“tender for income-generating contracts”** means a written offer in the form determined by Municipality in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the Municipality and a third party that produces revenue for the Municipality, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions.
- 2.5 **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3.0 FORMULA FOR CALCULATION OF PREFERENCE PRICE POINTS**3.1 PROCUREMENT OF GOODS AND SERVICES**

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

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

Where: P_s = Points scored for price of tender under consideration, P_t = Price of tender under consideration,
 P_{min} = Price of lowest acceptable tender

4.0 POINTS AWARDED FOR SPECIFIC GOALS

4.1 In terms of the SCM Policy, 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 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)	Number of points CLAIMED (80/20 system)
Ownership Goal: Race (black)	12.8	
Ownership Goal: Gender (female)	3.2	
RDP Goal: The promotion of South African owned enterprises.	4	
Total CLAIMED Points (maximum)	20	

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 (2 pages)

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

If this tender submission is to be made by an established Joint Venture, the Joint Venture Agreements and Power of Attorney Agreements are to be attached here.

Should the Joint Venture, at the time of submission, not yet be formalised, this form is to be completed in full and signed by all parties to the proposed Joint Venture.

The Lead Partner of the Joint Venture is to sign the **Form of Offer** in Section **C1.1.1**.

INTENT TO FORM A JOINT VENTURE

Should our submission for CONTRACT: **1R-30909** be successful, a Joint Venture will be established by the parties as listed below, as an unincorporated association, with the purposes of securing and executing the Contract, for the benefit of the Members.

Proposed Joint Venture

Joint Venture Title (name):

Represented by (name): Tel:

Lead Partner/ Member 1

Entity Name:

Ownership Interest in JV %: CSD Registration:

CIDB #:

Represented by (name): _____ Signature: _____

Partner/ Member 2

Entity Name:

Ownership Interest in JV %: CSD Registration:

CIDB #:

Represented by (name): _____ Signature: _____

Partner/ Member 3

Entity Name:

Ownership Interest in JV %: CSD Registration:

CIDB #:

Represented by (name): _____ Signature: _____

Note: All requirements for Joint Ventures, as stated elsewhere in this procurement document, must be complied with in full.

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 DECLARATION OF MUNICIPAL FEES

Reference is to be made to **Clauses F.2.23 and F.3.13(a)** 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												

- If applicable, a copy of a recent (within the past 3 months) Metro Bill is to be provided.

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.
- Where a Tenderer's place of business or business interests are carried out from premises as part of any other 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, copies of the above-mentioned account's, agreements signed with the municipality, lease agreements, or official letters.

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 REGISTRATION WITH COMPENSATION COMMISSIONER

Reference is to be made to **Clauses F.2.23 and F.3.13(d)** 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>).

If required to be registered in terms of the Occupational Injuries and Diseases Act, Tenderers are to include, at the back of their tender submission, a printout of their most recent Letter of Good Standing from the Department of Labour, and if application for renewal has been made, proof of such application.

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 CSD REGISTRATION REPORT

Reference is to be made to **Clauses F.2.1.1(b) 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, 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 VERIFICATION OF CIDB REGISTRATION AND STATUS

Reference is to be made to **Clauses F.2.1.2, F.2.23, and F.3.13(c)** of the Tender Data.

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

The required class of construction work is specified in **Clause F.2.1.2** of the Tender Data.

CIDB Registrations can be obtained from the CIDB website at:

<https://registers.cidb.org.za/PublicContractors/ContractorSearch>.

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

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

Home

Contractor Detail Print

Contractor Detail

CRS Number: Type of Enterprise:

Contractor Name: Registration Date:

Trading Name: Expiry Date:

Status:

Contractor Grades

Grade:

Back

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

01/01/2017

Tenderers are to include, at the back of their tender submission, 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 F.2.1.3 of the Tender Data.

Only those Tenderers that can demonstrate experience and submit 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.

- The **Eligibility Criteria Requirement** is as stated on **Table 1: “Experience Requirement”**.
- The experience is to be **“Similar in Nature”** to that specified on **Table 2: “Works of a Similar Nature”**. Tenderers are to note the exclusions (if any) stated on this table.
- The **Documentation/ Information** that is required is specified on **Table 3: “Documentation/ Information Requirements”** (which includes the Notes below the table).
- Tenderers may submit experience gained as **Sub-Contractors or Main Contractors**.

It is the responsibility of the Tenderer to ensure that the experience submissions comply with the requirements as stated in F.2.1.3 of the Tender Data.

Guidance to Tenderers: Experience Submission Form

Client / Employer Details

- Provide details for whom the works were carried out (works owner).
- Provide **Contact details of the Client or Main Contractor** (if experience was gained as a sub-contractor) is required to be provided.

The contact details may be used by the Employer to verify the information, pertaining to the experience submission. Should the Employer’s reasonable attempts to make contact with the Client or Main Contractor fail (for whatever reason), that specific experience submission may be considered invalid.

Contract Details

- Provide the **Contract Reference Number** and **Contract Title**.
- Indicate if this contract has been completed or is still in progress.
- Provide **Contract Dates**.
- Provide **Contract Values** - Where works are still in progress, provide the value of works that have been completed as detailed on the most recent payment to the Contractor / Sub-Contractor. If the works are complete, provide the Final Value of the sub-contract or Final Contract Price.

Scope of Works

- Indicate the **Works Type(s)** that best describe the works included in the project.
Select the most applicable option (only 1).
- Indicate the **Works Elements(s)** that were included in the project.
Select any elements that were included in the contract.

Joint Ventures

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 complies with the requirements, as stipulated in **Table 1**, and that the required documentation/ information is provided.

(T2.2.16 is continued on the next page)

Confirmation of submission of Information/ Documentation

The Tenderer is to indicate (by marking with an “X” in the shaded column) the documentation that has been included in this tender submission, in support of each experience submission.

		If submitted, mark with an “X”
SUBMISSION #1	Experience Submission Form (completed and signed)	
	Proof of Sub-Contract Agreement (if experience was gained as a sub-contractor)	
	Letter of Award OR Form of Offer & Acceptance	
	Most recent Payment Certificate, (with Quantities Breakdown) OR most recent INVOICE, (with Quantities summary)	
	Final Payment Certificate, (with Quantities Breakdown) OR most recent INVOICE, (with Quantities summary)	
	Completion Certificate	
SUBMISSION #2	Experience Submission Form (completed and signed)	
	Proof of Sub-Contract Agreement (if experience was gained as a sub-contractor)	
	Letter of Award OR Form of Offer & Acceptance	
	Most recent Payment Certificate, (with Quantities Breakdown) OR most recent INVOICE, (with Quantities summary)	
	Final Payment Certificate, (with Quantities Breakdown) OR most recent INVOICE, (with Quantities summary)	
	Completion Certificate	
SUBMISSION #3	Experience Submission Form (completed and signed)	
	Proof of Sub-Contract Agreement (if experience was gained as a sub-contractor)	
	Letter of Award OR Form of Offer & Acceptance	
	Most recent Payment Certificate, (with Quantities Breakdown) OR most recent INVOICE, (with Quantities summary)	
	Final Payment Certificate, (with Quantities Breakdown) OR most recent INVOICE, (with Quantities summary)	
	Completion Certificate	

Note: Should there be insufficient evidence for verification of the information submitted for any specific experience submission, that experience submission will be deemed invalid.

*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: _____

EXPERIENCE SUBMISSION #2

Reference is to be made to **Clause F.2.1.3** of the Tender Data.

(Where required, in the shaded areas, clearly mark selection with an "X" or circle applicable)

Experience as a:	Sub-Contractor:		Main Contractor:									
Client/ Employer 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:											
Enter the Client/ Employer's details, OR, if the works was done as a sub-contractor, enter the Main Contractor's Details												

Contract Details	Contract (Reference) Number:																			
	Contract Title:																			
	Has this Contract been completed?	Y	N	Commencement Date:	d	d	m	m	2	0	y	y	Completion Date (if applicable):	d	d	m	m	2	0	y
Tendered Value (Contract Sum) OR Sub-Contract Value:	R	Final Contract Price OR Final Value of Sub-Contract:		R																

Contract Scope-of-Work (Type of Project and Works Elements):

Which Works Type(s) best describe the project?		new road construction	
road widening/upgrades		intersection improvements	
gravel to surfaced road upgrades		access road upgrades	
major parking areas		interim roadways to informal settlements	
OTHER: provide a description of the type of project			

Which Works Element(s) were included in the project?		bulk earthworks	
roadway layer-works		asphalt roadway surfacing	
kerbing/ channelling		sidewalk/ walkway construction	
traffic calming measures		stormwater drainage	
retaining structures		dealing with underground services	
OTHER: List works elements included in project			

Confirmation of documentation submitted is to be recorded on Page 43.

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: _____

EXPERIENCE SUBMISSION #1

Reference is to be made to **Clause F.2.1.3** of the Tender Data.

(Where required, in the shaded areas, clearly mark selection with an "X" or circle applicable)

Experience as a:	Sub-Contractor:		Main Contractor:																	
Client/ Employer 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:																			
Enter the Client/ Employer's details, OR, if the works was done as a sub-contractor, enter the Main Contractor's Details																				

Contract Details	Contract (Reference) Number:																			
	Contract Title:																			
	Has this Contract been completed?	Y	N	Commencement Date:	d	d	m	m	2	0	y	y	Completion Date (if applicable):	d	d	m	m	2	0	y
Tendered Value (Contract Sum) OR Sub-Contract Value:	R	Final Contract Price OR Final Value of Sub-Contract:																R		

Contract Scope-of-Work (Type of Project and Works Elements):

Which Works Type(s) best describe the project?		Pedestrian Bridge	
Stormwater related structure (culverts etc)		Road Bridge and related structures	
Retaining structures		Maintenance and repairs to structures	
OTHER: provide a description of the type of project			

Which Works Element(s) were included in the project?		Reinforced concrete construction.	
Retaining walls (reinforced concrete, masonry, gabion, proprietary block systems etc).		Reinforced concrete repairs (spalling, member replacement, use of specialist products etc).	
Reinforced and prestressed concrete pedestrian and road bridges.		Specialist proprietary product repair systems or approved product applicator for specific specialist proprietary products.	
Reinforced concrete pedestrian bridges.		Structural steel construction and repairs and application of steel protection systems.	
Structural steel pedestrian bridges.			
OTHER: List works elements included in project			

Confirmation of documentation submitted is to be recorded on Page 43.

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

NAME (Block Capitals): _____

Date

SIGNATURE: _____

PART C1: AGREEMENT AND CONTRACT DATA

C1.1: FORM OF OFFER AND ACCEPTANCE

C1.1.1: OFFER

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

Contract No: **1R-30909**

Contract Title: **Maintenance of Category A, B and C Bridges within eThekweni Municipality**

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

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

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

R..... (In words
)

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

For the Tenderer:

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

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

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

Capacity (*of Signatory*) :

Address :
 :

Telephone :

Witness:

Signature : **Date** :

Name (*in capitals*) : :

Notes:

* **Indicates what information is mandatory.**

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

C1.1: FORM OF OFFER AND ACCEPTANCE

C1.1.2: FORM OF ACCEPTANCE

This Form will be completed by the Employer

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

The terms of the contract are contained in:

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

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

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

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

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

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

Name (*of signatory in capitals*) :

Capacity (*of Signatory*) :

Name of Employer (*organisation*) :

Address :

:

Witness:

Signature : **Date** :

Name(*in capitals*) : :

C1.1: FORM OF OFFER AND ACCEPTANCE
C1.1.3: SCHEDULE OF DEVIATIONS

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

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

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

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

FOR THE TENDERER

FOR THE EMPLOYER

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

C1.2: CONTRACT DATA

C1.2.1 CONDITIONS OF CONTRACT

C1.2.1.1 GENERAL CONDITIONS OF CONTRACT

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

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

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

C1.2.2 CONTRACT DATA

C1.2.2.1 DATA TO BE PROVIDED BY THE EMPLOYER

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

1.1.1.14 The **time for achieving Practical Completion**, from the Commencement Date is **18 MONTHS**. The period as stated in 5.3.2, and the 7 days referred to in 5.3.3, are included in the above time for achieving Practical Completion. The special non-working days as stated in 5.8.1 are excluded from the above time for achieving Practical Completion.

1.1.1.15 The Employer is the eThekweni Municipality as represented by:
Deputy Head: **Roads Provision**

1.2.1.2 The address of the Employer is: Sandile Masondo
Physical: Engineering Unit, 166 K.E Masinga Road, Durban, 4001
Postal: Engineering Unit, 166 K.E Masinga Road, Durban, 4001
Telephone: 031 322 2879 (T)
Fax: 031 311 7321 (F)
E-Mail: sandile.masondo@durban.gov.za

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

1.2.1.2 The address of the Employer' Agent is: Peter Fenton
Physical: Engineering Unit, 166 K.E Masinga Road, Durban, 4001
Postal: Engineering Unit, 166 K.E Masinga Road, Durban, 4001
Telephone: 031 311 7671 (T)
Fax: 031 311 7321 (F)
E-Mail: peter.fenton@durban.gov.za

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

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

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

4.11.1 To carry out and complete the works, the Contractor shall employ a competent Site Agent and Foreman as part of the key staff. It is a requirement for the Contractor's Site Agent and Foreman

to each have a minimum of 3 years relevant experience including experience on projects of a similar nature. The CV's of the Site Agent and the Foreman should be submitted to the Employer's Agent's Representative for acceptance by the Department (reference is made to Cl.5.3.1 of the Contract Data).

Note:

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

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

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

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

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

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

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

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

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

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

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

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

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

5.13.1 The **penalty for delay** in failing to complete the Works is **R 1 000.00** (per Day).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6.10.3 **Retention Money:**

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

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

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

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

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

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

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

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

8.6.1.4 Ground Support Insurance:

- Minimum amount for any one occurrence, unlimited as to the number of occurrences, against any claim for damages or loss caused by vibration and / or removal of lateral support: **2 000 000.00**.
- Maximum first excess: **R 10 000.00**.

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

Third Party Insurance (Public Liability)

- Minimum amount for any one occurrence, unlimited as to the number of occurrences, for the period of the contract, inclusive of the maintenance period: **R 5 000 000.00**.
- Consequential loss to be covered by policy: **Yes**
- Liability section of policy to be extended to cover blasting: **Nil**
- Maximum excess per claim or series of claims arising out of any one occurrence: **R10 000.00**.

Principal's own surrounding Property Insurance

- Minimum amount for any one occurrence unlimited as to the number of occurrences against any claim for damage which may occur to the Council's own surrounding property: **R2 000 000.00**.
- Maximum first excess: **R 10 000.00**.

Insurance of Works

- Minimum amount for additional removal of debris (no damage): **R1 000 000.00**
- Minimum amount for temporary storage of materials off site, excluding Contractor's own premises: **R1 000 000.00**
- Minimum amount for transit of materials to site: **R200 000.00**

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

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

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

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

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

10.8.1 Failing ad-hoc adjudication, the determination of disputes shall be by court proceedings.

C1.2.2.2 DATA TO BE PROVIDED BY CONTRACTOR

1.1.1.9 The legal name of Contractor is:

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.....
.....

1.2.1.2 The Physical address of the Contractor is:

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

The Postal address of the Contractor is:

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

The contact numbers of the Contractor are:

Telephone:

Fax:

The E-Mail address of the Contractor is:

.....

C1.2.3 ADDITIONAL CONDITIONS OF CONTRACT

C1.2.3.1 COMMUNITY LIAISON OFFICER

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

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

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

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

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

C1.2.3.2 EMPLOYMENT OF LOCAL LABOUR

It is a condition of contract that the contractor will be required to employ local labour as specified in eThekweni Council Policy "The use of CLOs and Local Labour". The contractor will be required to ensure that a minimum of 50% of the labour force is made up of local labour. For the purposes of this contract, "Local labour" will be deemed to be any **persons who reside within the ward for which the maintenance work is being done**. 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 SUB-CONTRACTING

It is a condition of contract that the contractor must allow for a minimum of **30%** of the contract value (excluding PC Sum items and Fixed Cost allowances) to be subcontracted to contractors who are **>51% Black People** 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 Sub-Contracting will be 0.5% of the contract value (excluding PC Sum items and Fixed Cost allowances) for every 1% of Sub-Contracting not achieved.

C1.2.3.4 FTE (Full Time Equivalent) EMPLOYMENT INFORMATION

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

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

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

- Category of Employment

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

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

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

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

C1.2.3.5 PERFORMANCE MONITORING OF SERVICE PROVIDERS

[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

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

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

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

C2.1.3 QUANTITIES REFLECTED IN THE SCHEDULE

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

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

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

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

C2.1.5 MONTHLY PAYMENTS

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

C2.1.4 PROVISIONAL SUMS / PRIME COST SUMS

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

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

C2.1.6 PRICING OF THE BILL OF QUANTITIES

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

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

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

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

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

C2.1.7 "RATE ONLY" ITEMS

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

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

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

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

C2.1.8 PRELIMINARY AND GENERAL

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

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

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

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

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

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

C2.2: BILL OF QUANTITIES

The Bill of Quantities follows and comprises of 23 pages. The pages are numbered BoQ 1 to BoQ 23

PART C3: SCOPE OF WORK

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C3.1: PROJECT DESCRIPTION AND SCOPE OF CONTRACT

C3.1.1 Description of Works

Title	Scope of work
Maintenance of Category A, B and C Bridges	The maintenance of bridges includes the remedial actions as per inspection items (eThekwini Municipality and SMEC, 2016). The inspection items of the bridges are abutments, banks and approaches, bearings, deck, drainage, foundations, joints, parapets, piers, sidewalks, walls, and waterway.

- 1 The scope of work is in line with, but not limited to, the following description:
 - a) The maintenance of category A, B and C bridges within eThekwini Municipality shall be in accordance with the Standard Specifications for Road and Bridge Works for South African Authorities (Committee of Transport Officials, 2020).
- 2 The following topics addressed below are in accordance with SANS 10403 to describe the scope of works of the project:

TOPIC	COMMENTARY
Client's / employer's objectives	The client's objectives for the project is to maintain all category A, B and C bridges within eThekwini Municipality.
Description of the services	<p>The contractor/consultant shall maintain the structural items of bridges which include the maintenance of approach embankments, guardrail, waterway, approach embankment protection works, abutment foundations, abutments, wing/retaining walls, surfacing, superstructure drainage, kerbs/sidewalks, parapets, pier protection works, pier foundations, pier columns, bearings, support drainage, expansion joints, longitudinal members, transverse members, deck and slabs, and miscellaneous items.</p> <p>It should be noted that the remedial activities to be actioned will be governed by the degree relevancy, urgency, and the weighting of the inspection item (eThekwini Municipality and SMEC, 2016) and (Committe of Transport Officials, 2018).</p>
Extent of the services	The remedial actions per inspection items as outlined in the eThekwini Asset Management Inspection Manual (eThekwini Municipality and SMEC, 2016) shall be the contractor's/consultant's responsibilities to fix.

TOPIC	COMMENTARY
Use of reasonable skill and care	<p>The contractor/consultant should be able to:</p> <ol style="list-style-type: none"> <li data-bbox="523 271 1417 450">1. For Abutments - Repair spalled concrete, seal/repair cracks, clean surface, apply protective coating, repair with micro-concrete including rebar treatment, remove and replace concrete, replace manhole/access covers, and excavate material. <li data-bbox="523 483 1417 730">2. For Banks and Approaches – Excavate material, grass with sods, provide and compact selected fill, provide mattress protection, provide stone pitching, replace inlet structures, replace downchutes, clean downchutes/side drains, repair/fill with asphalt, remove vegetation/ debris, remove weeds, remove trees over 200mm diameter, replace guardrails, and refurbish guardrails. <li data-bbox="523 763 1417 887">3. For Bearings – Clean and repaint steel, re-seat, replace rubber bearings, and replace rocker/pot bearings. <li data-bbox="523 920 1417 1133">4. Deck – Repair spalled concrete, seal/repair cracks, remove and replace concrete, clean surface, apply protective coating, repair with micro-concrete including rebar treatment, strengthen with plates, strengthen with carbon fiber, patch/resurface with asphalt, clean and repaint steel, and remove and replace steel. <li data-bbox="523 1167 1417 1290">5. Drainage – Clean inlets, replace 75 to 150 diameter pipes, and replace 150 to 250 diameter pipes. <li data-bbox="523 1323 1417 1469">6. Foundations – Repair spalled concrete, seal/repair cracks, excavate for inspection, underpin with concrete, backfill with earth/rock, and backfill with mass concrete. <li data-bbox="523 1503 1417 1693">7. Joints – Repair/replace concrete nosing, refurbish steel edging, refurbish multi-element, replace seal, reseal with silicone, provide new plug joint, clean joint grooves, repair/replace joint cover plates, and provide saw-cut joint with cold poured bitumen. <li data-bbox="523 1727 1417 1861">8. Miscellaneous – Excavate material, Grass with sods, Provide and compact selected fill, provide mattress protection, provide stone pitching, remove vegetation/debris, and remove trees over 200mm diameter
Co-operation with other services providers	Identify other service providers on the project and establish how interactions are to take place.

TOPIC	COMMENTARY
Brief	<ul style="list-style-type: none"> a) The work shall be actioned in accordance with the COTO Standard Specification (Committee of Transport Officials, 2020); b) All time frames for deliverables / milestone dates shall conform with PS clause 1.2.2.3. c) place(s) for the performance of specific tasks are within the eThekweni Metropolitan area; and d) Progressive report (such as site diaries) and progressive photographs every month, digital and aerial should be submitted.
Applicable national and international standards	<p>The applicable standards and all values pertaining to specific attributes relating thereto are as follows:</p> <p>References</p> <p>Committee of Transport Officials. (2018, August). TMH 19 Manual for the Visual Assessment of Road Structures. <i>Road Structure Management Information</i>. Pretoria, Gauteng, South Africa: The South African National Roads Agency SOC Limited.</p> <p>Committee of Transport Officials. (2020). <i>Standard Specifications for Road and Bridge Works for South African Authorities</i>. Pretoria: The South African National Roads Agency SOC Limited.</p> <p>eThekweni Municipality and SMEC. (2016, October). Asset Management System Inspection Manual. <i>eThekweni Municipality Engineering Unit: Roads Provision Department</i>. Durban, KwaZulu-Natal, South Africa: eThekweni Municipality.</p>
Approvals	All approvals of the maintenance work shall be performed by the designated Engineer of the project.
Procurement	Refer to this tender document.
Planning and programming	Refer to PS clause 1.2.2.3
Quality management	<ul style="list-style-type: none"> • The quality management systems the contractor/consultant will be required to operate shall be in accordance with COTO Standard Specification (particularly described in Chapter 20 Quality Assurance). • The employer / client in terms of the monitoring of quality management, who will carry out such monitoring (employer / client or agent) and if the monitoring forms part of a quality management system or will require only an occasional verification. It will be formally communicated if it is necessary to perform a quality check.
Format of communications	All forms of communication with the contractor shall be electronic emails, telephone calls (for state of urgency or necessary), and set-up meetings (the location and time of which will be communicated).
Management meetings	Management meetings will be communicated during the duration of the project.
Daily records	All progress on site needs to be communicated, and progressive images are attached.

C3.1.2 Description of Site and Access

The sites are located within the eThekweni Metropolitan area. The map of all the bridges is attached on the page 95.

C3.1.3 Nature of Ground and Subsoil Conditions

There is no specific geotechnical information or any further site information.

C3.1.4 Bridge Inventory Information

The inventory information represents the bridges, but not limited to, that require to maintained. No maintenance shall commence without consulting the Engineer's Representative.

Number	Name	Latitude	Longitude
RB1408	Willingdon Rd / Old Main Rd / Rail	-29.793003	30.8356076
RB1410	Willingdon Rd/Rail Brg (Nr Pioneer Rd)	-29.7892825	30.8483428
RB1406	Pioneer Rd / Rail	-29.7851625	30.8576084
RC1602	TRK 66020 / Umgeni River	-29.6491491	30.7441795
RC1402	400122 Str / Rail	-29.8003	30.6319
RC1414	400122 Str / Sterkspruit	-29.8016	30.6387
RB1401	Kelly Rd (Old Steel Brg) / Rail	-29.81066	30.6679559
RB1400	Kelly Rd / Rail	-29.8110095	30.6681526
PC0018	Andra Drive Pedestrian Bridge / Tongati River	-29.5415	31.1368
RB0474	Wakesleigh Road / Rail	-29.886348	30.949542
LC0424	Rail / Arundel Rd	-29.8809	30.9348
RB1215	Bellville Rd / Rail (Malvern)	-29.8788	30.9244
RC1210	First Ave / Rail - Malvern	-29.8785	30.9219
LC1214	Rail / Kewley Rd	-29.8738	30.9109
RB1225	Stella Rd (Nr Stella Crescent) / Rail	-29.874	30.8952
RC1212	Kendall Rd / Rail	-29.8702	30.89
RC1228	Blundell Rd / Mhlatuzana River	-29.8797	30.884
RB0468	Deepdale Road / Rail	-29.8996	30.9609
RB0480	Coedmore Rd / London Spruit	-29.9007	30.9528
RC0404	Phola Rd / Booth Rd	-29.8583	30.9418
PC0434	Railway Rd / Rail Ped Brg	-29.9050378	30.9600662
RB0496	Umhlatuzana Rd / Rail	-29.9041129	30.9599081
RC0428	Bridge Road / Rail	-29.9031862	30.9627501
PC0030	Ped Brg Nr Bhekamanzi Ter / Tongati River	-29.5409	31.134
PC0026	Ped Brg Nr Hambanathi Rd / Tongati Riv	-29.5523	31.127
RC0022	Walter Reid Rd / Rail	-29.5565	31.1305
TBC	Brake Dr / Hlawe Riv	-29.5751	31.1209
PC0012	Ped bridge/Rail - Coronation Rd - Catherine St	-29.5763	31.1113
RB0006	Ganie St / Rail	-29.5738	31.1129
PC0402	Molife Rd Ped Brg / Stream	-29.8487	30.9424
RC0400	Mahlati Rd Access Brg to Chesterville Sports Com.	-29.8512	30.943
RB0408	Field St / Rail	-29.8528	31.0192
RB0220	Greyville Race Course / Epsom Rd (Eastern Subway)	-29.8476	31.0168

RB0222	Greyville Race Course / Epsom Rd (Western Subway)	-29.8422	31.0122
RB0224	Musgrave Rd / Sydenham Rd Underpass	-29.8419	31.0032
RB0420	Tollgate Onramp to Jan Smuts HW (Former FW On Ramp)	-29.8503	30.9891
RC0202	Umgeni Rd / Rail (Nr Alice)	-29.8526	31.0191
RB0200	Alice St / Rail	-29.8525	31.0188
RC1408	Ashley Rd (Kloof) / Rail	-29.790317	30.781766
RC1410	Everton Rd (N) / Rail	-29.79229	30.805787
RC1411	Everton Rd (S) / Rail	-29.792285	30.805903
RB0203	Argyle Rd (West) / NMR Avenue	-29.838082	31.028124
RB0250	Northern F/W Off-Ramp to Waterkant Rd	-29.805784	31.038449
RB0216	Northway (Athlone Brg) / Umgeni River	-29.809592	31.032513
TBC	Kenville Road / IRPTN bus lane	-29.808314	31.008064
RB0218	Walter Gilbert Rd /Rail	-29.825787	31.028235
RB0202	Argyle Rd (East) / NMR Avenue	-29.838019	31.028148
RB0254	Waterkant Rd / Viaduct (Cemetery)	-29.804827	31.0388
RB0246	Connaught Raised & Widened / Umgeni River	-29.8102	31.015455
RB0248	Connaught Viaduct / Umgeni River	-29.810074	31.015662
RB0210	Connaught Quarry Ramp / Rd & Rail	-29.811273	31.016903
RB0212	Connaught U/C Ramp / Umgeni River	-29.811309	31.017172
RB0208	Connaught Q/C Ramp / Rail	-29.811309	31.016396
RB0206	Connaught / Umgeni Ramp	-29.811003	31.016955
LC0440	Rail / Astral Dr Next to Higginson H/W (E)	-29.8809	30.9348
LC0442	Rail / Florence Nightingale Dr Next to Higg. HW (W)		
LC0444	Rail / Rd 337-Shallcross Rd Higg. HW (E) (Brg 19)		
LC0446	Rail / Rd 337-Shallcross Rd Higg. HW (W) (Brg 19)		
RB0470	Hillary Rd - Chatsworth Main Rd / Umhlathuzana Riv		
RB1230	Carrick Rd / Rail		
RB1235	Erica Ave / Umhlathuzana River		
RC0422	Sandpiper St / Rail		
RC1226	Piet Retief Rd/ Umhlathuzana River		
LC0426	Rail / Hillary Rd		
RB0214	Goble Rd (Athlone Dr) / Rail	-29.818606	31.028108
LB0238	Rail / Sea Cow Lake Rd (108)	-29.808207	31.010862
LB0240	Rail / Sea Cow Lake Rd (107)	-29.808297	31.010634
RA0245	Northern Freeway (South) / Battery Beach Road		
RA0250	SADF Link Overpass / Northern Freeway	-29.8368086	31.0309762
RA0246	Northern Freeway (North) / Battery Beach Road	-29.832226	31.0326758
RA0240	N. Freeway / Pedestrian Subway Walter Gilbert		
RA0235	Northern Freeway / Athlone Drive	-29.8140073	31.0382573
RA0230	Northern Freeway / Lagoon Drive		
RA0225	N. Freeway (Ellis Brown Viaduct) / Umgeni River	-29.8117145	31.0381583
TBC	M41 / Ridgeside Drive Underpass	-29.7400743	31.0686364
RA0220	Riverside Road / Northern Freeway	-29.8054326	31.0389039
RA0215	Broadway Flyover / Northern Freeway	-29.7912514	31.0448874
PA0210	Beachway Ped Brg / Northern Freeway	-29.7800189	31.0488604
RA0205	Northern Freeway / Hinton Grove	-29.7729176	31.0548546
RA0331	W. Freeway (W) / Jan Smuts H/W		

RA0330	W. Freeway (E) / Jan Smuts H/W	-29.8398636	30.9758892
RA0335	Jan Smuts H/W / West Riding Row	-29.8305822	30.9628746
PA0265	Browns Grove Ped Brg / Jan Smuts HW		
RA0325	Western Freeway / Waterfall Rd	-29.8416307	30.9819184
RA0320	Western Freeway / Brickfield Rd	-29.8466674	30.9855949
RA0415	Westridge Park Flyover / W/Freeway	-29.8499188	30.9868751
RA0315	Tollgate Bridge / Western Freeway	-29.8502344	30.9904938
PA0260	Vause Rd Ped Brg / Western Freeway	-29.8508116	30.9924071
PA0255	Bellvue/Cato Ped Brg / Western Freeway	-29.8515336	30.9945728
RA0311	Essenwood Rd (W) / Western Freeway	-29.8522743	30.996745
RA0310	Essenwood Rd (E) / Western Freeway	-29.8520566	30.9971228
RA0305	Musgrave Rd / Western Freeway	-29.8529293	30.998718
PA0250	Bulwer Rd Ped Brg / Western Freeway	-29.8540499	31.0012711
RA0300	Botanic Gardens Rd / Western Freeway	-29.8547291	31.0026487
PA0400	Wills Road Ped Brg / Western Freeway	-29.8550536	31.0074217
RA0410	W/Freeway / Etna Ln Underpass	-29.8545773	31.0098619
RB0406	Commercial Rd / Church St	-29.856613	31.02517
PB0412	Pine St / Church St Ped Brg (North)	-29.856919	31.025263
RB0410	Pine St / Church St	-29.857046	31.025284
PB0414	Pine St / Church St Ped Brg (South)	-29.85719	31.025315
PB0404	Aliwal Str Ped Brg / Expo	-29.85359	31.026897
LC0416	Victoria Embankment / Russel Str Subway	-29.865301	31.016943
RB0402	Booth Rd West / Umkumbaan Riv (Upstream)	-29.857132	30.937293
RB0400	Booth Rd West / Umkumbaan River (Downstream)	-29.857892	30.940097
PB0416	Booth Rd Ped Brg Nr Denis Shepstone	-29.856831	30.949226

C3.2: PROJECT SPECIFICATION

PREAMBLE

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

C3.2.1 GENERAL

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

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

PS.1.1 Preliminary Programme

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

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

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

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

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

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

The Tenderer's attention is drawn to the fact that a number of factors will affect the programming of and method of carrying out the works. The more important of these are:

- (1) Time required for service relocations.
- (2) Time allowances to be made for the ordering of special items.

- (3) Notification required by service organisations.
- (4) Methodology for all structures to be done and submitted to the Engineer at-least 2 week before the works commence.
- (5) If delays are anticipated with service relocations the contractor should be asked to allow time.
- (6) Some work might require to be done out of normal hours.
- (7) Vehicular access to private property is to be maintained.
- (8) Traffic restrictions.

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

PS.1.3 Requirements for Accommodation of Traffic

PS.1.3.1 General

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

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

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

PS.1.3.2 Basic Requirements

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

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

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

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

The Contractor shall construct and maintain all temporary drainage works necessary for

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

PS.1.3.3 Traffic Safety Officer

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

PS.1.3.4 Payment

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

PS.1.3.5 Pedestrian Movement

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

PS.1.3.6 Temporary Reinstatement

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

- (a) if the permanent reinstatement of such road or way is to be carried out by the appropriate authority or by some person other than the contractor (or any subcontractor to him), the contractor shall at his own cost and independently of any requirement of or notice from the Engineer be responsible for the making good of any subsidence or shrinkage or other defect, imperfection or fault in the temporary reinstatement of such road or way, and for the execution of any necessary repair or amendment thereof from whatever cause the necessity arises, until the end of the period of maintenance in respect of works beneath such road or way until the authority or other person as aforesaid shall have taken possession of the site for the purpose of carrying out permanent reinstatement (whichever is the earlier), and shall indemnify and save harmless that Council against and from any damage or injury to the Council or to third parties arising out of or in consequence of any neglect or failure of the Contractor to comply with the foregoing obligations or any of them and against and from all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto.
- (b) where the authority or person as aforesaid shall take possession of the site as aforesaid in sections or lengths, the responsibility of the contractor under paragraph (a) of this sub-clause shall cease in regard to any such section or length at the time possession thereof is so taken, but shall during the continuance of the said period of maintenance continue in regard to any length of which possession has not been taken and the indemnity given by the contractor under the said paragraph shall be construed and have effect accordingly.

PS.2 SERVICES

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

PS.2.1 Existing Services

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

The Contractor shall make himself acquainted with the position of all existing services before any excavation or other work likely to affect the existing services is commenced.

The Contractor will comply with the conditions for dealing with existing services as attached in C3.4, Particular Specifications, and approach the relevant authorities for additional information where applicable.

Before any work commences, the Contractor shall contact all private owners or public authorities controlling services so that they may, either protect, move or relocate any service as required, or confirm that all such work has been completed.

All known existing services and those services which require relocation and protection, are shown on the services plans. The Contractor's attention is drawn to the fact that such services information is based on information supplied by others, and the accuracy and completeness of this information has not been confirmed.

The Contractor will therefore be required to proceed with extreme caution in order to avoid damage to existing services. Before commencing any work in the vicinity of services, the Contractor shall contact the relevant service authorities for assistance in locating the exact position of the services and where necessary the Contractor shall accurately locate the services by careful hand excavation. The Contractor shall allow in his programme minimum of eight weeks for the relocation of services from notification of service relocation to service provider and this period must be shown in the contractor's programme.

In general, the Employers Agent may call upon the Contractor to re-excavate trenches previously excavated and backfilled by others where in the opinion of the Employers Agent such work is necessary to ensure the stability of any other works over such trenches. This in no way relieves the Contractor of his responsibilities in terms of the works.

PS.2.2 Proving Underground Services

This clause must be read in conjunction with COTO CHAPTER 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 in the BOQ.

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 items in the BOQ.

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 eight weeks in advance of the actual programmed date for commencing work in the area. The position of these services located must be coordinated and levelled by the Contractor, and the information given in writing to the Employer's Agent's Representative.

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

PS.2.3 New Services and Relocation of Existing

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

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

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

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

Services affected by the contract are described as follows:

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

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

PS.2.4 Accommodation of Services

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

PS.3 WATERMAINS

PS.3.1 General

Tenderer's attention is drawn to the following points regarding the watermains to be installed as part of this contract.

All known services have been shown on the services drawing, however, should any unknown watermains be discovered the Contractor shall be responsible for ensuring that water-mains are not damaged during construction and if a need to relocate or modify, the Contractor shall notify eThekweni Municipality.

Any relocations will be carried out by a Contractor/sub-contractor that will be approved by Metro Water, while the connection to the existing main will be done by Metro Water. Civil works will be carried out by the Main contractor. The Contractor shall notify the Engineer and service providers at least 8 weeks in advance for any relocations required, to enable all parties involved to be on site timeously.

PS.3.2 Water Main Valve Access

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

Whatever method the Contractor chooses to use for this work, the cost of raising the valves from existing level to ultimate level shall be paid only once, irrespective of the number of times the valve is uncovered. Spacer rings required for the height adjustment of valve covers shall be supplied by the Water and Sanitation Unit. Tolerances on valve cover levels shall be as specified

in COTO CHAPTER 2. Before final setting in position of valve covers the Contractor shall liaise with the Employer's Agent regarding the direction in which covers shall be placed.

PS.3.3 Restriction on Compaction 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

Tenderer's attention is drawn to the fact that there are known existing sewer lines within some of the sites. The Contractor shall be responsible for ensuring that sewer pipes are not damaged during construction and if a need to relocate or modify sewer pipes/manholes is identified, the Contractor shall notify eThekweni Municipality.

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

Existing stormwater services are affected by the relocation and installation of new pipes where indicated on the remedial activities for inspected item drainage in the BOQ.

Stormwater drainage will be in the form of minor and major works.

The works will comprise of the following:

- Cleaning inlets
- Replacing 75 to 150 diameter pipes.
- Replace 15 to 250 diameter pipes

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

The Contractor's attention is drawn if there are any existing underground, surface and overhead cables, the Contractor has a responsibility to ensure there is no damage to these infrastructures.

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

The Contractor shall pay special attention to the following :

The tenderers attention is drawn that if any copper cables and fibre optic cables are existing in the contract area, the Contractor shall notify the Engineer and service providers at least eight weeks in advance for any relocations that's required.

PS.8 CCTV PLANT

No work to CCTV Plant is envisaged, but the Tenderers attention is drawn to the fact that CCTV cables and fibre optic cables 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:

Refer to A1.2.3.6 Health and Safety (Committee of Transport Officials, 2020) and C3.4.1 for OH&S Specification.

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

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

PS.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 Tenderer's 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 OHS Act Construction Regulations

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

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

PS.11 SITE SECURITY

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

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

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

The process of negotiation will not be deemed as work stoppage.

Payment for this item shall be made under Section 1, Part 0102 of the Bill of Quantities.

PS.12 PERFORMANCE MONITORING OF SERVICE PROVIDERS

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

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

The following KPIs will be applicable to this contract:

- (a) Time Management
- (b) Financial Management
- (c) Quality Management
- (d) Occupational Health and Safety Management
- (e) Environmental Management
- (f) Meeting CPG Targets

PS.13 Community and Public Relations

During the course of the contract, the Employer / Employers Agent may need to engage with the community and other interested and affected parties. The engagement may be in the form of electronic media, pamphlet distribution or meetings. All costs relating to this aspect will be paid for through the relevant item in the BOQ. An item has also been allowed for in the BOQ for the contractor's administration cost in this regard. It is a percentage of the cost of the Community and Public Relations item.

PS.14 TESTING

During the execution of the work, control testing shall be conducted on materials and workmanship to monitor compliance with the requirements of the specifications. Tests, measurements, and inspections shall be carried out by the contractor's own cost using manual, mechanical and electronic equipment on materials and workmanship before, during and after construction to ensure compliance with the quality requirements of the specifications.

COTO Specification Chapter 20 of Quality Assurance will be used ascertain compliance with the specification of certain materials properties and workmanship. This is achieved by means of tests and measurements, and, where applicable, by applying statistical judgement plans. These statistical acceptance control requirements, unless otherwise specified, apply to Class A, B, C and D road infrastructure, as classified in TRH 26 South African Road Classification & Access Management Manual. The acceptance control requirements for lower classes of roads shall be specified in the Contract Documentation. The Contractors is to provide results of all control testing to the Employers Agent. If the Employers Agent is satisfied with the results, the Contractor will then be given the approval by the Employers Agent's representative to proceed with the next maintenance work.

Process control testing is carried out by the Contractor, and acceptance control testing by the Engineer. The cost of process control testing is borne by the Contractor and the cost of acceptance control testing is borne by the Employer. All materials testing, including process and acceptance control testing is carried out by an independent site laboratory. The Contractor shall contribute to the costs of such laboratory under the pay items. The Contractor accepts the test results of the laboratory. Should there be any doubts or disputes regarding certain test results, this shall be settled by another independent SANAS accredited testing laboratory facilities mutually agreed upon that shall retest the work in question. The cost in such cases shall be to the account of the party at fault by means of the aggregate results obtained by all test facilities. The Contractor accepts that the Engineer will be in charge of the independent site laboratory. A negative pay item representing the Contractor's monthly contribution to be deducted from the Contractor's interim payment certificates has been provided under Section C20.1 of the COTO Specification.

The monthly contribution by the Contractor shall be a negative amount for all process control testing, excluding acceptance control and other testing ordered by the Engineer, as a portion of the total cost (per month).

PS.15 SUBMISSION OF AS-BUILT DATA

The contractor shall supply the Employers Agent with an electronic copy and hard copy of:

- (a) A list of surveyed co-ordinates of all work carried out.
- (b) The survey must include:

-
- All new works carried out: kerb line including channel, road edge, road markings, edge of sidewalks, trees, access points, services (existing and new), different hatching to indicate different types of surfacing.
 - A list of co-ordinates of different services which are newly installed, relocated or existing.
 - A coordinated list of all catchpits, manholes and headwalls, gabion and reno-mattresses structures newly constructed, modified or existing.
 - A list of surveyed co-ordinates of all retaining walls, dwellings, fencing and services within the vicinity of the works.
- (c) Materials As-Built records captured as per the eThekweni Municipality Materials As-Built record template
- (d) Hard copies in A0 paper, and
a coordinated soft copy of the survey in .dxf/.dwg/.dr4 format.

The contractor must also give the Employers Agent a materials as-built spreadsheet in the format approved by the Senior Manager of the Pavement and Geotechnical Laboratory – City Engineers.

The Certificate of Completion shall not be issued unless the above information has been forwarded and approved by the Employers Agent.

An allowance has been made for the payment for this item in the BOQ.

PS.16 PROGRESS PHOTOGRAPHS

A provisional sum has been included in the BOQ for digital photographs and aerial photographs to be taken. The photographs shall be taken monthly across the entire site, including aerial photos, at the discretion of the Employers Agent.

- The digital and aerial photographs shall be taken monthly across the entire site, or at the discretion of the Employers Agent. This may include the use of a drone to capture images. The Employer's Agent shall provide the specifications of the drone to be used.

C3.3: STANDARD SPECIFICATIONS

C3.3.1 The Specifications on which this contract is based are the COTO Specification 2020 (Committee of Transport Officials) Standard Specifications for Road and Bridge Works for South Africa Road Authorities. This document is obtainable separately, and Tenderers shall obtain their own copies of the applicable Sections.

Part	Description	Date of Issue	
1	General Specifications	October	2020
2	Services	October	2020
3	Drainage	October	2020
4	Earthworks	October	2020
5	Earthworks Pavement Layers Materials	October	2020
6	Concrete Layers	October	2020
7	Repair Concrete Layers	October	2020
8	Repair Existing Layers	October	2020
9	Asphalt Layers	October	2020
10	Surface Treatment	October	2020
11	Ancillary Roadworks	October	2020
12	Geotechnical	October	2020
13	Structures	October	2020
14	Repair of Structures	October	2020
20	Quality Assurance	October	2020

C3.3.2 AMENDMENTS TO THE STANDARD SPECIFICATIONS

INTRODUCTION

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

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

PS.C1.2 GENERAL REQUIREMENTS AND PROVISIONS

PS.C1.2.1.1 **Monitoring of compliance with and reporting on the EMP:**

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

PS.C1.2.1.2 **Dedicated Environmental Officer:**

The Environmental Control Officer (ECO) shall conduct the following activities:

- Brief the Contractor about the requirements of the Environmental Specification, Environmental Management Plan and any other relevant document, specification or Act as applicable.
- Audit, monitor, report and keep a record of the performance of the Contractor / Project in terms of environmental compliance on a monthly basis.
- Provide technical advice relating to environmental issues as required.
- Attend monthly site meetings to report on the performance of the Contractor / Project
- Conduct a close out audit and report on the Project once the construction camp has been cleared.

PS.C1.2.2.3 **Submission of a Scheme 2 Programme:**

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

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

The Tenderer's attention is drawn to the fact that a number of factors will affect the programming of and method of carrying out the works. The more important of these are:

- (a) Items mentioned in In addition to PS1,

- (b) All pavement designs to be done and submitted at-least one month before the pavement is to be laid.
- (c) A minimum of two lanes of traffic (one in each direction) is expected to flow at all times.

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

PS.C1.2.2.5 Reviewing and Updating a Scheme 2 Programme every month:

The contractor shall update the programme every month and submit to the Engineer.

The Contractor shall revise the programme when instructed to do so by the Engineer in accordance with the requirements of the Conditions of Contract or when the Contractor is aware that the programme no longer reflects the way in which the Contractor plans to execute the remaining work.

Payment shall be made only upon the revised programme being accepted by the Employer's Agent, regardless of the number of iterations / revisions / corrections made before the programme was accepted by the Employer's Agent.

PS.C1.3 THE CONTRACTOR'S SITE ESTABLISHMENT AND GENERAL OBLIGATIONS

PS.C1.3.1 The Contractor's General Obligations:

In addition to the Standard Specification, the Contractors General Obligations shall also include:

- Training and supervision of local labour
- Management of labour where labour enhance construction methods are specified
- Compliance with, and application of the Compensation for Occupational Injuries and Diseases Act
- The Contractor's camp site and store yard.

Note: The Contractor's office for this contract shall be as required to fulfill his obligations under the Contract. The Contractor is responsible to provide a suitable site for his camp and to provide accommodation for his personnel and labourers.

The Employer has not made a site available to the contractor. If the Employer can make any specific site available to the Contractor, such site will be pointed out to the Contractor.

However the Contractor may, if he prefers to, have a camp site at another location and must first obtain the written permission of the landowner, and subsequently the Engineer, to do so.

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

The following conditions shall also apply:

- I. None of the existing roads shall be damaged in any way.
- II. No waterborne sewerage facilities or potable water connection are available on the site. The Contractor shall make his own arrangements in this regard.
- III. No electrical facilities exist on site.
- IV. It shall be the responsibility of the Contractor to make good any damage caused to the camp site area or any improvements on it, including services, and for reinstating it to its former condition when vacated. The standard of reinstatement must be to the satisfaction of the Engineer; Deputy Head: Real Estate and/or Deputy Head of Parks, Recreation and Beaches Department; or other owner. Particular attention should be directed to these requirements and written clearances from the relevant Departments or other owners will be required.

No employees except for security guards will be allowed to sleep or be accommodated on the site in urban areas. No housing is available for the Contractor's employees and the Contractor shall make his own arrangements to house his employees and to transport them to site.

No informal housing or squatting will be allowed.

Chemical toilets only will be allowed where temporary facilities have to be provided.

PS.C1.3.2

Contract Sign Boards:

The typical notice board layout is given in section C3.6.

The tendered rate shall include full compensation for providing and erecting each sign board (two), including for timber poles, concrete bases if required, fixings, excavation and backfill, and for the later removal of the sign board, structures and fixings, and reinstating the area upon completion of the contract. The rate shall include for all labour, plant, tools, materials and equipment.

PS.C7.3.1.2

REMOVAL OF CONCRETE IN REHABILITATION WORK: RCC

Removal shall be followed in accordance with Clause 7.3.7.5. The replacing of concrete should be in accordance with clause A7.3.7.5.

PS.C14.4 SURFACE AND STRUCTURAL REPAIR: REPAIR OF SPALLED CONCRETE

PS.C14.4.3.1 The repair of spalled concrete should be read in conjunction with Clause 14.4.7. In addition, all spalled, cracked, rust-stained or unsound concrete shall be removed by mechanical means to expose the full extent of the corroded reinforcement.

The contractor shall continue to remove the concrete surrounding the reinforcement until at least 50mm of unruled steel is exposed at both ends of the corroded sections. COTO specification 14.4.7 covers the execution of the works. It should be read in conjunction to the manufacturers instruction to execute the remedial activity.

The perimeter of the spall shall be saw-cut to a minimum depth of 10mm to eliminate feather edges. The sides of the spall areas shall be perpendicular to the upper concrete surface adjacent to the spall.

At least 10mm of concrete shall be removed from behind the full length of the exposed portion of reinforcement. Where necessary additional concrete shall be removed from behind the reinforcement and the reinforcement hammered into the recess so that the bar is at least 50mm from the general surface of the concrete i.e. the depth of the recess shall be at least 50mm plus the diameter of the bar plus 10mm below the bar.

PS.C14.5 ANCHORING OF REINFORCEMENT, GROUTING AND CRACK INJECTION

PS.C14.5.7.1 All cracks to be repaired according to Clause A8.5.7 and Clause A14.5.7.3. In addition, all cracks greater than 0.2mm shall be sealed by the contractor in accordance with procedures laid out. The entire length of the crack shall be wire brushed. A V – cut (10mm deep and 20mm wide) shall be chased along the entire length of the crack.

Holes for grease nipples shall be drilled into cracks at approximately 250mm c/c and at least 50mm deep.

N/B: Cracks on both side of the concrete member shall have the nipple holes on the one side sited midway relative to those on the opposite side.

On completion of the above preparation, all dust and debris shall be removed with oil free compressed air.

Grease nipples shall be fixed into the holes with epoxy paste. The contractor shall ensure that the heads of the nipples are protected from the epoxy paste. The remainder of the V-cut shall be sealed with epoxy paste and left overnight to cure.

If the contractor has a similar or an improved methodology, it is to be proposed to the Engineer 8 weeks prior commencement of work. Upon approval, the contractor may execute works. Manufacturer instructions are to be applied accordingly.

PS.C3.2.19.4 MANHOLE COVERS OR GRATINGS

There are 4 types of precast concrete covers and frames used with the standard manhole :

Type 1 : circular light duty cover and frame.

Type 2 : circular heavy duty cover and frame.

Type 3 : square light duty cover and frame.

Type 4 : square heavy duty cover and frame.

Types 1 and 2 fit directly onto the manhole sections. Types 3 and 4 require a circular adapter slab.

For manholes of nominal diameter greater than the 1 000 mm standard manhole adapter slabs will be required for all types including cast iron covers and frames.

PS.C14.7 PROTECTIVE COATINGS AND TREATMENTS**PS.C14.7.1**

Refer to Clause 14.7.7.2 Surface preparation. All chemical contamination and graffiti on surfaces should be removed. The finish that should be achieved is a Class 3A – Off the Form Finishes.

Class 3 – Off the Form Finishes

Off the form finishes require a very high standard in concrete quality, formwork and technique. The intention is that no after treatment other than treatment of boltholes (which should be placed with regularity and precision) should be required. Forms shall be unblemished and panels regular. Joints shall be a feature of the pattern and shall be handled with care. Reinforcement cover blocks shall be of semi-spherical shape to minimise their appearance on finished surface.

- A) Smooth finishes may be obtained from non-absorptive linings to forms, from plywood, shutterboard, or plastic faced board in new condition.
- B) Boardmarked finishes shall be obtained from the use of timber planks which shall be dressed and thickened unless otherwise specified. When unplanned timber is specified, boards with a string grain shall be mixed with boards with less pronounced grain and not grouped together. The Engineer shall indicate if all boards are not to be horizontal and a patterned panel effect is required.
- C) Special patterned finishes are required to reflect without blemish the surface of patterned hardboard, rubber, thermoplastic or other lining as specified.

PS.C1.2.3.8 REPLACEMENT OF DAMAGED GUARDRAILS INCLUDING POSTS

The contract rate shall include full compensation for removing the damaged guardrails to spoil or storage as specified by the Engineer, reinstating or replacing any displaced or damaged guardrail posts and providing and installing a new guardrail in the correct position.

PS.C5.2.2.1(b) FILL CONSTRUCTION

The contractor is to follow the procedure outline in Clause 5.2 Fill part A, B and C to achieve fulfilment of works. The backfill material shall be obtained from either the stockpile, borrow supplied by the Engineer and/or borrow supplied by the Contractor as instructed by the Engineer.

PS.C12.6.17 GEOTEXTILE

The synthetic fibres of a geotextile blanket shall consist of at least 100% by mass of polypropylene, polyethylene or a polyester polymer and shall contain such additives as are necessary to render the filaments resistant to the effects of ultra-violet radiation in accordance with the following requirement:

The geotextile shall retain 80% of its specified strength after an effective exposure period of 1500 hours to direct sunlight.

The grade of geotextile shall conform to Table 1 of SABS 0221-1988:

TABLE 1 - GRADES OF GEOTEXTILES

1	2	3	4	5	6	7	8	9	10	11
Property	Grades									
	1	2	3	4	5	6	7	8	9	10
Thickness, mm	Minimum value									
	as specified by manufacturer									
Mass per unit area, g/m ²	100	100	140	140	200	200	240	240	300	300
Penetration load, kN	1,0	1,0	1,5	1,5	2,5	2,5	3,0	3,0	4,0	5,0
Tensile strength, kN/m	6	6	10	10	13	13	18	18	25	30
Permeability, 1/s.m ²										
High flow	200	-	170	-	130	-	80	-	40	-
Low flow	-	25	-	20	-	15	-	10	-	5

1.

PS.C13.10.1.1 Painting Structural Steel

Before the paint is applied to any surface, the appropriate specified surface preparation shall be carried out in accordance with the relevant sections of SANS 10064 or as specified herein. Refer to clause A13.10.7.4 for full description of execution.

PS.C14.10 Jacking of Bridge Structures with jacking equipment and temporal supports and foundations: Reseat Deck, Replace Bearings, Replace Pot Bearings and/ rockers

The work requires jacking of bridge decks to replace the damaged support plinths, reseating of bridge deck, replacement of rockers/pot bearings. Refer to chapter 14 for execution (Committee of Transport Officials, 2020). The same jacking equipment will be used for other bridge decks to replace pot bearings, bearings, and rockers. The work is required to be done to a total of 59 bridges.

2. Drainage

PS.C3.1.13.4 Clean Eyes

The unit of measurement shall be the number of outlet structures, manhole boxes, junction boxes and cleaning eyes for subsoil drainage systems constructed in accordance with the details on the drawings and the Engineer's instructions.

The tendered rates shall include full compensation for all excavation, backfilling, compacting to 93 % of MDD, disposing of surplus excavated material, keeping the excavations safe, dealing with any surface or subsurface water, procuring and furnishing all materials, providing, erecting and removing formwork, mixing, transporting, placing and curing the concrete, and all labour and constructional plant required for constructing the concrete outlet structures, subsoil drain inspection boxes, subsoil junction boxes and cleaning eyes, complete as specified.

The tendered rate shall also include full compensation for procuring and finishing the galvanized woven wire mesh, cutting, waste, installing the wire mesh at outlets and keeping the wire mesh in the pipe openings clean for the duration of the contract period.

PS.C Replace 75 mm to 150 mm diameter pipe

Where shown on the drawings or directed by the Engineer, existing inlets or outlets to culverts shall be demolished and debris or rubbish disposed of as directed by the Engineer. Existing pipes shall be removed where necessary and saved for later use. All such work shall be carried out so as to prevent damage being done to existing work, which is to remain.

The Contractor's attention is directed to the provisions of Section A1.6 of Chapter 1 that specifies which structures have to be removed as part of the clearing and grubbing operations, the removal of which will therefore not be measured and paid for under this Section.

Undamaged recovered pipes may be re-used in the works where indicated by the Engineer. Recovered pipes which cannot be re-used shall remain the property of the Employer and shall be stacked within the road reserve or where directed by the Engineer.

3. Miscellaneous

PS.C3.2.19.4 Manhole covers or gratings

The clause is to be read in conjunction with A3.2.5.2 f) of the chapter 3 Drainage COTO Specifications. Inlet cover slabs and manhole covers and frames in paved areas

shall be bedded with 3:1 cement mortar and set on 230 mm brickwork or grade 20/26 mass concrete to achieve the correct grades and levels. Where manholes are located in areas such that the cover and frame are not required to conform to a fixed paved level, then the manhole cover level shall be set 50 mm above the existing ground level to prevent stormwater infiltration. In these locations, the cover and frame of a precast concrete manhole shall be set directly onto the manhole chamber or shaft section without the need of a manhole adaptor slab.

Unless otherwise directed by the Engineer the front face of the inlet slab shall be set 75 mm behind the kerb face and it shall conform accurately to the line, levels and grade of the kerb line.

All manhole covers and frames in road reserves or other formed areas are to be set such that their finished levels conform accurately to the proposed or existing levels and grades of the roadway, footway or formed areas.

The procedure to be adopted to set the cast iron manhole cover and frame to level in asphalt surfacing shall be as follows:-

- (a) the manhole adaptor slab shall be brought up to the underside of the asphalt surfacing or within 200 mm of the finished paved level if the total surfacing layer thickness is less than 200 mm, and its location referenced by the Contractor;
- (b) the asphalt base course shall then be laid and compacted;
- (c) sufficient base course shall then be removed so that the manhole cover and frame can be set in 1:3 mortar on 230 mm brickwork or concrete spacer rings to the final paved surface level prior to laying the wearing course; and
- (d) any working space required to raise the cover and frame shall be backfilled with 10/25 concrete.

4. Sidewalk

PS.C6.2.1.1

Concrete paving blocks shall comply with the requirements of SABS 1058. The block shall be of the class, type and thickness specified in the Contract Documentation. The surface texture and colour of all blocks shall be uniform.

The blocks shall be laid in the pattern shown on the drawings or as directed by the Engineer. Unbroken blocks shall be laid first and the filler pieces afterwards. Filler pieces shall be neatly sawn or hewn to fit exactly into the space to be filled. Any space of which the size is less than 25 % of the size of an unbroken block, shall be filled with 35 MPa concrete. The size of the joints between blocks shall be between 2,0 mm and 4,0 mm, and the top faces of the blocks shall be flush.

After the paving blocks have been laid, the pavement shall be compacted by two passes of a suitable vibrating-plate compactor operating at a frequency of 65 Hz to 100 Hz and a low amplitude.

After compaction of the pavement as described above, jointing sand shall be spread and brushed into the joints until the joints have been properly filled. Any surplus sand shall then be broomed off and the pavement shall then be subjected to two further passes by the plate vibrator. Jointing sand shall not be hosed into the joints. The block paving shall be inspected after 2 months, and the joints shall be resanded where required.

Precast concrete slabs shall be laid on a 50 mm mat of 5 MPa cement mortar with a fall as indicated on the drawings with joints positioned to match those of the adjacent concrete kerbstones where applicable.

When the area to be paved is curved, the slabs shall be laid in the such a manner that the transverse joints shall be radial from the centre of the curve.

When applicable, suitable expansion joints 13 mm wide must be left at $\pm 18,0$ m centres to coincide with expansion joints left in the kerbs. The joint shall consist of a compressible material and polysulphide filler.

When necessary the concrete slabs shall be cut to size and fitted neatly around existing surface boxes, guard rail posts, etc. Alternatively, for slabs other than exposed aggregate slabs and at the discretion of the Engineer, in-situ concrete, coloured to match adjacent paving slabs, may be used. Where directed by the Engineer the Contractor shall fill in narrow strips etc., not exceeding 100 mm in width, unless otherwise approved by the Engineer, with granolithic concrete 50 mm thick, which shall be compacted and trowelled smooth and flush with the adjoining slabs.

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 - OHS 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

All as-built information for maintenance work shall be released when the remedial is being actioned.

C3.5.2 STANDARD DRAWINGS

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

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

PART C4: SITE INFORMATION

C4.1 LOCALITY PLAN

The locality is attached on the next page.

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.